

AGREEMENT

BETWEEN THE

WINDHAM CHARTER SCHOOL CORPORATION
(PATH ACADEMY)

AND THE

WINDHAM CHARTER SCHOOL FEDERATION OF TEACHERS,
WINDHAM FEDERATION OF TEACHERS, AFT CONNECTICUT,
AFT, AFL-CIO

ARTICLE I

Preamble

AGREEMENT made and entered into by and between the Windham Charter School Corp. (hereinafter referred to as "Path" or "Path Academy Windham") and the Windham Charter School Federation of Teachers, Windham Federation of Teachers, AFT Connecticut, AFT, AFL-CIO (hereinafter referred to as the "Federation").

The mission of Path Academy is to re-engage over-age, under-credited students in education, supporting them through mastery of the critical skills necessary for success in college, career, and community. Path Academy Windham's innovative model, academic program and overall vision has been created in service to the Windham region's over-age, under-credited students. Path Academy will offer these students a supportive environment in which to turn from current or future high school dropouts to scholars achieving high academic and non-academic standards.

The parties recognize the mission of Path Academy Windham and recognize that Path Academy Windham is a unique educational institution. The parties agree that traditional approaches to education are not necessarily effective for this group, and that traditional and typical work rules may unduly hinder the development and implementation of the educational program. In order for Path Academy Windham to be successful, employees must be committed to the mission of the Academy, and accordingly, the parties recognize that there must be flexibility in work rules, yet any flexibility must be tempered by fairness to all involved.

In entering into this Agreement, Path and the Federation acknowledge and agree that:

1. The mission of Path Academy Windham, as a charter school operating within the State of Connecticut, is unique.
2. Path is founded upon a model of collegiality and collaboration involving the responsible participation by and leadership of the professional staff in the planning, development and growth of the educational process.
3. This Agreement is designed to enhance, and not impede, Path's ability to carry out its mission.
4. Path's programs will evolve over time, and it is important that this Agreement be flexible enough to permit changes in the programs of the School.

5. Student achievement is the responsibility of each member of the community; each teacher accepts responsibility for student achievement.
6. Path Academy recognizes and appreciates the support of the Windham Charter School Federation of Teachers, and of the Windham Federation of Teachers, AFT Connecticut for its mission and considers the Federation an integral part of its work on behalf of the Students and the Community.

ARTICLE 2

Federation Recognition

Path Academy Windham recognizes Windham Charter School Federation of Teachers, Windham Federation of Teachers, AFT Connecticut, AFT, AFL-CIO as the exclusive bargaining representative for all those employees in positions requiring a teaching or special services certificate (including persons holding a durational shortage area permit) except principals and other administrators, and others excluded from the teachers' bargaining unit in accordance with Conn. Gen. Stat. Section 10-153b(a)

ARTICLE 3

Path Prerogatives

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, Path has and will continue to retain whether exercised or not, all the rights, powers and authority heretofore had by it, and shall have the sole right, responsibility and prerogative of management of the affairs of Path and direction of the working forces. Further, to the extent not superseded by any provision of this agreement and as applicable, the policies and procedures of Path Academy Windham shall govern. The rights, powers and authority of the Academy include, but are not limited to those rights provided by Conn. Gen. Stat. 10-220 and the following:

1. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of Path.
2. To establish or continue policies, practices and procedures for the conduct of Path business and, from time to time, to change or abolish such policies, practices, or procedures.
3. To establish or discontinue processes, activities or operations or to discontinue their performance by employees.

4. To select and to determine the number and types of employees required to perform Path's operations, and to create, modify and/or eliminate positions accordingly.
5. To employ, assign, transfer, promote or demote employees, or to lay off, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of Path.
6. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of Path, and to discipline employees as determined to be appropriate by the School.
7. To establish contract or subcontracts for Path's operations.
8. To create and revise job descriptions.

ARTICLE 4

Working Conditions

1. The initial work schedule shall be set forth in the employee's offer letter or annual salary agreement and may be changed from time to time depending on the needs of the school. Teachers will be given appropriate notice, in writing, of any changes to their schedules.
2. The typical teacher work day may begin anywhere from 7:30 a.m. to 9:30 a.m. The typical teacher work day will be 8.5 hours and includes a minimum of 30 minutes for lunch, and 45 minutes of non-instructional time.
3. For classroom teachers, the assigned non-instructional employment time may be used for teacher planning and preparation time, staff meeting time, school committee work time, or for the discharge of such other duties as appropriate to the teacher's work assignment.
4. The teacher work year shall consist of 220 days of which up to 14 may be non-instructional. In addition, newly hired teachers shall report up to two (2) days prior to the start date for returning teachers for purposes of orientation. Prior to establishing the school calendar for any given year, Path shall provide an opportunity for the Federation to have input regarding the proposed calendar, with the understanding that the School shall have the right to establish the calendar. Path will notify teachers of the proposed calendar for the next employment year by close of the preceding school year.
5. In the event the Board lengthens the regular work year beyond 220 days, then the parties shall engage in impact bargaining in accordance with General Statutes Section 10-151.
6. Teachers may be required to attend up to four (4) evenings of Parent Conferences or Open Houses per school year.

ARTICLE 5

Notice of Teaching Assignments

Path shall have the right to assign teachers based on the interests of the School's educational program, as determined by the School. Teachers may request reassignment if they believe they are able to make a greater contribution to Path's educational program in a different assignment. However, Path has the final authority to make decisions regarding such requests, and regarding teacher assignments generally, provided teachers are assigned to teach subjects they are duly certified and/or possess a DSAP to teach. As such, decisions made by Path regarding teacher assignments shall not be subject to the grievance procedure.

ARTICLE 6

Regular Part-Time Teachers

A regular part-time teacher shall be eligible to receive salary, paid leaves, and benefits that are provided to regular full-time teachers, but on a pro-rata basis. The pro-rata shall be based on the part of the regular full day/week which the part-time teacher works.

ARTICLE 7

Salaries

- A. The Principal shall have the discretion to determine the initial salary of a teacher, except that no new employee shall be hired at a salary higher than a current employee in a comparable position in the bargaining unit with substantially equal or greater education and experience.
- B. Salaries, or the basis for salaries shall be set forth in the appendix to this contract.

ARTICLE 8

Salary Notification Letters

Path will develop a standard salary notification letter to be provided to each teacher by June 30th for the following school year.

ARTICLE 9

Salary Payment

Path Academy Windham utilizes a bi-weekly payroll system. The teacher's annual salary will be divided into 26 equal payments, paid every two weeks year round. Teacher shall be provided with a schedule of payments at the beginning of the school year. Payment for a given school year shall commence on the first payroll on or after July 7 of any school year.

- A. All teachers shall participate in the State Teachers Retirement fund with the appropriate contribution deducted from their salaries.
- B. Employees may also have voluntary payroll deductions deposited to a savings or retirement plan.

If a teacher resigns or is terminated during the school year, the teacher will be paid for the number of days worked according to the following formula:

Step 1: Calculate the daily rate of pay based on the number of days in the teacher work year.

Step 2: Multiply the daily rate of pay by the number of days worked.

Step 3: Determine the total contract year-to-date pay received (year-to-date amount listed on the last pay stub) as of the last day of employment.

Step 4: Subtract the answer from Step 3 from the answer to Step 2. The difference is the gross salary due to the teacher or to Path.

NOTE: The daily stipend rate of pay will be calculated by dividing the full stipend amount by the number of days in the season if an athletic stipend) or the number of days responsible for the activity.

ARTICLE 10

Insurance Benefits

Health and other insurances are provided through plans obtained by Path. The parties recognize that as a new group, Path's access to the health insurance markets has been limited, that there may be opportunities during the life of this contract to obtain health and other insurances through different providers and/or markets, and that the whole topic of health insurance is subject to dramatic change. In the event that Path makes any substantive changes during the term of this agreement to health and other coverages, including plan design, contributions etc., and the Federation shall have the opportunity to study the changes for sixty (60) days. If requested by the Federation within the 60 day period, the parties shall negotiate over the impact of those changes.

The current insurance program and employee contribution level are set forth in the Appendix to this contract.

ARTICLE 11

Leave Provisions

A. Sick Leave.

Sick leave provides time off with pay for periods of illness or incapacity. Sick leave may also be used by employees for health care appointments that cannot be scheduled at times other than during the workday. Sick leave is tracked on a school year basis, beginning July 1, and ending June 30.

In all cases of illness or injury, an employee must notify his/her supervisor of the reason for absence at the earliest possible time each day of absence. Failure to report absences may result in discipline up to and including separation of employment.

Sick leave is awarded at the rate of 15 days per year. Sick leave may be carried over from year to year, to a maximum of 150 sick days.

If hired after the start of the school year, or if work less than full-time, an employee's sick time will be pro-rated.

Paid sick leave may be used for the following reasons:

- (a) The employee's own illness, injury or health condition;
- (b) The medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition;
- (c) Preventative medical care for the employee;
- (d) An employee's child's or spouse's illness, injury or health condition;
- (e) The medical diagnosis, care or treatment of the employee's child's or spouse's mental or physical illness, injury or health condition;

Preventative medical care for a child or spouse of employee; and

- (g) If the employee is a victim of family violence or sexual assault, for the following reasons:
 - (i) For medical care or psychological or other counseling for physical or psychological injury or disability;

- (ii) To obtain services from a victim services organization;
- (iii) To relocate due to such family violence or sexual assault; or
- (iv) To participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault.

A doctor's statement is required for more than five (5) consecutive days' absence due to illness or at the discretion of the supervisor. Employees are prohibited from designating time as paid sick leave for reasons other than those set forth above. Path Academy may request an employee to provide documentation that such leave is being taken for the purposes permitted under this policy as set forth above.

B. Personal Leave. Full-time teachers may be granted up to three (3) days with pay. Requests for personal leave must be approved in advance by the Principal, except in emergencies. Leaves for part-time teachers shall be pro-rated.

C. Bereavement Leave.

Leave with pay, up to three (3) working days, will be granted by the organization in case of death in the immediate family of the employee (mother, father, brother, sister, child, spouse, mother-in-law, father-in-law or grandparent). Bereavement leave must be approved by the Principal or his or her designee. The employee must notify the employee's supervisor that work schedules can be adjusted. Notification must be made prior to leave.

D. Childrearing Leave.

1. If any teacher desires an extended leave of absence for childrearing purposes (beyond any period of disability), the teacher shall request such leave in writing to the Principal no later than sixty (60) days prior to the anticipated commencement of such leave. Extended leave, if granted, shall be without pay.
2. The teacher may continue insurance benefits during the extended leave at his/her own expense, except as provided otherwise by any applicable statute regarding family and medical leave.

E. Family and Medical Leave Act Leave. Path Academy provides for Family and Medical Leave Act leave in accordance with its statutory obligations.

ARTICLE 12

Disciplinary Action

Any written reprimand and any disciplinary suspension of a teacher without pay shall be imposed only for just cause. No teacher who has previously held tenure in a public or charter school may be

terminated without just cause after the start of his or her second full year of employment, whenever that may be. No teacher may be terminated without just cause after the start of his or her fourth year of employment, whenever that may be. Such teachers are referred to in other portions of this contract as "non-probationary teachers."

ARTICLE 13

Reduction in Force

- A. Path may reduce the number of certified personnel employed for any reason, including but not limited to reduced enrollment, lack of funds, elimination or reduction of a special program, or for other reasons. This provision will govern reductions in force.
- B. Path shall have the sole authority to determine which position(s) shall be identified for elimination. Prior to commencing action to terminate a teacher's contract based upon the need to reduce staff, the school will give due consideration to its ability to reduce staff by:
 - 1. Voluntary retirements;
 - 2. Voluntary resignations; or
 - 3. Voluntary leaves of absences
- C. The following criteria will be used to select those employees who are to be considered for termination: ability to teach other courses, degree status, co-curricular contributions to the school, student achievement, performance evaluations, experience in the specific program or component areas and length of continuous service with Path, and best interests of the students and school.
- D. If the contract of employment of a non-probationary teacher is terminated without prejudice because of elimination of position, the name of that teacher shall be placed on a reappointment list and remain on such list for a period of one year. If a position becomes open during such period and the teacher is certified and qualified for that open position, then the teacher shall be offered that position. The teacher shall be notified in writing, sent by certified mail. The teacher must accept or reject the offer within ten days of the mailing of the letter. If the teacher either rejects the offer or fails to respond, Path may offer the position to another individual, and the name of the teacher may be removed from the recall list.
- E. Disputes under this provision shall be subject to the first two steps of the grievance procedure only.

ARTICLE 14

Grievance Procedure

A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise, under this Agreement, affecting the terms and conditions of employment for teachers.

B. Definitions: The term "grievance" shall be defined as {a) a written complaint signed by an employee stating that there has been a violation, misinterpretation, or misapplication of a specific provision or provisions of this Agreement; or (b) a written complaint signed by an employee stating that there has been a violation of a procedure contained within the School's teacher evaluation plan. Grievances described in (a) above may be submitted to arbitration in accordance with Level 3 of this procedure. Grievances described in (b) above may be processed through to the Board at Level 2, but may not be processed beyond that level.

1. The term "teacher" shall mean any individual(s) represented by the Federation as defined in Article 1, Section A. The term "days" shall refer to business days when school is in session.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.

2. If a teacher does not file a grievance in writing with the Principal within twenty (20) days after he/she knew or reasonably should have known of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant teacher at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

4. Failure by the School to respond to a grievance within the time limits set forth in this grievance procedure shall entitle the Federation to proceed to the next level of the grievance procedure.

D. Informal Procedure

If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with the Principal in an effort to resolve the problem informally.

E. Formal Procedure

1. Level One — Principal

- a. If a grievant teacher is not satisfied with the outcome of informal procedures, the teacher and/or the Federation may file the grievance in writing with the Principal, within the time limits set forth in Section C.2. above.
- b. The Principal shall, within ten (10) days after receipt of the referral, meet with the grievant teacher and with representatives of the Federation for the purpose of hearing the grievance.
- c. The Principal shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant teacher, with a copy to the Federation.

2. Level Two - Board of Directors

- a. If the Federation is not satisfied with the disposition of the grievance at Level One, the Federation may, within five (5) days after receipt of the Level One decision, file the grievance with the Board.
- b. The Board (or its designated committee) shall, within twenty (20) days after receipt of the grievance, meet with the grievant teacher and with representatives of the Federation for the purpose of hearing the grievance.
- c. The Board (or its designated committee) shall render its decision and the reasons therefor in writing to the grievant teacher, with a copy to the Federation, within ten (10) days following the hearing of the grievance. Unless the Federation files for arbitration, Level Three, the decision of the Board shall be final in all grievances.

3. Level Three – Arbitration

- a. If the Federation is not satisfied with the disposition of the grievance at Level Two, the Federation may within ten (10) days of the receipt of the Level Two response submit the demand for arbitration to the American Arbitration Federation (AAA) in accordance with its administrative procedures, practices and rules.
- b. Any arbitration proceedings regarding the grievance shall be conducted in accordance with the labor arbitration rules of the AAA, as applicable.
- c. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law which violates the terms of this Agreement. The arbitrator shall have no authority to add to, delete from or otherwise modify the terms of this Agreement. The decision

of the arbitrator shall be submitted to the School and to the Federation and shall be final and binding, except as otherwise provided by law.

- d. The costs for the services of the arbitrator shall be borne equally by Path and the Federation.

F. Rights of Teachers

- 1. No reprisals of any kind shall be taken by the Board, the Federation, or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any grievant may be represented at any level of the grievance procedure by the Federation.
- 3. The Federation is the only party who may file an unresolved grievance to Level Two (the Board of Directors) or Level Three (Arbitration).
- 4. It is understood that during and notwithstanding the pendency of any grievance, teachers shall continue to observe all assignments and rules and regulations of the School until such grievance is fully resolved.

G. Obligation of Teachers: This is the official mutually agreed upon procedure by which teachers register grievances and teachers will proceed exclusively in accordance with this procedure.

H. Sharing of Information: Both the School and the Federation agree to provide each other with relevant information concerning grievances, in accordance with the provisions of the Teacher Negotiation Act.

ARTICLE 15

Deductions

A. Dues Deduction and Agency Fee

- 1. All employees shall, as a condition of continued employment, join the Federation or pay to the Federation an agency fee, starting no later than thirty days after an employee is hired.
- 2. Upon receipt of a check-off card from an employee, the School agrees to deduct an amount equal to the Federation membership dues or agency fee by means of payroll deductions.

3. The School shall use its best efforts to forward to the Federation treasurer, within fourteen (14) calendar days after the paycheck date, a check for the amount of money deducted during that month. The Board shall include a list of the teachers for whom such deductions were made.
4. The Federation agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of or by reason of action taken by the School for purpose of complying with the provisions of this article.

ARTICLE 16
Severability

In the event any provision of this Agreement is found unlawful by a court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect. Upon issuance of such a decision the Board and the Federation shall immediately negotiate a substitute for the invalidated provision.

ARTICLE 17
Resignations

- A. Teachers who voluntarily terminate their employment by resignation, retirement, or otherwise, must notify Path by letter to the Principal stating the last day of work and the reasons for terminating employment.
- B. Teachers must provide notice at least four, (4) weeks prior to the termination date; provided, however, in the case of retirement, notice must be received by April 1.

ARTICLE 18
Miscellaneous

- A. Teacher Rights
 1. Adequate bulletin board space in the School shall be reserved for the exclusive use of the official bargaining agent for the posting of official bargaining agent notices of announcements. No derogatory material may be posted on such bulletin board space. Copies of any notice to be posted shall be submitted to the Principal.
 2. The Federation shall have the right to place material in the mailboxes of teachers. Placement will be made by duly authorized representatives of the Federation.
 3. Teachers shall be allowed to utilize a designated space as a facility workroom and/or lunch area.

4. Teachers shall only be allowed to use personal cell phones in the school building during non-instructional times (lunch and preparation periods), as well as before and after the student day; however, they may not be used in hallways or other common areas of the School building with the exception of the space referred to in 3 above.

ARTICLE 19

Evaluation

The parties will meet each July to discuss the evaluation system and possible changes to it.

ARTICLE 20

Duration

This Agreement shall take effect on signing, and remain in full force and effect through June 30, 2017 whereupon it shall expire. Notwithstanding the above, this contract shall be reopened for the 2016-2017 school year for salaries. The parties recognize that as this the first contract between the parties that unanticipated issues may arise that should be dealt with. So while it is not the intent of the parties to reopen the entire contract, the parties recognize that unanticipated issues, problems or impacts may arise that require discussion and this duration clause is not intended to prohibit such discussion and possible negotiations regarding amendment of other portions of this contract.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their proper officers and representatives, hereunto duly authorized, the day and year first above written.

PATH ACADEMY WINDHAM

BY: gAhr

George Hernandez, Bd Chair

9/15/2015

FEDERATION

BY: Rdall Prose

Randall Prose/WFT President

9/17/2015

APPENDIX

Salaries

Effective for the school year 2015-2016 school year, each teacher will receive a 2% increase over that teacher's current (2014-2015 school year) or previously negotiated salary.

For the 2015-2016 school year, teachers will also be eligible to receive up to a 1.5% addition to their salary based on the meeting of certain criteria, to be set by the Board prior to or during July 2015. The criteria and the percentage increase shall be as follows:

Enrollment .5%
Attendance .5%
Academic: Math .25% Reading .25%

Any additions to salary that are earned by the meeting of the school-wide criteria shall be paid to each eligible teacher by September 1, 2016. Such additions shall be considered as part of the base salary for purposes of the 2016-2017 salaries. In order to be eligible, a teacher must be in the employ of Path Academy as of the end of the 2015-2016 school year. A teacher who has joined the faculty during the course of the 2015-2016 school year will receive the appropriate percentage for the period of time that they were employed. Any teacher who is not employed as a teacher at the end of the 2015-2016 school year will not be eligible.

Insurance

Teachers shall be responsible for 25% of all premium cost. Summary plan descriptions shall be available in the main office.

Connecticare

FlexPOS HSA 25001/5000F CNT Open Access

FlexPOS Copayment Prescription Drug Plan for Use with Health Savings Account (HSA) Benefit Summary

POS 3000 Copay/Deductible Point-Of-Service Open Access Contract Year Plan

Prescription Drug Copayment Coinsurance Plan

POS 1500 Copay/Deductible Point-Of-Service Open Access

Prescription Drug Copayment Coinsurance Plan Benefit Summary
Group Life, Dental, long term disability and accidental death and dismemberment.