

PROFESSIONAL AGREEMENT

Between the

Integrated Day Charter School

and the

Integrated Day Charter School Association

July 1, 2009- June 30, 2012

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ARTICLE 1 PREAMBLE

In signing this compact, we pledge ourselves to improving the educational environment for students and employees of Norwich Integrated Day Charter School, Norwich, Connecticut. We recognize that caring for and promoting the education of children is a very important responsibility and challenge. Unfortunately, too often, those who undertake this task, especially teachers and administrators, do not receive the recognition they deserve. Yet they are the essential factor in determining whether a program can truly enhance its clients. It is only by ensuring that educators are fairly compensated, adequately trained, and highly motivated that we can hope to create an environment in which children can reach their highest potential.

A. This Agreement is negotiated under Sections 10-153a and 10-153d through 10-153g of the General Statutes of the State of Connecticut, as amended, in order (a) to fix for its term the salaries and all other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the Integrated Day Governing Board (IDGB) and the professional staff in order that the cause of public education may best be served.

B. The IDGB and the Association recognize the importance of responsible participation by the entire professional staff in the education process, planning, development, and growth of the Norwich Integrated Day Charter School. To that end they agree to respect the following mission statement, vision statement and underlying assumptions that underlie the Integrated Day Program.

Mission Statement:

The mission of the Integrated Day Charter School is to provide a flexible atmosphere which allows for the individual differences of the learners. Parents, students and instructors work together to establish a developmentally appropriate program for each student. Character development and direct instruction in a social curriculum are an integral part of the program. A commitment to and involvement in the school community, as well as the larger Norwich community, are fostered.

Vision Statement:

The Integrated Day program is an alternative program which adheres to a developmental approach. Curricular content adheres to that of the Norwich Public School System, but the methods used will differ dramatically from the conventional classroom. The ID program appreciates and acknowledges that children pass through various stages of their journey to adulthood. The philosophy underlying the program recognizes that to be actively involved and truly engaged, a learner must have input into both the content of the learning as well as the process by which the knowledge is acquired. Education is viewed as a whole, a dynamic activity which extends beyond the classroom and the school and penetrates the world of the learner. To understand a subject fully, several subject areas must be incorporated, synthesized and investigated prior to the acquisition of true knowledge. The student are expected to identify areas of personal interest, investigate these areas, incorporate various subjects into their investigation and then present what they have learned to the class. Study and life skills, such as planning, problem solving, creative thinking and budgeting of time, are directly taught in relationship to topic which is of personal interest to the student. The culminating exercise is an oral presentation which is viewed by his or her peers and videotaped for portfolio assessment. Personal projects allow the students to have input into the curriculum, allow for greater creativity and instill a sense of autonomy, person pride and intellectual curiosity.

Underlying Principals of the Integrated Day Program

As an active learner, the child is the principal agent in his/her own development. He/she is innately curious about the world and initiates activity to explore and learn about it.

Learning is something a child does; it is not something done to him/her.

Each child is unique in the way he/she learns.

The best learning starts from the child's experiences and interests.

Over a period of time every child should learn important skills and principles such as the 3 Rs. These are the tools of our culture. Most children come to school wanting to learn these.

To a child reality is a whole, a unity, not divided into separate subject areas and isolated skills.

Play is a child's work. When a child initiates activity in which he/she gets involved - and all children do - he/she is playing and working.

A school, a classroom, should be a rich learning environment deliberately designed with much to explore, to wonder about, and to get active in. It should extend into the community and relate to the home. The teacher's role is to assess and guide the learning toward long-range objectives he/she has clearly in mind.

Aesthetics are the heart of a child's world. As Silberman says, "poetry, music, painting, dance and other arts are not frills to be indulged in if time is left over from the real business of education; they are the real business of education".

Assessment of a child's efforts and growth should be made on the basis of his/her individual learning. How one child compares to another is irrelevant to the teacher's work. What is important is that each child shall have opportunities to employ his/her own powers in activities that have meaning. Mistakes are not failures. Evaluation must not be turned into judgment.

Children need to learn to live together. They need a chance to experiment socially as well as intellectually. They need adults who are dedicated to helping them work through the solutions of their human problems as well as their academic ones.

Childhood is a stage of life in itself, to be enjoyed and savored; it is not simply something to be passed through on the way to adulthood.

C. This Agreement, including any changes mutually consented to in writing, shall bind and inure to the benefit of both parties for the duration hereof. Written policies, rules and regulations whether previously or subsequently adopted, which are in conflict with this Agreement, are superseded by this Agreement.

D. The IDGB agrees to duplicate the contract and provide each teacher with a copy of the contract. Copies of the agreement will also be provided to prospective teachers the IDGB intends to hire.

ARTICLE 2 RECOGNITION

Integrated Day charter teachers have clearly demonstrated a desire to have a voice in determining the conditions of their work. They recognize that employee satisfaction is a major element to ensuring high quality instruction and to building relationships of trust. Thus, in seeking to enhance the charter school, they have sought to develop a vehicle that will allow them to make a long-term commitment to their improved instruction. The IDGB recognizes the importance of fostering such a commitment and, therefore, agrees to recognize, as the exclusive bargaining representative of its teachers, the Integrated Day Charter School Association, CEA, NEA.

A. The IDGB recognizes the IDCSA (hereafter the Association) as the exclusive representative for purposes of collective bargaining of all certified professional employees of the Board and those teachers holding Durational Shortage Area permits except temporary substitutes and employees occupying positions requiring a supervisory or administrative certificate.

B. Unless otherwise indicated, the term "teacher" used hereinafter in this Agreement shall refer to all employees in the above unit.

ARTICLE 3 PROFESSIONAL NEGOTIATION

A. The IDGB and the Association agree to secure a successor agreement pursuant to the revised Connecticut Statute concerning the right of certified professional employees to negotiate with the Board of Education (Sections 10-153a and 10-153d through 10-153g of the General Statutes of the State of Connecticut, as amended).

B. This Agreement contains the full and complete Agreement between the IDGB and the Association on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue covered in this Agreement. Provided, however, that if the Board creates any new position(s) in the bargaining unit during the term of this Agreement, the salaries and conditions of employment of such position(s) shall be negotiated between the parties

C. During negotiations the IDGB and the Association shall exchange relevant data, points of view, and proposals and counterproposals with respect to salaries and any other conditions of employment about which either party wishes to negotiate.

ARTICLE 4 BOARD PREROGATIVES

Teachers shall have a voice in the decisions that affect the quality of education for children. The Integrated Day Charter School was created by teachers and parents working together to provide quality education for children. We believe that this spirit of cooperation and mutual respect should create the foundation of the school. Recognizing that the responsibility of educating and of caring for children is an awesome task, the parents, teachers and community members on the Governing Board will work together to support each other and to fulfill the mission of the school.

It is our belief that students work best when they have input into their own education and have a voice in the educational process. Indeed all individuals are most happy when their voices are heard. It follows that the staff will have an active role in the governance of the Integrated Day Charter Schools. All teachers will be part of the School Council and three teacher will be members of the Governing Board. Through close communication and mutual respect the needs and objectives of all parties will be better understood.

The rights, powers, authority and prerogatives of the IDGB, including but not limited to those set forth in Sections 10-220 and 10-221 of the Connecticut General Statutes, shall remain exclusively vested in the Board unless specifically limited by the express provisions of this Agreement.

ARTICLE 5 GRIEVANCE PROCEDURE

If the Association finds the IDGB has violated established policies, procedures or the collective bargaining agreement,, attempts shall be made to counsel with the IDGB, or Administration, prior to filing a grievance or pursuing a legal remedy. The IDGB will address and seek a remedy for a perceived violation in a timely manner. The parties are committed to resolving any differences which may arise as expeditiously and judiciously as possible.

A. PURPOSE

Teachers have the right to a full and fair hearing of their concerns -- whether they pertain to appropriate provision of services to children, objections to specific work practices, or disagreements regarding imposition of discipline.

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. DEFINITIONS

1. "Grievance" shall mean a claim by a teacher or group of teachers or the Association that there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Where IDGB action is required by law, it shall not give rise to a grievance. A claim which arises over the alleged misapplication or interpretation of Board Policy or the Administrative Regulations may be processed under this procedure up through Level Two.

2. "Teacher" or "aggrieved person" shall mean any member of the bargaining unit as defined in Article 2, and may include a group of teachers similarly affected by a grievance or the Association. IDGB shall mean the IDGB acting in its official capacity.

3. "Days" shall mean working school days except after school closes for the year, and "days" shall then mean weekdays, Monday through Friday.

C. STRUCTURE

1. The Association shall maintain a grievance representative.

D. INFORMAL PROCEDURE

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

E. TIME LIMITS

1. Since it is important that grievances 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 Association and the Director.

2. If a teacher does not file a grievance in writing with the appropriate administrator and Association grievance representative within twenty (20) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

3. Failure at any step of the procedure to appeal within the specified time limits shall be deemed to be acceptance of the last decision rendered.

F. FORMAL PROCEDURE

I. Level One - School Director

(a) If an aggrieved person is not satisfied with the outcome of informal procedures, or if he/she has elected not to use them, he/she may present his/her claim as a formal grievance in writing to the appropriate administrator and to the grievance representative.

(b) The appropriate administrator shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association grievance representative.

II. Level Two - IDGB

(a) If an aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may, within three (3) days after the decision, or within ten (10) days after his/her formal presentation, request the Association's grievance representative to refer his/her grievance to the IDGB.

(b) The IDGB shall meet in executive session with the aggrieved person and with the grievance representative and the Director for the purpose of reviewing the grievance. The executive session hearing shall occur within fifteen (15) days after receipt of such written grievance.

(c) The IDGB shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person with a copy to the Association grievance representative.

(d) The parties may mutually agree to waive the level two meeting and move directly to level three, impartial arbitration.

III. Level Three - Impartial Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within five (5) days after the decision, or within eight (8) days after the Board meeting, request in writing to the President of the Association that his/her grievance be submitted to arbitration.

(b) The Association may, within ten (10) days after receipt of such request, if it formally determines that the grievance is meritorious, submit the grievance to arbitration by so notifying the IDGB in writing, with a copy to the School Director.

(c) Upon the filing of a grievance to arbitration, representatives of the IDGB and the Association shall confer regarding the selection of a mutually acceptable impartial arbitrator. Any arbitrator so selected shall be bound by the American Arbitration Association Voluntary Labor Arbitration Rules. In the event that the parties cannot agree on an arbitrator within ten (10) days following receipt of the arbitration filing, the matter shall be submitted to the American Arbitration Association under its Voluntary Labor Arbitration Rules.

(d) The arbitrator selected shall confer promptly with the representatives of the IDGB and Association, shall review the record of prior proceedings, and shall hold a hearing with the aggrieved person and other parties in interest as he/she shall deem requisite.

(e) The arbitrator shall, within thirty (30) days after the hearing, render his/her decision in writing to the Association and the IDGB, setting forth his/her findings of fact reasoning and conclusions. The arbitrator shall hear and decide only one grievance in each case. The arbitrator shall have no power in any matter to make an award which amends, adds to, subtracts from or eliminates any provision of this Agreement. The arbitrator