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STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT**

**Between the**

**WINDHAM BOARD OF EDUCATION**

**and the**

**WINDHAM TEACHERS ASSOCIATION**

**September 1, 2011 through August 31, 2014**

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## ARTICLE I – RECOGNITION

- A. This Agreement is entered into between the Windham Board of Education (the "Board") and the Windham Teachers Association/OEA/NEA (the "Association" or "WTA"), as the representative of all certificated personnel employed under a regular teaching contract as regular full-time teachers and regular part-time teachers by the Board, excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, School Psychologist and other Supervisors and Administrators whom the Board determines engage in any administrative work under an Administrative Contract. Except as otherwise provided herein, the Board recognizes the WTA as the sole and exclusive bargaining representative of such employees during the duration of this contract. All references to teachers in this Agreement shall mean a member of the bargaining unit.
- B. If, during the term of this contract, thirty percent (30%) or more of the bargaining unit petition to change the sole and exclusive right of the Association as the bargaining unit, and consistent with the provisions of Ohio Revised Code Chapter 4117, then an election shall be held under the provisions of Ohio Revised Code Chapter 4117.

## ARTICLE II – WTA CONSTITUTION AND MEMBERSHIP LIST

The Association shall give the Treasurer of the Windham Exempted Village Schools a list of those teachers who are members of the organization, and provide a list of its officers by October 15 of each year and all changes in its officers during the school year.

## ARTICLE III – NEGOTIATIONS PROCEDURE

- A. The Board will enter into an agreement with the Association for purposes of establishing a negotiations procedure and then negotiating in "good faith" a professional salary schedule, fringe benefits, a grievance procedure, and other terms or conditions of employment.
- B. INITIATING THE NEGOTIATIONS PROCEDURE: A written request for meeting will be submitted by the Association to the Superintendent, or by the Superintendent to the President of the Association, not later than March 15 of the year during which the Agreement expires.
- C. NEGOTIATIONS MEETINGS: Meetings between the negotiating team of the Association and the Superintendent and/or his official designee(s) will be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. The parties will exchange proposals, if any, at the first negotiations meeting. Thereafter, no new item will be introduced without the mutual consent of the parties. Negotiations shall be completed within sixty (60) days from the date of this meeting, unless there is a mutually agreed upon extension.

1. Pertinent data/supporting information, proposals, and counterproposals will be presented. Each in good faith, listens to the views of the other. Both sides agree to provide the other with data pertinent to areas that are the proper subject of negotiations and supporting information, within a reasonable time, in such form as it exists. The requesting party shall be responsible for the normal copying cost of such information.
2. Each negotiating team shall have not more than four (4) members and one (1) other professional negotiator, if desired.
3. Consultants may be used, if deemed advisable, by either party.
4. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations. Said teams shall be accountable for the accuracy of this information. The Board may communicate with its teachers about negotiations upon the taking of a strike vote or rejection by the Association of the Board's final offer.
5. While discussions are in progress, any release prepared for the news media shall be jointly prepared by the parties.
6. All proposals and counterproposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

D. AGREEMENT

1. Tentative Agreements: As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team.
2. When the parties reach a contractual agreement, it shall be reduced to writing, signed by appropriate persons, and presented to the Board by the Superintendent and to the membership of the Association by its President. The respective negotiating teams shall recommend acceptance of the agreement to the parties they represent.
3. Adoption of the aforesaid agreement shall be accomplished by first submitting the proposed agreement to the WTA membership for its consideration. If ratified by the WTA, the proposed agreement shall be submitted for the consideration of the Board no later than fourteen (14) days after notification of ratification by the WTA.
4. Within thirty (30) days after this agreement is signed by the parties, a copy of the aforesaid agreement shall be provided to each party. Each party shall be responsible for reproduction of said agreement and distribution as it sees fit. The WTA shall provide one (1) copy to each teacher.

- E. DISAGREEMENT: In the event of a bargaining impasse, or if the parties have not reached an agreement within sixty (60) days of the first negotiations meeting, the teams shall report

back to their respective parties for further advice and input. Neither party would be required to meet further; but thirty (30) days prior to expiration date of the current contract, either party may request federal mediation: The other party shall join in resumed discussion in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Services (FMCS). Costs directly connected with the mediation provided by the FMCS (if any) shall be shared equally by the Board and the Association.

- F. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. If a proposal is unacceptable to one (1) of the teams, that team is obligated to respond with a counterproposal or give reasons for its rejection of the proposal.
- G. NEGOTIATIONS IN CLOSED SESSION: All negotiations sessions shall be in closed session with only members of the teams, and consultants, and others, as mutually agreed to between the teams present when the negotiations session is being held.
- H. "Days" herein shall mean calendar days.

#### ARTICLE IV – GRIEVANCE PROCEDURE

- A. The parties recognize that in the interest of effective personnel management, a procedure is necessary whereby the members of the bargaining unit can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members of the bargaining unit, and no reprisals of any kind shall be taken against any member of the bargaining unit initiating or participating in the grievance procedure.

The primary purpose of this procedure shall be to obtain at the lowest administrative level, and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

- B. Failure to lodge a grievance within ten (10) days of becoming aware of the matter to be grieved, or within ten (10) days of when it could reasonably be assumed one should be aware of the matter to be grieved, shall forfeit the right of the grievant to proceed with the grievance procedure.

- C. DEFINITIONS

1. Grievance: A "grievance" is defined as a complaint involving an alleged violation, misrepresentation, or misapplication of a specific term of this Agreement.
2. Days: Actual working school days; provided, however, the grievance procedure shall be pursued during the summer recess, if necessary.

3. Grievant: The member or members of the bargaining unit making the complaint, or the Association when it files a grievance under the terms of this Agreement; where more than one (1) person is a grievant, each shall sign the grievance, if at all possible.
- D.
1. Informal Procedure: A member of the bargaining unit with a grievance shall first discuss it with the Building Principal, or Immediate Supervisor, with the object of resolving the matter informally.
  2. Formal Procedure
    - a. Step One: Filing Written Grievance
      - (1) If the informal procedure does not resolve the grievance, the grievant(s) shall file a written grievance with the Building Principal or Immediate Supervisor within seven (7) days of the informal discussion.
      - (2) The written grievance shall be on a standard form supplied by the Board, and shall contain a concise statement of the facts upon which the grievance is based; and shall contain a reference to the section of the Agreement, the date of such occurrence, and the remedy demanded. A copy of such grievance shall be filed with the Superintendent and the Association President.
      - (3) Conference: A conference will be held between the grievant, his/her representative and the Building Principal or Immediate Supervisor. Such conference shall be held within seven (7) working days after the receipt of the conference request. The grievant(s) and the Association President shall be advised of the time, place, and date of such conference. At this conference, all parties shall make a sincere effort to resolve the problem.
      - (4) Principal's Decision: The Building Principal or Immediate Supervisor shall give a written decision on the written grievance within seven (7) working days of the conference. Copies of the written decision of the Principal will be sent to the grievant(s), the Superintendent, and the Association President.
    - b. Step Two: Filing Written Appeal
      - (1) If the decision by the Building Principal does not resolve the grievance to the satisfaction of the grievant(s), the Association may appeal in writing to the Superintendent, with copies to the Association President. Failure to file such appeal in writing within seven (7) working days from the receipt of the decision of the

Building Principal or Immediate Supervisor on said grievance shall be deemed a waiver of the right of appeal.

- (2) Conference: A conference shall be held by the Superintendent within seven (7) working days after the receipt of the request. The grievant(s) and the Association President shall be advised in writing of the time, place, and date of such conference.
- (3) Superintendent's Decision: The Superintendent shall make a decision on the appeal within five (5) working days after the conference. The written decision of the Superintendent and the reason for the decision shall be sent to the grievant(s), Association President, and the Building Principal or Immediate Supervisor.

c. Step Three

- (1) If the grievant(s) is/are not satisfied with the decision of the Superintendent, the Association may file a demand for arbitration with the Superintendent. Within seven (7) working days, the Board and the Association shall request a list of thirteen (13) arbitrators from the American Arbitration Association (AAA). The arbitrator shall be selected by alternate strike method. The decision of the arbitrator shall be final and binding on both the Board of Education and the Association, except that either party may exercise rights granted under the Ohio Revised Code Chapter 2711.
- (2) The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration, and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.
- (3) The costs for arbitration shall be borne equally by the parties.

E. GENERAL PROVISIONS

1. So that the grievances can be processed as rapidly as possible, time limits at each level shall be considered as maximums. Time limits may be extended by mutual agreement.
2. It is understood that the parties agree that there will be no interruption of classroom instruction or activities in connection with any grievances arising under this Agreement except as mutually agreed. It is further understood that there will be no

involvement of students throughout any steps of the grievance procedure except as mutually agreed, and for arbitration hearings.

3. In the event a grievance is filed or being processed on or after May 15, every effort shall be made to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.
4. The grievant shall have the right to Association representation at all levels of informal and formal procedures. If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the grievant(s), it may withdraw its support. The grievant(s) may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/she may not be represented by any other organization or group at any time. However, this grievance procedure shall in no way prohibit any individual from processing a grievance without the help of the Association.
5. The Board of Education agrees that the Association, as the sole and exclusive representative of the bargaining unit, shall be the only organized representative of said bargaining unit members in grievance proceedings.
6. Resolution of a grievance at any level shall apply to the stated grievance only and shall not prejudice either party.
7. The authorized forms regarding this grievance procedure are attached to this Agreement in Appendix E.
8. The Association may file a grievance if the subject matter involved concerns an alleged violation of this Agreement involving two (2) or more members, or on behalf of one (1) member with the written consent of said member.
9. Failure of the Board or its representative to meet timelines at Step One or Step Two allows the grievant to move to the next step. Nothing contained herein shall prevent a grievance from eventually being decided on the merits.
10. If the Association and the Superintendent agree, Step 1, and/or Step 2 of the Grievance Procedure may be by-passed and the grievance brought directly to the next step. Class grievances involving more than one supervisor, and grievances involving an administrator above the area supervisory level may be filed by the Association at Step 2.

## ARTICLE V -- LEAVES

### A. PERSONAL LEAVE

1. Subject to prior approval of the Superintendent or his designated representative, a teacher shall be granted two (2) restricted personal leave days in any school year for business which cannot be conducted outside of school hours, and two (2) unrestricted personal leave days for which no reason is necessary. Except in emergencies, a written request on the form provided must be submitted to the Superintendent or the designated representative at least forty-eight (48) hours prior to the expected absence. The written request shall be approved by the Superintendent or the designated representative if the reason for the request is one of the following:
  - a. Accidents involving the immediate family or the employee's personal property.
  - b. Attendance at graduation ceremonies for the immediate family.
  - c. Attendance at funeral not covered by sick leave.
  - d. The observation of religious holidays where total abstinence from work is required by the employee's faith.
2. No other request for restricted personal leave will be granted.
3. Except in emergencies, personal leave will not be granted on the day before or the day after a holiday, vacation, in-service day, or during the first and last weeks of school. No more than ten (10) teachers may take a personal leave on one (1) day.
4. Application for personal leave shall be submitted on the prescribed form and shall state a truthful and specific reason for the leave, when a reason is necessary.
5. Any unused unrestricted personal leave shall be transferred to accrued sick leave.
6. An employee may redeem for the amount of Seventy-Five Dollars (\$75.00) per unrestricted day, any unused unrestricted day during the last full week of April.

### B. SICK LEAVE

1. Each employee shall accumulate sick leave at the rate of one and one-quarter (1 1/4) days per month or fifteen (15) days each completed year of service. Maximum accumulation shall be three hundred (300) days. Employees may use sick leave upon approval of the responsible Administrative Officer or the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease

which could be communicated to other employees, and to illness, injury, or death in the employee's immediate family.

2. "Immediate family" is interpreted to mean mother, mother-in-law, father, father-in-law, brother, sister, wife, husband, children, foster children, grandparents, and grandchildren. Any individual(s) living in the same household, in permanent and domestic character under one (1) head of household, shall also be defined as a member(s) of the immediate family, if said individual(s) has/have been reported to the Board Treasurer on the proper form. The bargaining unit member shall be responsible for keeping this information current.
3. In the event of the death of a member of the bargaining unit member's immediate family, sick leave may be used. "Immediate family" for this purpose shall be defined as follows: mother, father, foster mother, foster father, mother-in-law, father-in-law, children, wife, husband, brother, sister, brother-in-law, sister-in-law, foster children, grandparents, grandchildren, uncle, aunt, niece, or nephew.
4. Two hundred (200) days of sick leave benefits may be transferred from another Ohio school district or public employing agency of Ohio to the Windham District, provided none of such accumulated sick leave has been converted to pay upon retirement.
5. Each full-time bargaining unit member shall be advanced five (5) days of sick leave credit at the beginning of the school year, if said member has absences due to illness for more than the total accumulated sick leave. If illness requires the employee to use the full amount of sick leave credit before the four (4) months of service have been completed, such bargaining unit member may not be lawfully advanced additional sick leave credit. The five (5) day advance is to be deducted from the future accumulation of sick leave credit the bargaining unit member earns on the basis of completed months of service under the provisions of the uniform sick leave law. Sick leave deficit shall result in equivalent unpaid days at the end of the scheduled workdays in the current school year.
6. The Superintendent shall require a bargaining unit member to furnish a signed statement, on the Absence Report of Employees Form furnished by the Board of Education, to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. Falsification of either this statement or a physician's certificate shall be grounds for disciplinary action. (Reference: O.R.C. §3319.141.)

#### C. MATERNITY LEAVE

1. Definition: A "maternity leave" is absence from school, without pay, by a teacher who is pregnant or has already given birth.

The use of sick leave after the birth of a child is comparable to the use of sick leave for other medical reasons. Therefore, as soon as medical examination verifies that a teacher is medically able to come back to work, sick leave pay ends and maternity leave, without pay, shall become effective.

2. Notification of Pregnancy: The pregnant bargaining unit member is expected to notify the Superintendent, in writing, of the expected delivery date as soon as her doctor informs her of that date. The teacher's statement should include approximate date of leave.
3. Notification of Maternity Leave: A teacher who desires a maternity leave shall notify the Superintendent at least forty-five (45) calendar days in advance of the commencement of said leave, whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.
4. Length of Maternity Leave: A maternity leave of absence shall consist of the remainder of school year. If additional time is needed by the bargaining unit member, she may apply for a leave of absence, without pay, under child care leave.
5. Termination of Maternity Leave: Upon written request by the teacher to the Superintendent, a maternity leave of absence may be terminated at any time after the birth of the child under the following conditions:
  - a. Teacher shall be declared eligible to return to regular duties when she submits a written medical certification signed by her physician that she is physically able to resume full-time employment.
  - b. After re-employment eligibility has been determined, the Superintendent shall recommend reassignment to duty. It is understood that reassignment to duty, in all cases of maternity leave, shall be in accordance with the recommendation of the Superintendent and the needs of the school district, and that no employee will be placed in a position for which the employee is not qualified.
  - c. Return to duty shall be guaranteed no later than the first workday of the next ensuing school year following the date the member is declared eligible for re-employment.
  - d. A member returning from maternity leave shall be reinstated in the position, or an equivalent position, which was vacated.
  - e. If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy, and paragraph 5 of this article may not apply. Seniority shall not accrue during the period of leave, but continuous service shall not be interrupted.

6. Insurance Coverage: All insurance coverage provided in this Agreement shall be continued for those who are on maternity leave, upon payment of their premium by the teacher to the Board Treasurer, by the 25th day of each month, by cash, money order or certified check.

D. CHILD CARE LEAVE

1. Definition: A "child care leave" is absence from school, without pay, by a teacher (male or female) who is the parent of a natural-born or adopted pre-school age child. Sick leave may be used for up to five (5) days of child care leave for fathers of a newly born child or parents of an adopted child.
2. Notification of Child Care Leave: A teacher who desires a child care leave shall notify the Superintendent at least forty-five (45) days in advance of the commencement of said leave, whenever possible. This notification shall be in writing and shall indicate the actual date for commencement of said leave.
3. Length of Child Care Leave: A child care leave shall consist of the remainder of the school year and may be extended one (1) additional school year if so desired by the parent, provided the request is made no later than March 1. However, in the case of an adoption, the leave shall consist of a longer or shorter period of time than the remainder of a semester, to any member of the bargaining unit who requests any number of days up to a minimum of six (6) weeks.
4. Termination of Child Care Leave
  - a. Upon written request by the teacher to the Superintendent, and approval by the Superintendent, child care leave may be terminated at any time under the following conditions:
    - (1) The reassignment of duty in all cases of a child care leave shall be in accordance with the recommendation of the Superintendent and the needs of the school district. No employee shall be assigned to a position for which the employee is not qualified.
    - (2) Return to duty shall be guaranteed no later than the first workday of the next ensuing school year following the date that the Superintendent has received the written request from the teacher.
    - (3) If a reduction in force (RIF) takes place while the teacher is on leave, the teacher's position is subject to the RIF policy, and paragraph 4 of this article may not apply. Seniority shall not accrue during the period of leave, but continuous service shall not be interrupted.
  - b. Any teacher who adopts a child during the first semester of a school year shall notify the Superintendent in writing prior to April 1 of his/her intention

to return to work the following school year or continue on child care leave. If the adoption occurs during the second semester, he/she shall notify the Superintendent as soon as possible, but no later than July 10, of his/her intention to return to work the following school year or to continue on child care leave.

- c. If a woman is on child care leave which is immediately following a maternity leave, she shall notify the Superintendent by April 1 of her intention to return to work the following school year.
- d. A bargaining unit member returning from a child care leave shall be reinstated to the position which was vacated or reinstated to an equivalent position.

- 5. Insurance Coverage: All insurance coverage shall be continued for those who are on child care leave upon payment of the premium by the teacher to the Board Treasurer, by the 25th day of each month, by cash, money order or certified check.
- 6. When both spouses are employed by the Board, only one (1) spouse at a time is eligible for a child care leave of absence.

E. ASSOCIATION LEAVE: Except when the services of a teacher(s) who requests leave pursuant to this section are necessary, leave shall be granted up to a maximum of nine (9) days' paid leave each year to attend OEA/NEA-related activities. The Association President shall determine which teachers are to apply and the occasions for which application shall be made, and shall present such request to the Superintendent two (2) weeks in advance, except in the case of an emergency. Association leave shall not be denied for attendance at the Spring OEA Representative Assembly, unless the allotted days have been exhausted.

F. ASSAULT LEAVE

- 1. A teacher who is required to be absent due to physical disability resulting from an assault which occurs in the course of Board employment while on duty on school grounds during school hours, or where required to be in attendance at a school-sponsored function, shall be eligible to receive assault leave. (Where the teacher has no unused sick leave, this condition will be waived.) Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days, upon the teacher delivering to the Board Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer. Such statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault, and willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.

2. If court action results, said teacher shall be granted leave of his/her professional duties and a qualified substitute provided, and no loss of pay for days in court.
3. In cases where legal action is instituted, the Principal shall attempt to obtain a list of the witnesses to the assault. The Principal shall promptly attempt to obtain a written report from the teacher and all the witnesses. These statements shall be signed, dated, and filed.
4. Full payment for assault leave, less Workers' Compensation and any other financial remuneration, shall not exceed the teacher's per diem rate of pay; and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer. Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under O.R.C. §3319.16.
5. When a teacher exhausts the assault leave, he/she may use sick leave. If sick leave and the assault leave provided for herein become exhausted, the teacher may apply for further assault leave. Whether such additional leave is granted shall be determined solely by the Board. Where the assaulted teacher becomes eligible for benefits under the State Teachers' Retirement System because of any disability or because of age, or where a teacher's employment by this district ceases, the leave provision shall no longer apply.

G. SABBATICAL LEAVE

1. Subject to the approval of the Superintendent and Board of Education, sabbatical leave may be granted.
2. Any bargaining unit member who has served continuously in the Windham Schools for a period of at least five (5) years, and who holds a Professional or Permanent Certificate, may be granted sabbatical leave for professional improvement for one (1) full semester or two (2) semesters, but not longer than one (1) school year.
3. If approved for sabbatical leave, the bargaining unit member shall receive one hundred percent (100%) of the difference between his/her scheduled salary amount and the amount paid to replacement teacher. Requests for sabbatical leave of absence shall be made at least ninety (90) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition of the request within forty-five (45) days of its receipt. Sabbatical pay shall be paid on the same payment periods and dates as other bargaining unit members.
4. The Board may approve a teacher's application for sabbatical leave, if all of the following criteria are satisfied:
  - a. No more than three percent (3%) of the professional staff may be granted sabbatical leave during any school year.

- b. The application for sabbatical leave shall include a detailed plan of how the leave is to be spent, including an explanation of how it will improve the teacher's professional effectiveness within the district and will contribute to the teacher's professional growth.
  - c. No sabbatical leave shall be granted unless the Superintendent approves the plan submitted with the application, determines that the sabbatical is in the best interest of the district, and recommends approval of the requested leave to the Board.
  - d. Before beginning sabbatical leave, the bargaining unit member shall enter into a contract to return to active duty in the Windham Schools for a period of at least one (1) year after the expiration of such leave. A bargaining unit member returning from sabbatical leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the Windham School System.
  - e. At the expiration of leave, the bargaining unit member shall be reinstated to his/her former assignment unless the position is not available. A meeting shall be arranged, after which the Superintendent shall recommend to the Board a new assignment in the best interest of the member and/or the school.
  - f. Sabbatical leave for professional improvement will not be granted to any bargaining unit member more often than once every five (5) consecutive years of service, nor will it be granted a second time to the same individual when other members of the staff in sufficient number to fill the quota for the period have filed a request for, and are waiting for, such sabbatical leave.
  - g. No sabbatical leave shall be granted unless there is available a satisfactory substitute.
5. The teacher may continue the insurance benefits provided in this Agreement upon payment to the Treasurer on a monthly basis, by cash, money order, or certified check, the cost for said benefits.

#### H. PROFESSIONAL LEAVE

- 1. The Superintendent may, at his sole discretion, authorize absences of bargaining unit members for professional purposes, with full pay, in any school year. The bargaining unit member shall make application for the authorization of such absences at least thirty (30) days in advance of the occurrence of such professional leave, except in extenuating circumstances.
- 2. The absence from school of a bargaining unit member who was officially authorized to attend a professional meeting, in accordance with this provision will be charged

with professional leave. Professional leave is not accruable nor accumulative. It is only activated when, and if, the bargaining unit member is authorized to be absent for the purposes of attending professional meetings.

I. LEAVE FOR APPEARANCE IN COURT OR ON JURY DUTY: Certified personnel shall be granted court and jury duty leave during normal working hours, provided, however, that they are served with a lawfully issued subpoena for such court appearance or jury duty. The employee shall notify the Superintendent immediately upon receipt of such subpoena, and provide a copy of such subpoena to the Superintendent at Board expense. There shall be no financial penalty attached to such service except that it be the agreement that whatever amount is earned in such capacity be returned to the Board of Education and that such employees be paid their regular salary by the Board. However, fees earned for jury duty or court appearances on an employee's day(s) off, or during the summer months, do not have to be remitted to the Treasurer of the Board. Such days shall not be deducted from any other leave days. Each employee shall make an earnest effort to have jury duty and court appearances scheduled during the school year postponed until the summer months. The foregoing provision regarding leave for court duty shall not be applicable if the certified employee or the Association is in an adverse position to the Board of Education.

J. UNPAID LEAVE OF ABSENCE

1. A leave of absence without pay may be granted upon the recommendation of the Superintendent and approval of the Board. A written request shall be submitted by the member at least one week prior to the date such leave is to begin. Each request shall be considered upon its individual merits.
2. The member granted such leave may continue to participate in the insurance program provided in this Agreement upon payment to the Treasurer on a monthly basis - by cash, money order, or certified check, - the full cost of said benefit premium.

ARTICLE VI – RETIREMENT-SEVERANCE PAY

- A. Any teacher of the Windham Exempted Village Schools who meets the eligibility requirements for retirement under Ohio law, and retires with ten (10) years' service in the district, shall be eligible to receive severance pay totaling one-fourth (1/4) of the amount of accumulated sick leave to a maximum of seventy-five (75) days.
- B. Any teacher shall receive severance pay totaling ten percent (10%) of the amount of accumulated sick leave between one hundred eighty (180) days and the maximum contractual accumulation for the year he/she retires.
- C. Such payment shall be made only once to any teacher. Payment for sick leave, on this basis, shall be considered to eliminate all sick leave accrued by the teacher at that time.

- D. Any teacher's eligibility for retirement-severance pay shall be determined by the Board. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, and verification from the teacher that the first check has been received.
- E. The above payments shall be exempt from deductions except as provided by law.
- F. Notwithstanding anything in this Agreement or Board policy to the contrary, the Board shall adopt the "AIG VALIC Tax Deferred 403(b) Annuity Plan for Government Employees" Document (the "AIG VALIC 403(b) Plan" with terms that comply with the requirements of this paragraph F.
- G. The terms of the AIG VALIC 403(b) Plan shall include the following:
1. The terms of the AIG VALIC 403(b) Plan shall be mandatory for any teacher actively employed on or after September 1, 2004, who would be entitled to severance pay and any retirement incentive bonus program, under Article VI, and/or any retirement incentive pay (if applicable), or, in the case of a retired/rehired teacher, resigns.
  2. If a retiring teacher is a participant in the AIG VALIC 403(b) Plan, an employer contribution shall be made on his/her behalf under the AIG VALIC 403(b) Plan in an amount equal to the amount of the Participant's severance pay in accordance with Article VI and any retirement incentive pay (if applicable).
  3. The required contribution to the AIG VALIC 403(b) Plan shall be made within the timeframe described in Article VI regarding the payment of severance pay and shall be made within the timeframe bargained regarding the payment of retirement incentive pay (if applicable); provided, however, that if the amount payable to the AIG VALIC 403(b) Plan in the calendar year of retirement would exceed the maximum amount that is permitted under the applicable federal income tax law for that year, the remaining amount, the remaining amount that is permitted under the applicable federal income tax law for that year shall be contributed to the AIG VALIC 403(b) Plan after the first payroll date in January of the next calendar year. Any remaining amounts shall be contributed to the AIG VALIC 403(b) Plan, after the first payroll date in January of the next calendar year for five (5) calendar years after the teacher's retirement year to the maximum permitted under the applicable federal income tax law for each year.
  4. A teacher who is a participant in the AIG VALIC 403(b) Plan shall complete an AIG VALIC 403(b) Plan sponsor enrollment package prior to retirement; and unless and until a teacher does so, no contribution of severance pay and/or retirement incentive pay shall be made to the AIG VALIC 403(b) Plan on behalf of the teacher.
  5. If a teacher is entitled to have a contribution paid to the AIG VALIC 403(b) Plan and dies prior to such contribution being paid to the AIG VALIC 403(b) Plan, the

contribution shall be paid to a beneficiary of the teacher in accordance with the terms of the AIG VALIC 403(b) Plan.

- H. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not an eligible participant in the AIG VALIC 403(b) Plan will continue to be eligible for any and all severance payments and/or retirement incentive payments (if applicable) in accordance with Article VI and any retirement incentive language bargained. The teacher may elect to defer such payments to a tax-sheltered annuity that is tax qualified under Internal Revenue Code Section AIG VALIC 403(b) [a "TSA"] as permitted by law and Board policy.
- I. All contributions to the AIG VALIC 403(b) Plan, all deferrals to a TSA and all check payments to teachers shall be subject to reduction for any tax withholding or other withholding that the Treasurer, in his/her sole discretion, determines is required by law. Neither the Board nor the Windham Teachers Association guarantee any tax results associated with the AIG VALIC 403(b) Plan, deferrals to a TSA or check payments made to a teacher.

## ARTICLE VII – VACANCIES, PROMOTIONS, TRANSFERS

### A. VACANCIES

- 1. With respect to vacancies in the following positions, the administration agrees to post such vacancies for at least seven (7) days when school is in session, and send notice with paychecks when school is not in session, and hold such positions open for at least seven (7) days following that pay date:
  - a. Newly created positions, or restored positions, in the certificated staff.
  - b. Promotional openings (any positions where remuneration exceeds teacher's base salary schedule).
  - c. Positions arising as a result of deaths, resignations, terminations, retirements, openings as a result of transfers, and nonrenewals.
  - d. Supplemental contract positions.
  - e. Extended leave of absence (for a full school year) of a bargaining unit member.
- 2. The seven (7) day waiting period may be waived by the Superintendent, with the knowledge of the Association President, when, on account of unusual circumstances, a delay of filling a position might have a detrimental effect on the school system. In this circumstance, the vacancy will still be posted but with notification that the seven (7) day notice period is waived. Additionally, teachers who have notified the

Superintendent of their request to transfer, as set forth in Section B of this article, shall be notified by phone of the vacancy.

3. The Superintendent shall determine whether said vacancy shall be filled and, upon compliance with Section A herein, shall have the sole right to fill all vacancies.
4. The Association President shall receive a copy of all postings as the vacancies are posted.
5. The posting shall include certification and qualifications.

#### B. TRANSFERS

1. Teachers wishing to transfer shall send a written request to the Superintendent indicating the reason for transfer and listing any building, subject, or grade preferences. Letters may be used to apply for specific openings that are announced.
2. For transfers initiated by the administration, a meeting shall be held between the affected teacher and the Superintendent or designee. At such meeting, an attempt will be made to explain the needs of the system and to consider the personal concerns of the teacher including his/her seniority and desires. However, the decision of the Superintendent or designee shall be final.

#### C. FILLING POSITIONS

1. In filling vacancies, the following factors shall be considered:
  - a. Training and certification.
  - b. Experience.
  - c. Subject and district needs.
2. Each qualified member of the bargaining unit applying for a vacancy shall be interviewed.
3. Whenever possible, and consistent with the goals of the system, vacancies shall be filled from within the current full-time staff, with those requesting transfer to the vacant position having priority.
4. Whenever possible, the receiving Principal shall be involved in the staff selection process.
5. Teachers may withdraw a request for transfer any time prior to the written notification of transfer.
6. Section C, herein, shall not pertain to the filling of administrative positions.

## ARTICLE VIII – WORKING CONDITIONS

- A. The Board will comply with statutory requirements for issuing individual contracts. Each contract shall state:
1. Name of employee.
  2. Name of school district and Board of Education employing said employee.
  3. Type of contract (limited or continuing); if limited, for one (1) year, or number of years contract is to be in effect.
  4. Employee agreement that he/she shall abide by the rules, regulations, and policies of the Board; and
  5. Provision for signature and date of the signature of the employee.

The Board and Association agree that since the compensation of each employee is specifically defined under the terms and conditions of this Negotiated Agreement, the annual salary notice prescribed under O.R.C. §3319.12 is no longer required and the Board is relinquished from any duty to provide same. The Superintendent shall send each teacher a written notice before the first day of July stating the teacher's initial building and subject and/or grade level assignment(s), provided such notice shall not restrict the right to change assignment.

- B. RESIGNATIONS: Members of the bargaining unit shall have the right to resign on or before July 10.
- C. The length of the teacher work year shall be one hundred eighty-three (183) days. These days may be used for instructional, teacher records days and/or teacher inservice as determined by the administration.
- D. THIRTY-MINUTE LUNCH AND THE SCHOOL DAY: The length of the workday shall not be longer than seven and one-half (7 1/2) hours including a thirty- (30) minute duty-free, uninterrupted lunch period. The administration may extend the workday beyond the seven and one-half (7 1/2) hour day, ten (10) times per year. Such extension of the workday shall not exceed one (1) hour. The supervision of the student traveling to and from the lunch room shall not be done during the teacher's thirty (30) minute lunch period. During lunch, not more than one-third (1/3) of the teachers assigned to a building will be given permission to leave. Teachers who have legitimate appointments after school may be excused at the end of the student day after notifying the Building Principal. Early dismissal shall not interfere with contracted after-school obligations of teachers.
- E. Workbook and class fees shall be collected at building offices after January 1 each year.

F. PLANNING TIME: Each teacher shall have a minimum of two hundred (200) minutes planning time per week.

Fourteen and one-quarter (14¼) hours per day of aide time to be used equitably to provide elementary teacher planning time.

G. PAYDAYS

Salary will be paid on the basis of twenty-four (24) equal pays on the tenth (10<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month to coincide with the payroll of all other employees. If a payday falls on a weekend or holiday, that payday shall be the last workday prior to the weekend or holiday. If a payday falls on a day that schools are scheduled to be closed, checks will be mailed the prior business day unless, at the employee's option, he/she elects to receive the paycheck at the scheduled workplace. If the payday falls on a calamity day, checks will be distributed on the next business day.

**ARTICLE IX -- INTERNAL SUBSTITUTING**

The Board of Education recognizes that in most instances, a qualified substitute should be obtained to replace an absent teacher. When a regular teacher is required to assume a class of an absent teacher who did not report to work or left work, then he/she shall be paid at the following prorated rates per hour:

	Maximum
2011-2012	\$22.82

The consolidation of classes due to an absent teacher shall permit the payment of internal teacher substituting not to exceed the following total costs per day divided equally among the teachers who take the students normally assigned to the absent teacher. This provision is applicable only if a teacher loses his/her planning period or is required to assume control over students not normally assigned to his/her class.

	Maximum
2011-2012	\$140.98

**ARTICLE X -- PERSONNEL FILES**

A. The Board of Education shall maintain only one (1) personnel file on each teacher. Said personnel file shall be maintained in one (1) central location for each teacher. Grievances shall not be placed in said personnel file. Said file shall be open for inspection during regular office hours by the teacher by giving twenty-four (24) hour notice to the Superintendent or designee. Such inspection shall occur in the presence of an administrator. The file shall be maintained in a secure and private place, and shall be available only to the

Board in executive session, a Board member in the presence of the Superintendent or designee, counsel for the Board, the Administrators, and the teacher or teacher's designee.

- B. Anything placed in the file shall be dated and identified as to source, except payroll records and routine financial information, shall be shown to the teacher prior to placement in the file. Said item shall be signed by the teacher, meaning only that the teacher has seen the item. Upon request, a bargaining unit member shall be provided a copy of any document contained in such personnel file, at his/her expense.
- C. If a teacher and Superintendent or designee agree that there is adequate evidence that certain material in the teacher's personnel file is false, inappropriate or irrelevant, such material shall be removed from the file or corrected. In any case, if a teacher feels that the file contains information which is inaccurate, irrelevant, or incomplete, such teacher may attach a written statement to the disputed information in accordance with Ohio Revised Code 1347.
- D. Evaluation or written complaints regarding a teacher's performance shall be placed in the personnel file, in the central office, within fifteen (15) working days of a conference between the teacher, the Immediate Supervisor, and, if so desired by the teacher, a representative of the Association.
- E. When a written complaint is made by a student(s) or the parent(s) of a student, or any other member(s) of the public concerning the conduct, service, character, or personality of a bargaining unit member which is deemed serious enough to become a matter of formal record, the member shall be informed of the complaint by his/her Principal. The teacher may, if he/she desires, attach a response to the written complaint.
- F. When a Principal or other administrator finds it necessary to make a notation in a member's file which reflects adversely upon the member's conduct, service, character, or personality, he/she shall afford the member an opportunity to read such notation. The bargaining unit member shall acknowledge that he/she has read such notation by affixing his/her signature on the actual document filed, with the understanding that such signature does not indicate his/her agreement with its contents. The bargaining unit member shall also have the right to answer such notation, and his/her answer shall be attached to the personnel file.
- G. A copy of the administrator's notation shall be given to the bargaining unit member.
- H. Information relating to negative comments regarding teacher performance that is over five (5) years old shall not be used by the Board to adversely affect the contractual status of a teacher.

## ARTICLE XI – EVALUATION

### A. PURPOSES OF EVALUATION

- To improve the educational program.
- To assess an employee's work performance.
- To help the employee to achieve greater effectiveness in performance of the work assignment.
- To constitute a basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

### B. FREQUENCY OF EVALUATION

1. First-Year Teachers: All first-year teachers, or teachers new to the district, will be evaluated no less than twice during the first year. Not less than two (2) written observations will be made prior to each evaluation. The first evaluation shall be completed by January 1. The second will be completed prior to April 1.
2. Limited Contract Teachers: Except for first-year teachers, all Limited Contract teachers will be evaluated no less than once each year. Not less than two (2) written observations will be made prior to formal evaluation. The formal evaluation will be completed prior to April 1.
3. Continuing Contract Teachers: Continuing contract teachers will be evaluated every other year. Last names beginning with "A" through "L" will be evaluated prior to April 1 for the 2011-12 school year. Continuing contract teachers whose last names begin with "M" through "Z" will be evaluated prior to April 1 for the 2012-13 school year. One (1) written observation will be completed every other year for all continuing contract teachers by April 1. This sequence shall continue thereafter.
4. Except for first year teachers, employees whose performance has been found deficient to the extent that a recommendation of contract non-renewal or other adverse personnel action is a strong possibility, will be subject to a second evaluation. The second evaluation shall be conducted between February 1 and April 1.

### C. GENERAL PROVISIONS

1. The Observation Report and Evaluation Report Forms shall be included in the master agreement.
2. Classroom observation of work performance for the purpose of preparing the final written evaluation shall be conducted openly and with the full knowledge of the evaluatee. This does not require advance notice of an observation.

3. A formal observation may be postponed by mutual agreement between the evaluator and evaluatee.
4. A formal classroom observation shall be no less than thirty (30) and no more than ninety (90) minutes in length. Such time shall be uninterrupted. Observations will be at least six (6) working days apart.
5. The evaluator will schedule a conference with the evaluatee within seven (7) school days following each observation, at which time the teacher's performance will be discussed, and, if necessary, specific recommendations for improvement will be made.
6. All observations and the final written evaluation must be dated and signed by both the evaluator and the teacher. Such a signature shall mean the teacher has been provided a copy of the document.
7. A teacher shall be given a copy of his/her evaluation before it is placed in his/her personnel file. No written evaluations or observations shall be placed in the teacher's personnel file without a conference with the teacher. The teacher shall have the right, within seven (7) days, to attach a rebuttal to any written observation or to the final written evaluation. (See Section C, paragraph 2.)
8. Three (3) copies of the Evaluation Report are to be signed by both parties. One (1) copy is for the Principal, one (1) for the Superintendent, and one (1) for the teacher.
9. Evaluations and observations shall be conducted by the Principal or his/her designated Assistant Principal.
10. For the evaluation process to be considered completed, the following shall occur:
  - a. Evaluator must complete the formal Observation Report.
  - b. Evaluator must complete the Evaluation Report.
  - c. Evaluator and evaluatee must have a conference.
  - d. Evaluator and evaluatee must sign the Evaluation Report.
11. Nurses, counselors, and librarians will be evaluated in the same manner as classroom teachers, with the exception that classroom observation will not apply. Instead, the Nonclassroom Teacher Observation Report will be used and shall be included as part of the evaluation system.
12. Traveling teachers will be observed in their home buildings. Upon request of the traveling teacher and/or the Administrator, additional observations and evaluations shall be made by another evaluator(s) in other assigned building(s).

13. Observations other than classroom observations will not constitute formal observations, but may be included under "Comments" on the teacher Evaluation Reports. Nothing in this section shall be construed to limit the right of the administration to make informal observations of a teacher at any time.
14. Conflict with Statute. The evaluation and observation procedures contained in this Article are exclusive and supersede any and all observation and evaluation procedures contained in the Ohio Revised Code.

D. IMPLEMENTATION

1. An Observation Report will be completed by the evaluator for each formal teacher evaluation in an indelible form. The evaluator's appraisals indicate observations made on a day-to-day basis throughout the school year and are not limited to formal classroom observations.
2. An Evaluation Report based upon the information obtained in the observations and the "Comments" section will be completed by the evaluator before or during the conference. During the conference, the teacher will receive an exact duplicate for both the Observation Report and Evaluation Report. The evaluator will then discuss both the Observation Report and the Evaluation Report with the teacher.

If any items in Sections I, II, III, IV, or V are indicated to be in need of improvement or unsatisfactory, the evaluator must write specific recommendations for such improvement in the spaces provided. The date of the conference must be indicated on the Evaluation Report, and all three (3) copies will be signed by both the evaluator and evaluatee. The teacher must also check the appropriate box indicating that he/she concurs or does not concur with the evaluation. If the latter box is checked, the teacher must submit, within five (5) school days, three (3) copies of his/her reasons for nonconcurrence, if the teacher so desires his/her rebuttal to be included in his/her personnel file. This statement will become a permanent part of the Evaluation Report, and shall be signed by both the teacher and the evaluator. The two (2) signatures will indicate that the conference was held and that all pertinent items on the Observation Form and the Evaluation Report were discussed.

ARTICLE XII – FAIR DISMISSAL

A. CONTRACT TERMINATION: Contract termination shall be in accordance with O.R.C. §3319.16.

B. NONRENEWAL OF LIMITED CONTRACT

1. No teacher may be nonrenewed until the procedures set forth in this article are followed.

2. If Superintendent intends to recommend nonrenewal of a limited contract teacher, he/she shall give the teacher a written letter outlining his/her intent and the reasons for such action. In the case of a teacher whose limited contract may be recommended for nonrenewal, the teacher in question must have been evaluated in accordance with the evaluation procedure set forth in Article XII (Evaluation).
3. Any teacher found deficient shall be given the stated deficiencies, recommendations for improvement, afforded administrative assistance, and evaluated again.
4. Any teacher given an intent to non-renew shall be afforded a hearing with the Board in executive session.
5. The nonrenewal procedures contained in this Article are exclusive and supersede any and all nonrenewal procedures contained in the Ohio Revised Code.

C. NONRENEWAL OF SUPPLEMENTAL CONTRACTS

Supplemental Contracts expire at the end of their term and do not need to be nonrenewed.

**ARTICLE XIII – ASSOCIATION RIGHTS AND MANAGEMENT RIGHTS**

A. ASSOCIATION RIGHTS

1. The Association's rights, as representative of the teachers, are those rights specifically set forth in this Agreement.
2. The Association shall have the right to use the bulletin boards in teacher lounges, and to use the internal school mail.
3. The Association shall have the same rights to notice of and attendance at Board meetings as are granted to other organizations by the Board policy adopted to implement the provisions of the Public Meeting Law. The Association shall be provided with the agenda in advance of regular Board meetings. The Association President shall be sent one (1) copy of approved Board minutes.
4. Association representatives shall be permitted to meet with teachers during their lunch or planning time, so long as there is no disruption of school or interference with a teacher's regularly assigned duties.
5. The Association shall be permitted to use school facilities for Association meetings.
6. During the opening day meeting, the Association shall be permitted to conduct a business meeting not to exceed thirty (30) minutes in length.

- B. MANAGEMENT RIGHTS: The Board of Education, on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and/or of the United States, except as specifically and expressly limited by the terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms of this Agreement are in conformance with the Constitution and laws of the State of Ohio, and the rules and regulations of the State Board of Education, and the Constitution and laws of the United States.

#### ARTICLE XIV – BOARD POLICY BOOK

A copy of the Board Policy Book will be placed in each school office with free access to the teacher. A copy will also be given to the Association President.

#### ARTICLE XV – REDUCTION IN FORCE

##### A. REDUCTION

If the Board determines to effect a planned reduction in the number of teachers, it may implement a reduction in force for the following reasons:

1. Decreased enrollment of pupils.
2. Decrease in the school district's revenues.
3. Return to duty of regular teacher after leave of absence.
4. Suspension of schools or territorial changes affecting the school district.

##### B. METHOD OF REDUCTION

1. Attrition: The number of teachers affected by a reduction in force (RIF) shall be kept to a minimum by not employing replacements for teachers who die, retire, resign, are terminated (O.R.C. §3319.16), or whose contracts are not renewed. The employment of replacements for some positions may be necessary in the event that teachers in the system do not possess the necessary certification.
2. Reduction In Force
  - a. A list shall be prepared for all teachers according to certification, contract status, and seniority within all areas of certification for each teacher. This list shall be maintained and updated each November 1.

- b. Seniority shall be determined by the length of continuous service in the Windham Exempted Village School District. Among those with the same period of continuous service, seniority shall be determined by:
- (1) The date of the Board meeting at which the teacher was hired; or if necessary,
  - (2) The date on which the teacher submitted a completed job application; and, if still a tie,
  - (3) Total teaching experience; and, if still a tie,
  - (4) The decision of the Superintendent.

For purposes of RIF, the total period of continuous service time will be equal to the total number of active teaching years, which excludes leaves of absence.

The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

No retire-rehire plan teacher shall have RIF protection.

3. In the event of a RIF, the Board shall issue a formal statement listing the positions to be affected by the RIF.
4. A RIF list shall be prepared by applying the following steps until all necessary reductions have been accomplished.
  - a. First, teachers who will leave the district by reason of retirement, resignation and approved leave of absence, or a nonrenewal of contract.
  - b. Second, the least senior certificated teacher(s) from the position(s) to be affected in keeping with the certification and seniority list.
  - c. In order to effect the reduction of the least senior teachers, the Board shall consider all requests for voluntary transfers prior to instituting a RIF.
5. A teacher who is to have his/her contract suspended as a result of a RIF shall be given written notification of the Board's intended action no later than twenty (20) days prior to the Board's intended action.
6. At least twenty (20) days prior to any Board action, and in no event not later than April 30, the Board shall provide the Association President with written notice, including the reason, of its intent to implement a RIF.

7. Prior to the Board's action on RIF, the Association shall be given the opportunity to address the Board in an executive session for the purpose of presenting, both orally and in writing, its views on the proposed RIF.
8. A RIF shall be implemented by attrition and by suspension of contracts according to the provisions of this article.
9. The Board shall send written notice of layoff by certified mail, return receipt requested. Alternatively, the Board may have the layoff notice(s) personally delivered to the teacher.

C. RECALL

1. All teachers whose contracts are suspended as a result of a RIF program shall be placed on a list stating years of continuous service to the district, contractual status, and subject(s) certified to teach.
2. A teacher on the RIF list shall be offered reinstatement to the positions for which certified at the time of the RIF, or for which he/she becomes certified while on layoff, as set forth on said RIF list, as positions become available and in keeping with the certification, contractual status, and seniority provisions of the RIF list (inverse order--last suspended/first reinstated). It is the responsibility of the teacher to notify the Board in writing, on or before March 1, of any additional area(s) of certification.
3. The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of re-employment or other notice to the teacher. If a teacher fails to accept an offer of re-employment in writing within ten (10) days, or within four (4) days if the offer is delivered to the last known address of the teacher within ten (10) days prior to the start of a school year or semester, from date said offer is delivered to the last known address of the teacher, said teacher shall be considered to have rejected said offer and shall be removed from the RIF list.
4. A teacher on the RIF list shall, upon accepting an offer of re-employment, return to the system with the same seniority, accumulation of sick leave days, and salary schedule placement as the teacher would have received in the year following contract suspension.
5. No teachers new to the district shall be employed until all certified teachers on the RIF list have been offered reinstatement to the positions, in accordance with the provisions of this section.

6. If a teacher on the RIF list accepts full-time employment elsewhere, he/she shall immediately so notify the Superintendent and shall be removed from the RIF list, and have no further recall rights.

D. GENERAL PROVISIONS

1. A teacher who has been released shall, if he/she desires, be placed on the substitute list and be given preferential consideration as a substitute teacher. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the RIF list.
2. A teacher affected by a RIF shall remain on the RIF list for twenty-seven (27) months from the last day of work in the school year.
3. A teacher who has not been recalled by April of the final year of recall rights shall automatically be nonrenewed. However, recall rights shall extend until the end of the twenty-seven (27) months of recall rights.
4. Both the seniority list and the RIF list shall be made available to the Association President.
5. Nothing contained herein shall abridge the Board's right to nonrenew a limited contract teacher in accordance with O.R.C. §3319.11, or to utilize the procedures provided for in O.R.C. §3319.17.
6. This article shall take precedence over any rights to assignment conferred by other articles of this contract. Vacancies shall be filled by recall rather than the procedures set forth in Article VII (Vacancies, Promotions, Transfers).
7. Days herein shall be calendar days.

ARTICLE XVI – INSURANCE

The Board of Education shall provide the following fringe benefits:

- A. Term life insurance in the face amount of Thirty-Three Thousand Dollars (\$33,000.00), with carrier to be selected by the Board. The Board to pay one hundred percent (100%) of the monthly cost of this coverage.
- B. Hospitalization, surgical and major medical coverage shall be provided, with the Board paying ninety-two and one-half percent (92.5%) of single and family coverage for all current employees for the 2011-12 school year and ninety (90%) for the 2012-13 school year. All members will pay twelve percent (12%) for insurance during the 2013-14 school year. For all employees hired on or after September 1, 2001, hospitalization, surgical and major medical coverage shall be provided, with the Board paying ninety percent (90%) of

single coverage and ninety percent (90%) of family coverage. (Change to Comprehensive Major Medical Plan - See Appendix F).

- C. Prescription drug insurance shall be provided, with the Board paying ninety-five (95%) of single coverage and ninety -five percent (95%) of family coverage for all current employees. For all employees hired on or after September 1, 2001, prescription drug coverage shall be provided, with the Board paying ninety percent (90%) of single coverage and ninety percent (90%) of family coverage. The carrier and coverage are to be selected by the Board. (Change to Comprehensive Major Medical Plan – See Appendix F). Prescription card co-pay to be \$3/\$10/\$20 and by mail to be \$6/\$20/\$40 (3 months).
- D. Dental insurance shall be provided with the Board paying ninety-five percent (95%) of single coverage and ninety-five percent (95%) of family coverage for all current employees. For all employees hired on or after September 1, 2001, dental insurance shall be provided, with the Board paying ninety percent (90%) of single coverage and ninety percent (90%) of family coverage. (Change to Comprehensive Major Medical Plan - See Appendix F).
- E. The Board of Education is to select the carrier or carriers.
- F. If the Board changes its insurance from the present insurance policies, it shall provide plans which provide comparable or better benefits as provided in the Comprehensive Major Medical Plan implemented on January 1, 1996.
- G. Employees newly hired in the district shall be deemed eligible for insurance coverage only at such times that they are full time, i.e. when their contract entitles them to the line item salary in full at their place on the salary schedule.
- H. Comprehensive Major Medical Plan, Portage County Consortium (See Appendix F)
  - 1. As part of this program the employee is responsible for out-of-pocket expenses as per the insurance plan.
  - 2. The plan as administered will have a maximum out-of-pocket of \$500/\$1000 in-network and \$900/\$1800 out-of-network per calendar year.
  - 3. The effective date of the Comprehensive Major Medical Plan shall be January 1, 1996.
  - 4. The employee shall be responsible for his/her out-of-pocket expenses incurred under the CMM plan.
- I. A Section 125 Plan (Flexible Spending Plan) as outlined by Benefit Services will be available to all bargaining unit members.
  - 1. Premium contributions will be deducted from paychecks pre-tax as allowed by the 125 Plan A.

2. Any employee wishing to participate in the medical spending account and the dependent care account will pay the Five Dollars (\$5.00) per month fee assessed by the plan. The Board will not cover the expense of participating in both plans. If there are not enough participants interested to meet the minimum cost, the option of belonging to both plans will be withdrawn until enough people wish to participate. There must be a minimum number of thirty (30) participants.

#### **ARTICLE XVII – DUES/PAYROLL DEDUCTIONS**

- A. A teaching employee may, through the Association, authorize payroll deduction for WTA and affiliated dues. Such deductions shall be made in ten (10) equal installments beginning in October and ending in July. Said deductions shall be made by the Treasurer from the second pay of each month beginning with October.
- B. The Treasurer shall make deductions for the following as authorized by the employee:
  1. Annuities
  2. Credit Union
  3. United States Savings Bond
  4. State Teachers' Retirement System (STRS)
  5. Withholding Taxes

#### **ARTICLE XVIII – PROFESSIONAL DEVELOPMENT PROGRAM**

The Board of Education shall appropriate for each fiscal year, a sum of Sixteen Thousand Dollars (\$16,000.00) for professional development to teachers for earned college credit, subject to the following conditions:

- A. The teacher shall have taught in the Windham Exempted Schools for a minimum of three (3) years.
- B. The college course must be taken in education, in or toward an area or additional area(s) of certification permitted by the State Department of Education, or in the specific discipline as currently certified.
- C. Teachers desiring such payment for professional development must meet with the LPDC, and receive the approval of the LPDC and the Superintendent on the appropriate form provided for this purpose, prior to enrolling in the college course. Correspondence courses and distance learning courses shall be approved for purposes of reimbursement. Members not required to seek LPDC approval for course work will have courses approved by the Superintendent.

- D. Teachers shall submit written proof in the form of an official transcript of completed credit at an accredited university/college, with a "C" or better grade or a pass or pass/fail, to the Superintendent by September 15. Should the official transcript not be available by September 15, official notice of grades shall be acceptable until the transcript is available.
- E. All applications for tuition reimbursement shall be turned in by September 15. No application shall be approved for more than twelve (12) semester hours or the equivalent quarter hours per annum. The total amount of money shall be divided by the total amount of approved quarter hours, plus semester hours converted to quarter hours, of all applicants.
- F. Teachers qualifying for such payment for professional development shall receive it in accordance with the procedures established herein at the maximum rate of two hundred twenty-five dollars (\$225.00) for each approved semester hour, or equivalent successfully completed, not to exceed twelve (12) semester hours or equivalent annually per teacher, provided the preceding provisions of this section have been met.
- G. The payment is to be payable in a single sum in a separate check, with the last pay of October.
- H. Each teacher receiving payment for professional development under this section, prior to his/her receipt of such pay, shall agree that he/she will teach in this district for at least one (1) full school year following receipt of such payment for professional development. If such teacher fails to teach in the Windham School District for the required period, the amount of such payment for professional development received during the prior school year shall be deducted from said teacher's final pay.
- I. The application form is attached hereto as Appendix D

**ARTICLE XIX – BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS  
TO THE STRS (SALARY REDUCTION AND RESTATEMENT)**

In accordance with the Internal Revenue Service Rulings 77-462, 81-35 and 81-36, the Association and the Board agree that the Board shall contribute to the State Teachers' Retirement System (STRS), in addition to Board's required employer contribution, an amount equal to the employee's contribution to the STRS in lieu of payment of said amount to each employee, and that such amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary or hourly rate otherwise payable to each employee.

- A. The dollar amount to be "picked up" by the Board of Education:
  - 1. Shall be credited to the STRS as employee contributions under the authority of Ohio Attorney General Opinion 82-097;

2. Shall be included in computing an employee's final average salary for STRS purposes and in reporting teacher-authorized credit information to financial institutions;
  3. Shall not be reported by the Board as subject to current federal and state income taxes; and
  4. Shall not be reported by the Board as subject to city income taxes.
- B. Each employee will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax-deferred compensation plans.
- C. For purposes of this provision, an employee's total annual salary and/or salary per pay period shall be the salary specified in salary schedule for each school year of this Agreement. The total annual salary and/or salary per pay period shall be payable by the Board in two (2) components: 1) deferred salary and 2) cash salary.
1. Deferred Salary: An employee's deferred salary shall be equal to that percentage of said employee's total annual salary and/or salary per pay period which is required by the STRS to be paid as an employee contribution by said employee.
  2. Cash Salary: An employee's cash salary shall be equal to the employee's total annual salary and/or salary per pay period less the amount of the deferred salary for said employee, and shall be payable to said employee subject to applicable payroll deductions. The Board's total expenditures for employee's salaries as specified in the salary schedule for each school year of this Agreement and its employer contributions to the STRS shall not be greater than the amounts the Board would have paid had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to the STRS based upon the employee's total annual salary and/or salary per pay period.
- E. An addendum to each employee's contract or salary notice (for hourly employees) currently in effect shall be prepared/distributed which states:
1. That the employee's contract salary or hourly rate is being restated as consisting of a cash salary and deferred salary which is equal to the amount of the employee's contribution to the STRS being "picked up" by the Board on behalf of the employee;
  2. That the Board will contribute to the STRS, an amount equal to the employee's required contribution to the STRS for the account of each employee; and
  3. That life insurance, sick leave pay, assault leave pay, supplemental pay, extended service pay, Workers' Compensation benefits, Unemployment Compensation benefits, or any other compensation or benefit which is indexed to or otherwise

determinable by reference to the employee's rate of pay, shall be calculated upon the combined cash salary and the deferred salary of the employee.

- F. Contracts and salary notices for members of the bargaining unit shall comply with the provisions of this section.
- G. It is understood and agreed by the Board and the Association that in future negotiations for salary purposes, the total amount of the base salary as set forth in the salary schedule shall be considered the gross salary of the teacher.

#### **ARTICLE XX – CONTRACT MAINTENANCE**

- A. **ENTIRE AGREEMENT CLAUSE:** Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. **WAIVER OF NEGOTIATIONS:** The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals in any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the entire contract between them, and settles all demands and issues on all matters within the scope of negotiations.

The Board and the Association shall voluntarily waive, during the life of this Agreement, negotiation rights, and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred or covered in this Agreement.

- C. **CONFLICT WITH THE LAW CLAUSE:** If, during the term of this contract, there is a change in any applicable state or federal law, or rule or regulation adopted by the State Department of Education, concerning mandatory subjects of bargaining which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected term(s) or conditions(s) within thirty (30) days. All remaining provisions shall remain in full force and effect.

#### **ARTICLE XXI – DURATION AND INTENT OF AGREEMENT**

- A. This Agreement and the appendices hereto constitute the whole agreement between the Windham Board of Education and the Windham Teachers Association; and shall become effective at 12:01 a.m. on September 1, 2011, and shall continue in full force and effect until midnight (12:00 a.m.) August 31, 2014.
- B. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first mentioned above.

## ARTICLE XXII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

### A. Committee

1. A seven (7) member Local Professional Development Committee (hereinafter referred to as "LPDC") shall be established. The members shall be employees of the Windham Local School District Board of Education (hereinafter referred to as "BOARD").
2. A majority of the members of the LPDC shall be members of the bargaining unit and shall be appointed by the president for terms of three (3) years.
3. Non-bargaining unit members of the LPDC will be appointed by the Superintendent, with one (1) LPDC member appointed for a term of three (3) years and one (1) member appointed for a term of two (2) years and one appointed to a term of one (1) year. Thereafter, all members will have three year terms.
4. In any vote/decision affecting a license, certification or professional development plan of a non-bargaining unit member, only two (2) of the four (4) bargaining unit members of the LPDC may vote.

### B. Meetings of the LPDC

1. The LPDC may only act when a quorum is present. A quorum of the LPDC consists of no less than three (3) members of the Association and two (2) members appointed by the BOARD. All action must be recorded in LPDC minutes.
2. The LPDC shall meet four (4) times annually and at other times as it may determine. Additional meetings may be convened by a majority of its membership. Location and time of the meetings shall be established by the LPDC.
3. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained, copies of which shall be sent to the WTA president. The LPDC shall have an adequate and secure place to store and maintain records of the LPDC which shall be separate from teachers' personnel files.

### C. Duties and Powers of the LPDC

1. The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committee; and to the adoption and amendment of its bylaws.

2. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure.
3. The LPDC shall report on its actions in a prompt and timely manner to the Board and the ASSOCIATION. Members of the LPDC shall be immune from liability for any official action of the LPDC.

D. Limitations

1. The LPDC shall have no duties other than those explicitly stated herein. No action of the LPDC shall bind the BOARD and ASSOCIATION in any manner that may be contrary to any provision of the Negotiated Agreement, this policy, other Board policy or any law or regulation governing the operation of local school districts.
2. No action of the LPDC shall bind the BOARD or ASSOCIATION in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the BOARD.

E. Appeal of a Decision of the LPDC

The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent panel to hear and decide such appeals.

F. Compensation

1. LPDC members may, upon approval of the Superintendent, be released from their responsibilities for meeting during the regular school day.
2. LPDC members who are members of the bargaining unit will be compensated at two percent (2%) of the BA-0 base salary.

**ARTICLE XXIII – SICK LEAVE TRANSFER**

- A. When a teacher or a member of his or her immediate family has a catastrophic illness or injury requiring prolonged hospitalization or recovery and has exhausted all of his or her accumulated sick leave and additional days are still needed, then he or she may request that the additional days be transferred from other teachers with accumulated sick leave.

The teacher seeking additional sick days shall supply a physician's statement to the Treasurer's office indicating a catastrophic illness. The teacher seeking additional sick days shall supply a HIPPA waiver only for the purpose of supplying the physician's statement.

- B. Teachers willing to transfer sick days shall so indicate by signing up on a list maintained at the Treasurer's office. Teachers transferring sick days are limited to the transfer of only one (1) sick day per transfer session. Once a teacher has signed up to transfer sick leave days, his or her name shall remain on the list until he or she opts out. No sick days are actually transferred until a teacher requesting the transfer, as defined in paragraph A, requests the additional days. In transferring days, the Treasurer shall first transfer one day from the teacher with the highest accumulated leave and shall continue down the list from highest to lowest accumulated leave.
- C. Any employee transferring sick leave days shall not be permitted to deplete his or her own sick leave accumulations below thirty (30) days.
- D. The number of transferred days shall not exceed the number requested or the number of days missed.

#### **ARTICLE XXIV – HEALTH INSURANCE OPT OUT**

- A. Any teacher who is eligible to be covered by the district's health insurance program for hospitalization/major medical, dental, and drug and is currently covered, chooses to opt out of the program shall receive an annual payment of three thousand dollars (\$3,000.00) payable at the close of each school year in which the employee has chosen the opt out.
- B. Employees who are currently not covered by the district's program, including retire-rehires, or employees married to each other do not qualify for the opt out.

WINDHAM EXEMPTED VILLAGE SCHOOLS  
CLASSROOM TEACHER OBSERVATION REPORT

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_

Class Size: \_\_\_\_\_ Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Teacher's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)

1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of content.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction/relevant assignments.				
D	Correlates objectives with course of study/standards.				
E	Utilizes provided manipulatives and materials as needed.				
F	Assesses student learning.				

2. The Classroom/Learning Environment		M	NI	U	N/O
A	Maintains a safe and functional classroom climate.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for learning.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages student behavior. Communicates procedures and consequences. Provides for appropriate discipline.				

3. Instruction		M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom time.				
F	Maintains accurate records.				

Summary/Comments/Commendations:

Teacher Comments:

Signatures:

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Observation Conference Date: \_\_\_\_\_

WINDHAM EXEMPTED VILLAGE SCHOOLS  
CLASSROOM TEACHER SUMMATIVE EVALUATION REPORT

Teacher: \_\_\_\_\_ Building: \_\_\_\_\_

Class Size: \_\_\_\_\_ Subject: \_\_\_\_\_ Grade: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Teacher's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)				
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1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of content.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction/relevant assignments.				
D	Correlates objectives with course of study/standards.				
E	Utilizes provided manipulatives and materials as needed.				
F	Assesses student learning.				

2. The Classroom/Learning Environment		M	NI	U	N/O
A	Maintains a safe and functional classroom climate.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for learning.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages student behavior. Communicates procedures and consequences. Provides for appropriate discipline.				

3. Instruction		M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom time.				
F	Maintains accurate records.				

4. Professionalism		M	NI	U	N/O
A	Provides accurate data to school/district personnel.				
B	Attendance is punctual.				
C	Participates in required staff meetings/in-servicing.				
D	Utilizes support staff appropriately.				
E	Informs appropriate personnel of school-related matters.				
F	Is responsive and available to parents.				
G	Follows written Board and administration policies, procedures and regulations				

School Involvement (if applicable):

Summary/Comments/Commendations:

Teacher Comments:

To Be Checked By the Teacher:

\_\_\_\_\_ I concur with the Evaluation

\_\_\_\_\_ I do not concur with the Evaluation

Signatures:

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Observation Conference Date: \_\_\_\_\_

WINDHAM EXEMPTED VILLAGE SCHOOLS  
NON-CLASSROOM TEACHER OBSERVATION REPORT

Staff Member: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Staff Member's Initials: \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)				
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1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of content.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction/relevant assignments.				
D	Correlates objectives with course of study/standards.				
E	Utilizes district and community resources appropriately				
F	Assesses student needs.				

2. The Classroom/Learning/Professional Environment		M	NI	U	N/O
A	Maintains a safe and functional work environment.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for student performance.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages student behavior. Communicates procedures and Consequences as needed. Provides for appropriate discipline.				

3. Instruction/Student Interaction		M	NI	U	N.O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom/work time.				
F	Maintains accurate records.				

Summary/Comments/Commendations:

Staff Member Comments:

Signatures:

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Member: \_\_\_\_\_ Date: \_\_\_\_\_

Observation Conference Date: \_\_\_\_\_

WINDHAM EXEMPTED VILLAGE SCHOOLS

NON-CLASSROOM TEACHER SUMMATIVE EVALUATION REPORT

Staff Member: \_\_\_\_\_ Building \_\_\_\_\_

Position: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Date \_\_\_\_\_

Time in: \_\_\_\_\_ Administrator's Initials: \_\_\_\_\_

Time out: \_\_\_\_\_ Staff Member's Initials \_\_\_\_\_

Key: M (Meets Expectations) NI (Needs Improvement) U (Unsatisfactory) N/O (Not Observed)				
--	--	--	--	--

1. Organization, Planning and Preparation		M	NI	U	N/O
A	Demonstrates knowledge of specialty area.				
B	Demonstrates knowledge of resources/materials/supplies.				
C	Designs coherent instruction and presentations.				
D	Correlates objectives with course of study/standards.				
E	Utilizes district and community resources appropriately.				
F	Assesses student needs.				

2. The Classroom/Learning/Professional Environment		M	N I	U	N/O
A	Maintains a safe and functional work environment.				
B	Creates an environment of respect and rapport.				
C	Establishes and communicates expectations for student performance.				
D	Manages transitions.				
E	Displays a positive attitude towards students.				
F	Manages/monitors student behavior. Communicates procedures and consequences as needed. Provides for appropriate discipline.				

	3. Instruction/Student Interaction	M	NI	U	N/O
A	Provides for differences in capacities of students.				
B	Provides clear and explicit directions.				
C	Utilizes effective questioning strategies and elicits student participation.				
D	Monitors student understanding and provides feedback to students.				
E	Effectively uses classroom/work time.				
F	Maintains accurate records.				

	4. Professionalism	M	NI	U	N/O
A	Provides accurate data to school/district personnel.				
B	Attendance is punctual.				
C	Participates in required staff meetings/in-servicing.				
D	Utilizes support staff appropriately.				
E	Informs appropriate personnel of school-related matters.				
F	Is responsive and available to parents.				
G	Follows written Board and administration policies, procedures and regulations				

School Involvement (if applicable):

Summary/Comments/Commendations:

Teacher Comments:

To Be Checked By the Teacher:

\_\_\_\_\_ I concur with the Evaluation

\_\_\_\_\_ I do not concur with the Evaluation

Signatures:

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher: \_\_\_\_\_

Date: \_\_\_\_\_

Observation Conference Date: \_\_\_\_\_

**ARTICLE XXV – SALARY SCHEDULE**

A. The base salary for the year covered by this agreement remains unchanged and is as follows:

2010-2011	\$32,832	Appendix B
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B. For 2012-2013, there will be a 4500.00 stipend included in the first paycheck in September for all members.

For 2013-2014, there will be a 0% increase on the base. There will be a wage reopener at the discretion of and initiated by the WTA.

## APPENDIX B

WINDHAM SALARY SCHEDULE

EFFECTIVE FOR 2011-2014

MAXIMUM +0.0%

BASE: \$32,832

EXPERIENCE STEP	BACHELOR'S	BACHELOR'S + 15	MASTER'S	MASTER'S + 20
STEP 0	32,832	34,539	37,954	39,661
STEP 1	34,539	36,247	39,661	41,368
STEP 2	36,247	37,954	41,368	43,076
STEP 3	37,954	39,661	43,076	44,783
STEP 4	39,661	41,368	44,783	46,490
STEP 5	41,368	43,076	46,490	48,197
STEP 6	43,929	45,636	49,051	50,758
STEP 7	45,636	47,344	50,758	52,466
STEP 8	47,344	49,051	52,466	54,173
STEP 9	49,051	50,758	54,173	55,880
STEP 10	50,758	52,466	55,880	57,587
STEP 11	52,466	54,173	57,587	59,295
STEP 12	54,173	55,880	59,295	61,002
STEP 13	54,173	57,587	61,002	62,709
STEP 14	54,173	57,587	62,709	64,416
STEP 15	54,173	57,587	62,709	64,416
STEP 16	54,173	57,587	62,709	64,416
STEP 17	54,173	57,587	62,709	64,416
STEP 18	54,173	57,587	62,709	64,416
STEP 19	54,173	57,587	62,709	64,416
STEP 20	55,814	59,229	64,679	66,058
STEP 21	55,814	59,229	64,679	66,058
STEP 22	55,814	59,229	64,679	66,058
STEP 23	55,814	59,229	64,679	66,058
STEP 24	55,814	59,229	64,679	66,058
STEP 25	57,538	60,953	66,731	67,782
STEP 26	57,538	60,953	66,731	67,782
STEP 27	57,538	60,953	66,731	67,782
STEP 28	57,538	60,953	66,731	67,782
STEP 29	57,538	60,953	66,731	67,782
STEP 30	59,344	62,758	68,865	69,587

**WINDHAM SUPPLEMENTAL CONTRACTS**

	<b><u>SALARY - % OF</u></b> <b><u>B.A. BASE</u></b>
<b>A. <u>FOOTBALL</u></b>	
HEAD COACH	16.0
ASSISTANT COACH (4)	10.5
JUNIOR HIGH (2)	7.0
ASSISTANT JUNIOR HIGH (8 <sup>TH</sup> )	5.0
ASSISTANT JUNIOR HIGH (7 <sup>TH</sup> )	5.0
<b>B. <u>BASKETBALL</u></b>	
HEAD COACH (2)	16.0
ASSISTANT COACH	10.5
FRESHMAN ASSISTANT COACH	10.5
8 <sup>TH</sup> GRADE (2)	8.0
7 <sup>TH</sup> GRADE (2)	8.0
5 <sup>TH</sup> & 6 <sup>TH</sup> GRADE (2)	3.5
<b>C. <u>TRACK</u></b>	
HEAD COACH (2)	10.5
ASSISTANT COACH (2)	7.0
JUNIOR HIGH (2)	4.5
ASSISTANT JUNIOR HIGH (2)	3.0
<b>D. <u>CROSS COUNTRY</u></b>	
HEAD COACH	7.5
JUNIOR HIGH CROSS COUNTRY	3.5
<b>E. <u>VOLLEYBALL</u></b>	
HEAD COACH	16.0
ASSISTANT COACH	10.5
FRESHMAN	7.0
8 <sup>TH</sup> GRADE	7.0
7 <sup>TH</sup> GRADE	7.0
5 <sup>TH</sup> & 6 <sup>TH</sup> GRADE	3.5

	<u>SALARY - % OF</u> <u>B.A. BASE</u>
<b>F. <u>GOLF</u></b>	
HEAD COACH	9.0
<b>G. <u>BASEBALL</u></b>	
HEAD COACH	10.5
ASSISTANT COACH	7.0
<b>H. <u>SOFTBALL</u></b>	
HEAD COACH	10.5
ASSISTANT COACH	7.0
<b>I. <u>ATHLETIC DIRECTORS</u></b>	
ATHLETIC DIRECTOR	18.0
ASSISTANT ATHLETIC DIRECTOR	11.0
<b>J. <u>CHEERLEADER COACHES</u></b>	
HIGH SCHOOL	8.0
ASSISTANT HIGH SCHOOL	6.5
JUNIOR HIGH	5.0
<b>K. <u>ADVISORS</u></b>	
HIGH SCHOOL YEARBOOK ADVISOR	7.0
JUNIOR HIGH YEARBOOK ADVISOR	4.0
HIGH SCHOOL STUDENT COUNCIL ADVISOR	4.0
JUNIOR HIGH STUDENT COUNCIL ADVISOR	3.0
EAST ELEMENTARY STUDENT COUNCIL ADVISOR	3.0
SENIOR CLASS ADVISOR	4.0
JUNIOR CLASS ADVISOR	3.0
SOPHOMORE CLASS ADVISOR	2.0
FRESHMAN CLASS ADVISOR	2.0
JUNIOR HIGH NATIONAL HONOR SOCIETY	1.5
NATIONAL HONOR SOCIETY ADVISOR	2.0
PLAY DIRECTOR (per play)	4.5
ASSISTANT PLAY DIRECTOR (per play)	2.0

**SALARY - % OF**  
**B.A. BASE**

JUNIOR HIGH OPERETTA	1.5
EAST ELEMENTARY OPERETTA	1.5
MARCHING BAND DIRECTOR	5.0
SUMMER BAND DIRECTOR	9.5
PEP BAND DIRECTOR	2.5
FLAGLINE/MAJORETTE COACH	3.0
DEPARTMENT CHAIRPERSON	3.5
PROM ADVISOR	4.5
SKI CLUB ADVISOR	4.0

**L. EXPERIENCE INDEX**

0	1.00
1	1.03
2	1.06
3	1.09
4	1.12
5	1.15
10	1.20
15	1.25

**APPLICATION FOR PROFESSIONAL DEVELOPMENT PROGRAM  
WINDHAM EXEMPTED VILLAGE SCHOOLS  
APPROVAL REQUEST FOR COLLEGE COURSES**

Name \_\_\_\_\_ School \_\_\_\_\_

Teaching Area \_\_\_\_\_ College/University \_\_\_\_\_

Title of Course \_\_\_\_\_ Hours \_\_\_\_\_

Date of Course \_\_\_\_\_ To \_\_\_\_\_ Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

Graduate Credit \_\_\_\_\_ Undergraduate Credit \_\_\_\_\_

Number of hours previously taken during the past year for which reimbursement has been granted: \_\_\_\_\_

List course(s) and dates: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Teacher's Signature \_\_\_\_\_ Date \_\_\_\_\_

APPROVED \_\_\_ Building Principal \_\_\_\_\_ NOT APPROVED

APPROVED \_\_\_ Superintendent \_\_\_\_\_ NOT APPROVED

Reason(s) for refusal: 1. \_\_\_ Not an approved course.  
2. \_\_\_ Allotted money exceeded at this time.  
3. \_\_\_ Other comments: \_\_\_\_\_  
\_\_\_\_\_

Superintendent \_\_\_\_\_

TO BE COMPLETED IN TRIPLICATE. COPY DISTRIBUTION: Applicant, Building Principal, Superintendent.

**WINDHAM TEACHERS ASSOCIATION**

**GRIEVANCE PROCEDURE FORM A:  
COMPLAINT BY THE GRIEVANT**

Date of Formal Presentation \_\_\_\_\_

Grievant \_\_\_\_\_

Home Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

School Building \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Building Principal of Immediate Supervisor \_\_\_\_\_

Years in the School System. \_\_\_\_\_

Number of Years Teaching Experience \_\_\_\_\_

Name of Association Representative \_\_\_\_\_

Contract Section Allegedly Violated: \_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

Action Requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature of Grievant

Copies to:

**WINDHAM TEACHERS ASSOCIATION**

**GRIEVANCE PROCEDURE FORM B:  
DECISION ON GRIEVANCE — STEP I**

This form is to be completed by the Principal or Administrator.

Grievant \_\_\_\_\_  
School Building \_\_\_\_\_

\_\_\_\_\_ Principal or Administrator

Statement of Grievance:(To be copied from form A; first formally presented (date) \_\_\_\_\_)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date of Decision

\_\_\_\_\_ Signature/Title of Person Rendering Decision

Copies to:

\*\*\*\*\*

Grievant's Response:

- I accept the above decision.
- I do not accept the above decision and hereby request that the grievance be carried to the next step of the procedure.
- I request that a hearing be set.

\_\_\_\_\_ Date of Response \_\_\_\_\_ Signature of Grievant

Copies to:

**WINDHAM TEACHERS ASSOCIATION**  
**GRIEVANCE PROCEDURE FORM C:**  
**DECISION ON GRIEVANCE — STEP 2**

This form is to be completed by the Superintendent.

Grievant \_\_\_\_\_  
School Building \_\_\_\_\_

\_\_\_\_\_ Superintendent

Statement of Grievance: (To be copied from Form A; first formally presented (date) \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_

Decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Date of Decision

\_\_\_\_\_ Signature/Title of Person Rendering Decision

Copies to:

\*\*\*\*\*

Grievant's Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Response

Signature of Grievant

Copies to:

**COMPREHENSIVE MAJOR MEDICAL PLAN  
SAMPLE  
SUMMARY OF SCHEDULE OF BENEFITS**

Following is a summary of benefits covered under this Plan. All benefits are subject to medical necessity unless otherwise stated herein.

All out of state claims and emergencies are to be treated as in-network claims.

Unless otherwise stated, all benefits are subject to the following deductible, copay and maximum amounts:

1. Lifetime Maximum Benefit  
For Eligible Expense .....\$2,000,000 per covered person
  
2. Deductible (calendar year):  
  
In-Network:  
per covered person ..... \$100  
to a family limit of .....\$200  
Out-of-Network:  
per covered person..... \$200  
to a family limit of .....\$400
  
3. Percentage for all Care and Treatment:  
In-Network ..... 90% of the first \$4,000  
Out-of-Network ..... 80% of the first \$3,500
  
4. Individual Out-of-Pocket Maximum per year including deductible:  
In-Network:  
per person .....\$500.00  
per family ..... \$1,000.00  
Out-of Network:  
per person..... \$900.00  
per family..... \$1,800.00
  
5. Maximum Daily Service  
Charge .....Semi-Private Room Charge of Confining Hospital
  
6. Special Care Units (ICU & CCU)..... R&C, subject to  
deductible and coinsurance
  
7. Ancillary Services Maximum ..... R&C, subject to  
deductible and coinsurance

8. In-Hospital Physician Visits..... R&C, subject deductible and coinsurance
9. Diagnostic, X-Ray & Lab-In & Out Patient .....R&C, subject deductible and coinsurance
10. Wellness Benefit (includes Pap Smear, Prostate Test and Mammograms for Employee and Spouse) In-Network..... 100% to a limit of \$300 then deductible and 90%  
Out-of-Network..... Not Covered
11. Colonoscopies (Employee and Spouse) In-Network .....100%  
No deductible. Beginning at age 50: 1 every 5 years or regardless of age if there is a family history, as recommended by a physician
12. Genetic Testing In-Network.....100%  
No deductible  
Out-of-Network ..... Not Covered
13. Well Baby Care (Birth to age 1) In-Network.....100%  
to a limit of \$750 then deductible and 90%  
Out-of-Network..... 80% R & C
14. Well Child Care (age 1 to age 9) In-Network .....100%  
to a limit of \$400 then deductible and 90%  
Out-of-Network..... 80% R & C
15. Surgical Services ..... R&C, subject deductible and coinsurance
16. Anesthesia ..... R&C, subject deductible and coinsurance
17. Inpatient Therapy Services..... R&C, subject deductible and coinsurance
18. Occupational Therapy ..... R&C, subject deductible and coinsurance
  - A. Home Health Care Services (see attached) ..... R&C, subject deductible and coinsurance
  - B. Hospice Care..... 80% R&C  
Limited to 6 months of coverage

- C. Pregnancy Services .....treated as any other illness
- D. Routine Nursery Care ..... R&C, subject to deductible and coinsurance
- 19. Newborn Exam-first inpatient visit only ..... R&C, subject to deductible and coinsurance
- 20. Pre-Admission Testing ..... 100% R&C
- 21. Voluntary Second or Third Surgical Opinion ..... 100% R&C
- 22. Emergency Room Treatment Accident ..... 100% R&C to a limit of \$300 (care received within 90 days as long as initial treatment is received within 72 hours of accident)
- 23. Illness ..... R&C, subject to deductible and coinsurance
- 24. Mental, Nervous Disorders In-Network ..... 90%  
Out-of-Network ..... 80% R&C
- 25. Substance Abuse In-Network ..... 90%  
Out-of-Network ..... 80% R&C  
Inpatient Calendar Year Maximum: \$50,000.00  
Outpatient Calendar Year maximum: \$5,000.00  
(must complete program, if applicable, for any part to be eligible)

**Mental & Nervous Disorders, Alcoholism & Substance Abuse Benefits:**

Inpatient Services: Charges for inpatient services will be payable the same as any other illness payable as listed in the Schedule of Benefits.

Outpatient Benefits: Charges for outpatient services will be payable as listed in the Schedule of Benefits.

Note: Must complete program for any part to be eligible, if applicable.

- 26. Rehabilitation Facility Services ..... 50% R&C  
up to 365 days of coverage

**PRE-EXISTING CONDITIONS FOR NEW PARTICIPANTS:**

27. A condition is deemed to be pre-existing if treatment was received or expense incurred during the three (3) months immediately preceding the effective date.
28. The pre-existing limitation of the contract is satisfied if the participant has gone without treatment or expense incurred for three (3) consecutive months or twelve (12) months have expired while covered under the Plan.

**The following has been added to the Wellness Benefits section:**

Colonoscopies – For the Employee and Spouse, beginning at age 50: 1 every 5 years regardless of age. If there is a family history, as recommended by a Physician. Benefits are payable as listed in the Schedule of Benefits.

The following has been added to the Medical-Surgical Benefits section:

**Genetic Testing and Surgical Procedures for High Risk Patients**

Genetic Testing

The appropriateness of genetic testing must be demonstrated in medical records which identify the patient as having a strong family history of breast cancer and/or ovarian cancer.

Family history is defined by any of the following criteria:

- Multiple relatives are affected;
- Relatives including self were diagnosed at comparatively younger ages than is typical (prior to age 50);
- Relatives have multiple primary cancers;
- There is an autosomal dominant that indicates that the patient is in a common genetic path with her affected relatives.

Results

A patient in any of the following circumstances may be considered at high risk:

- A mutated BRCA gene found by genetic testing;
- Lobular neoplasia (fluid type 2), also referred to as LCIS or lobular carcinoma in situ. (this pertains to removal of the uninvolved breast);
- Atypical lobular hyperplasia, type 1.

Further Treatment

Prophylactic Surgery and reconstruction when results of genetic test BRCA I or BRCA II confirm the mutation of the gene will be covered. This will include a prophylactic mastectomy or oophorectomy.

Such coverage will be subject to annual deductibles and Coinsurance provisions as may be deemed appropriate and as are consistent with those established for other benefits under the Plan or coverage.

Non Covered Conditions

BRCA I and BRCA II testing will be covered one time per lifetime and will not include a second level of testing.

BRCA testing for covered individuals performed primarily for the medical management of other family members that are not covered under the Plan is not covered.

Tissue samples from other family members not covered under the Plan may be required to provide the medical information necessary for the proper care of the covered member.

DENTAL PLAN

- 29. Sealants for Children under Age 14:
  - Pre-Molars .....100%

HOME HEALTH AND HOSPICE CARE

**HOME HEALTH CARE SERVICES:** Provides home and office visits for the treatment of an injury, illness or condition for which you were hospitalized. Visits must begin within 30 days from the date you were discharged. Home Health Care must be prescribed by a physician and reviewed and approved by the physician every two weeks. Benefits are not provided for any visit made more than 365 days after the date of the first visit. We will pay the R&C amounts for the following covered services, subject to the deductible and coinsurance, to a calendar year maximum of 100 visits:

- professional services of a R.N. or L.P.N.
- treatment by physical means, occupational therapy or speech therapy.
- Medical and surgical supplies.
- Prescribed drugs.
- Oxygen and its administration.
- Medical social service consultations.
- Health aid services when you are also receiving covered nursing or Therapy Services.

We do not pay Home Health Care Services for:

- dietician services.
- homemaker services
- maintenance therapy.
- dialysis treatment.
- purchase or rental of dialysis equipment.
- food or home delivered meals.
- training.

**HOSPICE BENEFITS** — Benefits will be payable if an eligible individual has covered charges for services and supplies furnished directly by a hospice. Hospice benefits will be payable to a maximum of 6 months of treatment. Covered Charges include:

1. Room and Board for confinement in a hospice.
2. Services and supplies furnished by the hospice while the patient is confined therein.
3. Part-time nursing care by or under the supervision of a registered nurse.
4. Home health aid services
5. Nutrition services
6. Special meals
7. Counseling services by a licensed social worker or a licensed pastoral counselor
8. Bereavement counseling by a licensed social worker or a licensed pastoral counselor for patient's immediate family as follows:
  - A. The benefit percentage will be 90% up to a maximum of \$1,000.00 for such services; and
  - B. Such services will only be covered during the six month period following the patient's death.

Limitations: Hospice Benefits will only be paid if the eligible individual's attending physician certifies that:

1. The eligible individual is terminally ill; and
2. The eligible individual is expected to die within 6 months or less.
3. Any covered charge paid under hospice benefits will not be considered a covered charge under any other benefit in this program.

"Patient's immediate family" is the patient's spouse and children eligible under this program.

### RX CARD PROGRAM

-- PROGRAM COST --

Copay:                               \$3.00 generic / \$10.00 preferred / \$20.00 non-preferred

(mail 3 months)                   \$6.00 generic / \$20.00 preferred / \$40.00 non-preferred

**Effective September 1, 2010, the Portage Area Schools Consortium, Windham Exempted Village Schools Employee Benefit Plan has been amended to read as follows:**

The following has been added to the Dependent Eligibility section:

**Coverage Expansion to Age 28 (Applies to Medical and Prescription Benefits Only)**

In order for Dependent children to receive benefits to the age of 28, the unmarried child must be:

1. The natural child, stepchild, or adopted child of the employee;
2. An Ohio resident or a full-time student at an accredited public or private institution of higher education;
3. Not employed by an employer that offers any health benefit plan under which the child is eligible for coverage; and
4. Not eligible for coverage under Medicaid or Medicare.

Please note that the older age child does not have to live with the parent, be financially dependent upon the parent or be a student.

An older age child may enroll at the following times:

1. When the child reaches the Plan's limiting age.
2. When the child experiences a change in circumstances.

Limits on pre-existing condition exclusions apply to older age children the same as they apply to any other Participant.

The full cost of the premium for the Dependent coverage will be the responsibility of the Employee/Dependent.

The coverage ends at age 28.

**The following has been added to the Termination of Coverage section:**

**TERMINATION OF COVERAGE**

In addition to the above, coverage with respect to an Individual Dependent terminates:

When such person becomes eligible as an Employee, except as specified in the Eligibility Rules at the beginning of this Summary Plan Description.

When such person ceases to be an eligible Dependent; except that the coverage of a Dependent child shall not cease because of the attainment of the anniversary of his date of birth specified in the definition of "Dependent" hereunder, if proof is furnished to the Administrator within 31 days after such anniversary that on such anniversary, the Dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap and that such child is

chiefly Dependent upon your support and maintenance. The coverage as to such child will be continued while such incapacity continues and while your coverage with respect to your Dependent remains in force, provided such child meets all the requirements of the definitions of "Dependent" except age.

The date the child reached age 28 if all eligibility requirements were met in the "Coverage Expansion to Age 28" section.

For the Windham Teachers' Association

Dyle Hewitt

Debra Etkin

Anna Thomas

WJBA  
Date

For the Windham Board of Education

Dawn Altman

[Signature]

[Signature]

\_\_\_\_\_  
Date



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President  
William Leibensperger, Vice President  
Jim Timlin, Secretary-Treasurer  
Larry E. Wicks, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

August 1, 2012

State Employment Relations Board  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

Re: Case No. 2011-MED-04-0691  
Windham Teachers Association  
-and- Windham Exempted Village Schools

**Contract Settlement**

Dear Board Members:

Please be advised that the Windham Teachers Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Windham Exempted Village School District have successfully completed negotiations and ratified a new Collective Bargaining Agreement, a copy of which is enclosed herewith.

Very truly yours,

Anne Thomas  
Labor Relations Consultant

AT/dm  
Enclosure (Collective Bargaining Agreement)

