

AGREEMENT
BETWEEN
WINDHAM BOARD OF EDUCATION
AND
WINDHAM FEDERATION
OF TEACHERS

September 1, 2014

August 31, 2016

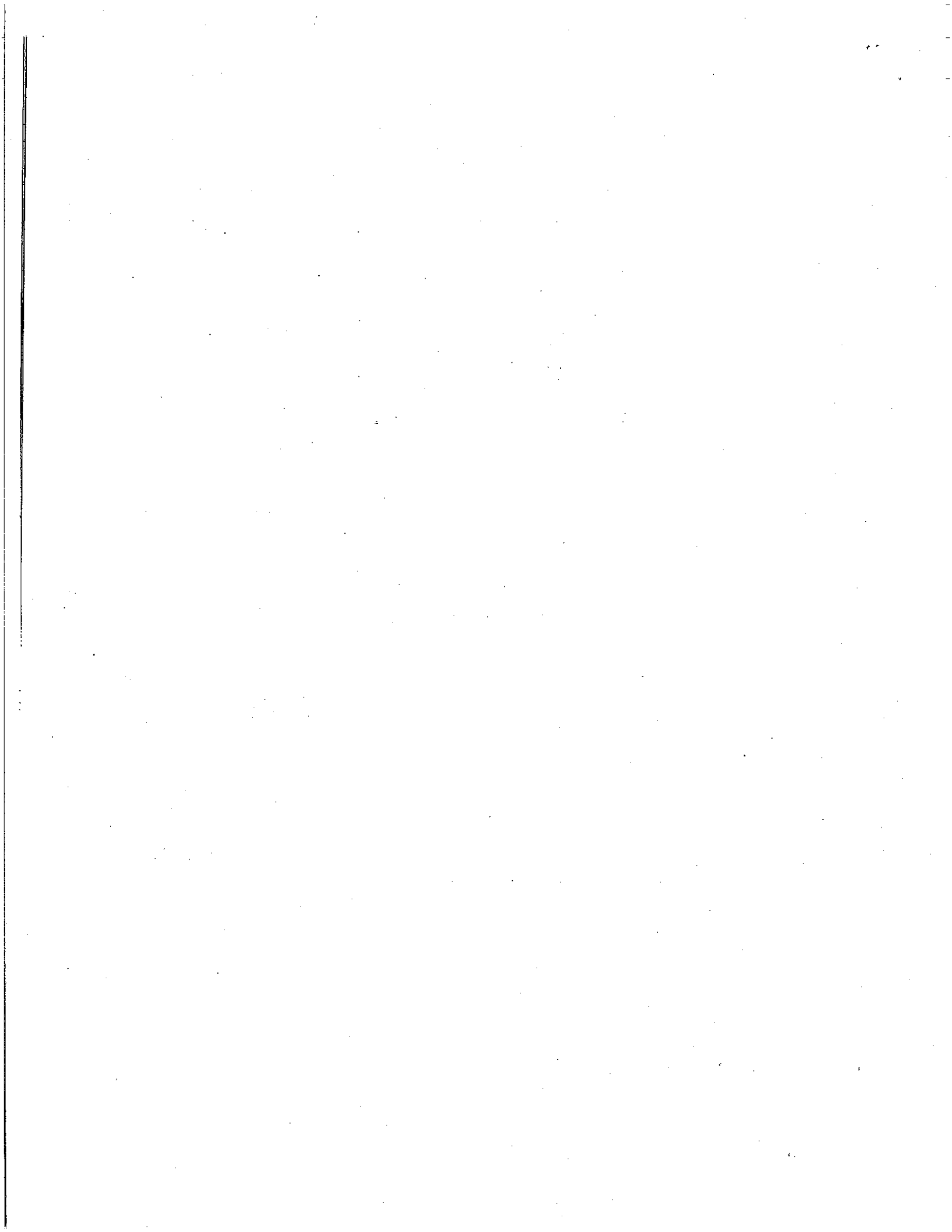


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PREAMBLE

Whereas Connecticut State Law 10-153, as amended, recognizes the procedure of collective bargaining as a peaceful, fair, and orderly way of conducting relations between boards of education and teacher organizations; and

Whereas in a special referendum conducted by the American Arbitration Association among the certified personnel of the Windham Public School System on December 4, 1974, a majority of those voting elected as their sole representative for all classroom teachers and holders of special certificates other than administrative; and

Whereas the Board and its designated representatives have met with representatives of the Windham Federation of Teachers (WFT), and fully considered and discussed with them, as representatives of the professional staff in the bargaining unit, conditions relative to employment as required by law, it is agreed as follows:

AGREEMENT

AGREEMENT made and entered into by and between the Windham Board of Education (hereinafter referred to as the "Board") and the Windham Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

FEDERATION RECOGNITION

1.1 The Board recognizes the Union as the exclusive bargaining representative of all those employees in positions requiring a teaching or special services certificate (including persons holding a durational shortage area permit) except principals/headmasters and other administrators excluded from the teachers' bargaining unit in accordance with Conn. Gen. Stat. § 10-153b(a).

1.2 Nothing contained herein shall be construed to prevent any individual professional staff member from (1) informally discussing a complaint with his or her immediate superior or (2) processing a grievance in his or her own behalf in accordance with the grievance procedure hereinafter set forth, excluding arbitration.

1.3 The Union agrees to represent all teachers without regard to membership or participation in, or association with, the activities of the Federation or any other employee organization.

1.4 The office of the Superintendent of Schools shall, upon written request, furnish to the Union available information which is in the public domain.

1.5 There shall be made available to the Union, upon its request, any and all information, statistics, and records which are relevant or necessary for the proper enforcement of this Agreement.

1.6 The supply budget for each school shall be discussed by the principal/headmaster with the Union's steward at his or her request.

1.7 The Union shall have the right to call meetings of its membership at any time after the teacher workday it deems necessary. The use of school buildings for this purpose is permitted, provided the Union shall be responsible for additional custodial costs, if any.

1.8 One Union steward from each elementary school and two (2) stewards from the Windham Middle School and two (2) stewards from the High School shall be released from their homeroom assignment and before and after school supervisory assignments (except as under 10.2) for the purpose of investigating grievances when there are teachers available for adequate coverage. In addition, the President of the Union shall be released from all homeroom and building assignments during his or her term of office.

1.9 The proposed School Calendar shall be discussed with the Union before adoption and before contracts are issued.

1.10 The Negotiation Team of the Union shall be excused from duty with no loss of pay for school time when required by the Board or its representatives to be present for negotiations or other meetings.

1.11 The school mailboxes shall be available for the distribution of communications by the authorized officials of the Union. A copy of such notices shall be given to the respective building principal(s)/headmasters and to the Superintendent at the time such notices are distributed.

1.12 Bulletin board space in each school shall be reserved for the exclusive use of the Union for the posting of official Union notices. A copy of such notices shall be given to the respective building principal(s)/headmasters and to the Superintendent at the time such notices are posted.

1.13 The Board may assign teachers or other unit members to a work day that starts no earlier than 7 a.m. or ends no later than 5 p.m. provided that the overall length of the assigned teacher's day is 7.75 hours, the same as other members of the bargaining unit. The Board shall first seek qualified volunteers for such positions, and shall otherwise assign teachers to such positions by reverse order of seniority. The teacher work year shall be

increased to 185 days in 2014-15 and to 186 days in 2015-16. Should the length of the school year be further increased, the Board shall negotiate the impact of such change with the Union.

1.14 Board agendas, minutes, and Board packets (excluding information privileged by the Freedom of Information Act) will be forwarded to the WFT President on a regular and timely basis.

1.15 Board policy will be posted on the Board's website. Any changes will be posted within a reasonable time after they are adopted.

ARTICLE II

BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public school in the Town of Windham in all its aspects, including but not limited to the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Town of Windham; to give the children of Windham as nearly equal advantages as may be practicable; to decide the need for school facilities; to determine the care, maintenance and operation of buildings, land, apparatus and other property used for school purposes; to determine the number, age, and qualifications of the pupils to be admitted into each school; to employ, assign and transfer employees; to suspend or dismiss the employees of the schools in the manner provided by statute; to designate the schools which shall be attended by the various children within the town, to make such provisions as will enable each child of school age residing in the town to attend school for the period required by law and provide for the transportation of children wherever it is reasonable and desirable; to prescribe rules for the management, studies, classification and discipline for the public schools; to decide the textbooks to be used; to make rules for the arrangement, use and safekeeping of the school libraries and to approve the books selected therefor and to approve plans for school buildings; to prepare and submit budgets to the Board of Finance and, in its sole discretion, expend monies appropriated by the town for the maintenance of the schools, and to make such transfers of funds within the appropriated budget as it shall deem desirable, and to continue to establish administrative regulations not inconsistent with this Agreement. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with or in violation of any of the specific terms and provisions of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 **Purpose:** The purpose of this procedure is to secure, at the lowest possible level of employee-employer relationship, equitable solutions to problems which may arise affecting the welfare or working conditions of any teacher covered by this contract. Accordingly, the Board and the Union agree that during the life of this Agreement all disputes between them or between the Union and the Administration shall be settled in accordance with the provisions of this grievance procedure and that all such proceedings shall be kept as confidential as possible.

3.2 **Definitions:** A grievance shall mean a complaint by an employee (i) that as to him or her there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement; or (ii) concerning his or her conditions of employment not covered by this Agreement. Step 4 of the grievance procedure shall neither apply to complaints presented under part (ii) of the preceding sentence, nor shall it apply to complaints presented under Section 9.1, and the decision of Step 3 shall be final.

3.3 **Procedures:**

STEP 1

A. An employee and a Union steward (if the employee so desires) shall first discuss the problem with his or her principal/headmaster and indicate that this problem is a potential grievance. If the matter is not satisfactorily adjusted within five (5) school days, the employee shall submit it in writing within five (5) school days to the principal/headmaster. The written grievance shall set forth (1) facts sufficient to describe the events giving rise to the grievance, (2) the specific provision(s) of this Agreement which the grievant alleges to have been violated, and (3) the remedy requested.

B. The principal/headmaster may request a meeting with the employee and a Union steward (if the employee so desires) prior to making his or her decision in writing with copies to the employee and the Union within five (5) school days of the submission to him or her by the employee.

STEP 2

A. Failing satisfactory settlement within such time limit, the aggrieved employee may, within five (5) school days appeal in writing to the Superintendent or his or her designated representative. The written appeal shall set forth the grounds on which it is made, but no change shall be made in the terms of the original grievance.

B. The Superintendent or his or her representative shall meet with the employee and a Union steward (if requested by the employee) within ten (10) school days of

the receipt by him or her of such appeal, and shall give his or her decision in writing to the employee and the Union within five (5) school days of such meeting.

STEP 3

A. If the aggrieved employee is not satisfied with the decision rendered at the level of the Superintendent, he or she may, within five (5) school days, appeal to the Board of Education, or may request in writing, with a copy to the Superintendent, that the Union appeal on his or her behalf.

B. The Board of Education shall, within two (2) calendar weeks (14 days) of its receipt of such appeal, meet in executive session with the employee and a Union representative (if the employee so desires), and shall render its decision and reasons therefor in writing to the employee and the Union within one (1) calendar week (7 days) after such meeting.

STEP 4

A. In the event a grievance shall not have been settled under the above procedure, the Union may request that such dispute or difference be referred to the American Arbitration Association for arbitration in accordance with its administrative procedures, practices and rules.

B. Notice of intention to make such submission to arbitration under subsection (A) above must be in writing addressed to the Superintendent of Schools, and submission to the Arbitration Association must be made not later than ten (10) school days following the decision of the Board of Education or the expiration of the time limits for making such decision, whichever shall first occur.

C. The arbitrator shall hear and decide only one grievance in each case. He or she shall be bound by and must comply with all of the terms of this Agreement. He or she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by the Board and the Union.

D. No employee may file for arbitration as an individual, but only the Union may file an appeal to arbitration hereunder.

E. No provisions of this contract which are stated as a matter of Policy shall be subject to arbitration.

3.4 Time Limits:

A. Since it is important that grievances be processed as rapidly as possible, all grievances shall be processed in accordance with time limits specified in each step herein, and the number of days indicated at each step shall be considered as a maximum. Such time limits, however, may be extended by written agreement between the Union and the Board or Administration, provided that no such agreement of extensions shall be made after the expiration of such time limits.

B. Any grievance not presented within fifteen (15) school days of the occurrence giving rise thereto shall not thereafter be considered a grievance under this Agreement. Grievances based on occurrences on or after June 15, shall be presented prior to July 1.

C. Failure of the grievant at any step to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance by the grievant of the disposition of such grievance.

D. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step.

3.5 Representative Rights of Teachers and the Union:

A. No reprisals of any kind shall be taken by either party or by any member of the Administration against any participant in the grievance procedure by reason of such participation.

B. Any grievant or party in interest may be represented in the grievance procedure by a teacher of their own choosing provided that -

- 1) The representative of the grievant or party in interest is not a representative, legal counsel, or officer of any teacher organization other than the Union;
- 2) The Union shall have the right to be present and to state its views at all stages of the procedure;
- 3) The Union shall be notified in writing of the disposition of any such grievance at each step of the grievance procedure by the Administration representative involved at each step; and,
- 4) This provision shall not be construed to prohibit the Union from calling on Union staff representatives or legal counsel at any stage of the grievance procedure.

C. The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.

D. Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. When such meetings are held during school hours, all persons who participate shall be excused without loss of pay for that purpose. Persons proper to be present for the purposes of the preceding sentence are defined as an aggrieved teacher or teachers, their appropriate Union representatives and qualified witnesses.

E. Grievances arising from the action of an official other than the assistant principal or principal or headmaster may be initiated with the Superintendent or his or her designated representative as set forth in § 3.3, Step 2 above.

3.6 Administrative Record Keeping of Grievances:

All documents, communications, and records dealing with the processing of a grievance will not be available or exposed, or indicated in any manner to anyone outside of the Windham Board of Education without the prior approval of the grievant or, with prior consultation with the Federation, otherwise as required by law. If either the Federation or the Board of Education is given such approval, it is understood that both parties have such approval. This provision does not apply to the initial statement of grievance, which in accordance with the Freedom of Information Act is a public document, but will be kept confidential until a FOIA request is made for the grievance.

3.7 Disposition of Grievances - Saving Clause:

No disposition of any grievance at any level shall be contrary to any provisions of this Agreement, any applicable law, or any previous arbitration award under this Agreement.

ARTICLE IV

LEAVES OF ABSENCE

4.1 Sick Leave:

A. Teachers shall be entitled to fifteen (15) days sick leave with full pay each school year as of the first day they report for classroom duty. Sick leave is accumulated from year to year, except that accumulated sick leave in excess of 150 days as of any June 30, may not be carried over to the following September. The Board may require, at no expense to the employee, a doctor's certificate or examination by the school medical advisor in cases of suspected abuse.

B. Stipend amounts shall be adjusted proportionately by the Personnel Director for an absence of more than one week when a substitute is retained.

4.2 Personal Leave:

A. Teachers shall be permitted absences without loss of pay and without deduction from such leave accumulations up to a total of not more than five (5) days in any school year for any or all of the following, except as otherwise specifically stated hereinafter:

- 1) Serious illness of spouse, parent, child, brother, sister, or member of the immediate household, or serious illness or death of grandparent, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, uncle or aunt;
- 2) Quarantine;
- 3) Absence for spouse for birth of child to wife, not to exceed two (2) days in any school year; and,
- 4) Temporary absence, not to exceed two (2) days per year for personal matters which cannot be conducted with reasonable convenience outside of school hours, subject to the approval of the Superintendent or his or her designee. Such leave may not be taken merely for personal convenience, but only as a matter of pressing personal needs and;
- 5) Observance of a publicly acknowledged religious holy day.

B. An employee requesting personal leave for any of the specified reasons in paragraphs one through five (1-5) must notify his or her principal/headmaster in writing at least twenty-four (24) hours in advance of such leave (except in cases of emergency) giving reason for his or her contemplated absence. In case of personal leave under paragraph four (4), the request must be accompanied by a statement of reasons in general terms (such as attendance in court, real estate closing, etc.). Where possible, this should be done at least five (5) school days before the date involved. If such a request is denied and a grievance is filed, the employee shall be excused for the day in question; but salary payment shall be contingent upon the outcome of the grievance. Personal leave will ordinarily not be granted the day before or the day after a holiday or vacation except in case of death or serious illness in the family.

C. A teacher who completes the year without missing a day, excluding professional and personal days, will receive a letter of recognition that will be placed in his/her personnel file.

D. The Windham Board of Education and the Windham Federation of Teachers hereby agree to continue their past practice concerning Section 4.2 of the Working Agreement. In particular, the Superintendent or his/her designee may, in his/her discretion, grant an additional personal leave day(s) to bargaining unit members for the sole purpose of the personal observance of a publicly acknowledged religious holy day. Denial of said request is

not subject to the grievance procedure provided in the Working Agreement. In addition, the Superintendent or his/her designee may grant additional personal leave days (not to exceed 10) to fulfill legal requirements related to adoption.

If the request for the additional personal leave day(s) is granted, the bargaining unit member who requested the personal leave shall be paid his/her per diem rate of pay minus the per diem rate of a substitute.

4.3 Funeral Leave: Teachers shall be permitted absences without loss of pay and without deduction from sick leave accumulations up to a total of not more than four (4) days in any school year in the event of death of spouse, parent, child, brother, sister, grandparent, mother-in-law, father-in-law, or member of the immediate household.

4.4 Childbearing and Childrearing Leave:

A. Teachers who become pregnant shall be placed on short-term leave status for childbearing purposes under this paragraph unless they elect a long-term leave under the provisions of paragraph B. Any teacher who becomes pregnant shall so notify the Superintendent or his or her designee at least four (4) months prior to the expected date of delivery and shall thereafter provide a doctor's certificate indicating continued fitness for work at least monthly, or more often if there is a change in her condition during the month. Leave shall begin when in the opinion of her doctor, or the Board's doctor on review, the teacher is no longer physically able to work, or upon her confinement, whichever comes first. Leave shall expire when in the opinion of her doctor, or the Board's doctor on review, she is physically able to return to work. Except in the case of unusual medical difficulties for the teacher, leave is not expected to continue for more than six (6) weeks after delivery. Where possible, the teacher shall be assigned to her former position upon return, and shall be guaranteed such position if she returns within the same school year.

B. Any teacher who has acquired tenure and is expecting a child or whose spouse is expecting a child, or who has firm plans to adopt a child in the immediate future, upon request shall be granted a long-term leave for childrearing purposes. Such leave shall begin either at the start or at the mid-point of the school year, and shall end either one-half or one-full school year later. The request for such leave must be made at least thirty (30) days prior to its commencement, and must specify whether the request is for leave of one-half or one-full year. Upon return, a teacher shall be assigned to his or her former position, or if the former position no longer exists, to a position for which the teacher is certified and qualified. Leave under this paragraph may be granted to non-tenure teachers at the discretion of the Superintendent.

C. Leaves of absence under 4.4A shall be treated as disability leaves in accordance with Public Act 73-647. Leave under 4.4B shall be without compensation, but

such teacher shall have the option of continuing fringe benefits so long as the total cost of fringe benefits is borne by the employee.

D. Any teacher who becomes pregnant shall adhere to the notification and reporting procedures as stipulated in 4.4A for as long as she remains teaching, whether or not she intends to return to teaching after the child is born.

4.5 Exchange Teacher Leave:

A. Upon recommendation of the Superintendent, leaves for exchange teacher positions under either national or international programs may be granted by the Board to teachers who have achieved tenure in Windham and who have completed at least two (2) additional years of competent service.

B. The Board shall compensate any teacher granted exchange leave on the basis of equivalent arrangements made through the office of the Superintendent, but in no event shall it be required to pay more than one salary for any one teaching position. Any period served as an exchange teacher shall be applied to the salary schedule set forth.

4.6 Professional Leave:

A. Subject to the availability of funds, the Board shall pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend workshops, seminars, conferences or other professional improvement sessions (not including visiting days) at the request and/or with the advance approval of the Principal/Headmaster and Superintendent for particular purposes of special benefit to the school system. Alternatively, the Principal/Headmaster and the Superintendent may approve leave with pay but without reimbursement of expenses for the purpose of attending workshops, seminars, conferences or other professional improvement sessions. A written report shall be required of any teacher attending such sessions.

B. Any teacher may be permitted at least one (1) day per year without reimbursement of expenses for visiting some other school system when such visit will benefit the Windham school system or the individual teacher as a professional in the system. The arrangements for visiting must be made in advance and the completed plans approved by the principal/headmaster. Such requests may be brought to the Superintendent's attention for review.

4.7 Return After Leave of Absence:

A. Teachers who have been granted long-term leave shall notify the Superintendent of their return by March 1 when reasonably practicable. If a teacher fails to submit such written notification, the teacher shall forfeit his or her right to that position for that semester.

B. All teachers returning from leaves of absence granted under this Article shall be restored to the same position they held at the time the leave was granted, provided that former position exists. If there is no opening, the teacher will be placed in any position for which the teacher is certified and qualified.

4.8 Any employee absent from work without leave as provided in this Article may be subject to disciplinary action, including but not limited to loss of salary, suspensions, or dismissal.

4.9 The Board reserves the right to designate leave provided under this Article as leave qualifying under the Family and Medical Leave Act in accordance with law. Such designation shall not limit leave entitlement otherwise available under this Agreement.

4.10 Teachers who are absent from their assignment for any of the reasons set forth in this Article shall call the substitute reporting service for each absence whether or not a substitute is required for their position.

ARTICLE V

CONTRACTS

5.1 The Board shall continue to use substantively the same forms as are now used for the written contract of employment of each individual member of the bargaining unit. The Board will include the following notification on the annual salary agreement issued to members of the bargaining unit:

This agreement may be terminated by the teacher by providing thirty days written notice at any time. Failure to adhere to this requirement shall be a violation of this agreement, and shall subject the teacher to all available legal remedies.

5.2 Supplementary Contracts

A. Appointment to positions covered by supplementary contracts are for one (1) year only. However, if a teacher who has held such a position for two (2) consecutive school years is not to be reappointed to that position for the succeeding school year, such teacher shall be so notified prior to July 1, and shall upon request receive in writing from the Superintendent a statement of the reasons therefor. This statement shall not be subject to the grievance procedure, but may at the option of the teacher be discussed with the Superintendent. The teacher may request that a Union steward be present at such meeting. For the purpose of this paragraph, "positions covered by supplementary contracts" shall not include summer school or adult education positions.

B. Assignment to the position of facilitator, instructional consultant, instructional coach and team leader shall be limited to a term of five (5) years.

C. Assignments to positions covered by supplementary contracts shall be made first by considering available volunteers within the school building, then by considering other available volunteers within the bargaining unit, and then, as to staff employed on or after September 1, 1984, by assignment of the building principal/headmaster.

D. Under normal circumstances, supplementary contracts will be issued by September 1 of each school year, for all known appointees for that school year, except for fall sports, for which supplementary contracts shall be issued by August 15.

5.3 Copies of this Agreement shall be distributed to all members of the bargaining unit as soon after its approval and printing as possible. The Board agrees to equally share the costs of printing and distributing this Agreement in booklet form, and the Board agrees to distribute a copy of this Agreement to each member of the bargaining unit presently employed by the Board and to each new staff member hired by the Board.

5.4 No individual contracts or agreements including any and all supplementary contracts shall be issued for a particular school year prior to final approval of the collective bargaining agreement for that year without a notice to the effect that all salaries are subject to agreement with the Union.

ARTICLE VI

PROTECTION OF EMPLOYEES

6.1 Teachers shall report all cases of threat and assault to their building principals/headmasters in accordance with statute.

6.2 The Board agrees to provide legal counsel to defend any teacher in any action (a) arising out of an assault on a teacher, or (b) arising out of any disciplinary action taken against a student by a teacher, and (c) by reason of alleged negligence or other act resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property, within or without the school buildings, provided such teacher, at the time of the assault or accident resulting in such injury, damage, or destruction, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board, as provided for and limited by the provisions of Conn. Gen. Stat. § 10-235.

6.3 If criminal or civil proceedings are brought against a teacher alleging that he or she committed an assault in connection with his or her employment, such teacher may request the Board to furnish legal counsel to defend him or her in such proceedings. If the Board does not provide such counsel, and the teacher is found to have been acting in the discharge of his or her duties, within the scope of his or her employment, or under the direction of the Board

and is found not guilty if charged with assault in a criminal action or is found not liable if sued for assault in a civil action, then the Board shall reimburse the teacher for reasonable counsel fees incurred by him or her in defending the proceeding.

6.4 Whenever a teacher is injured on the job, he/she is required to file a first report of injury as soon as possible with the school nurse or contact the Personnel Office. Whenever a teacher is temporarily absent from school as a result of personal injury arising out of and in the course of his or her employment, he or she may be paid his or her full salary for the period of such absence by having such absence charged proportionately to his or her annual sick leave, provided such employee at the time of the injury, was acting in the discharge of his or her duties within the scope of his or her employment or under the direction of the Board. Such compensation will pay the difference between Workers' Compensation and the teacher's salary; it will not be a full salary in addition to Worker's Compensation. The Board shall have the right to have the teacher examined by a physician designated by the Board for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his or her duties.

6.5 A teacher shall be notified in writing at the time any evaluative material is placed in his or her file. Such notice may be given by marking a document "cc Personnel File" or by sending the teacher an email to that effect specifying the material in question.

6.6 A teacher shall be allowed to have the first ten (10) pages of appropriate materials copied from his or her personnel file without costs, however, there will be a ten (10) cent charge per page for each copy over ten (10) pages.

6.7.1 Eighteen hours of state mandated professional development will be offered within the framework of the teachers' contract day, which includes meetings referred to in Article 17.3, and year.

6.7.2 No teacher shall be required to dispense medicine to students.

6.8 Upon retirement or death, severance pay shall be made to the teacher or his or her estate calculated at the rate of one day's pay for each five (5) days of accumulated sick leave (i.e., 20%) credited to the teacher. To be eligible to receive such payment in the July following retirement, the teacher shall submit an irrevocable letter of resignation for purposes of retirement on or before the previous January 1. Should the teacher fail to provide such written notification of retirement, the Board shall make such payment in July in the next year following (e.g., notification received in May 2008 will result in payment being made in July 2009). The Board reserves the right to make an additional payment of \$500 to all teachers who adhere to the December 1 submission date. The Board shall notify staff if it exercises this option.

6.9 A teacher who has a regular teaching assignment split between two school buildings shall be reimbursed for mileage for traveling between such school buildings in accordance with the following terms: the mileage reimbursement rate shall be the same as that rate allowable for income tax deduction by the Internal Revenue Service. Reimbursement will be for miles traveled on assigned school business only; such travel will be approved in advance by the building principal/headmaster or central office administrator.

6.10 No employee shall receive a written reprimand or a suspension without just cause.

ARTICLE VII

DEDUCTIONS

A. Dues Deduction and Agency Fee

7.1 All employees shall, as a condition of continued employment, join the Federation or pay to the Federation an agency fee for expenses incurred by the Federation for collective bargaining, contract administration, and grievance representation. The Federation shall provide each non-member with a statement of the major categories of expenditures for such purposes made in the prior fiscal year at least thirty (30) days before the commencement of the succeeding contract year, said statement verified by an independent auditor.

7.2 Any non-member who shall object to the amount required as agency fee, as herein provided shall, within thirty (30) days after notification of the amount thereof, file with the Federation objection to said amount, setting forth generally the nature of such objection and the amount such non-member believes is the proper amount. The Federation upon receipt of such objection shall notify all other non-members of such objections and a hearing shall be held before the Federation governing board. Said hearing shall take place promptly, but no later than twenty (20) days after the receipt of the objections. The hearing shall be conducted so as to assure all parties of fair hearing.

7.3 Appeals from the decision of said Federation governing body may be made by the objecting party to the American Arbitration Association which shall select from its members an arbitrator to hear the matter. When an arbitration award is final, the amount established for the agency fee shall remain in effect for the contract year to which it applied. Each party shall bear the costs of its attorneys, and the cost of arbitrator's fees and expenses shall be paid by the Federation. During the pendency of any hearing or appeal from any hearing with respect to agency fee, the objecting non-members shall not be required to pay the agency fee and it shall not be deducted from his or her salary.

7.4 The Board of Education agrees to deduct from any teacher an amount equal to the Federation membership dues or agency fee by means of payroll deductions. The deduction from each paycheck of membership dues or agency fee shall be made in seventeen (17) equal installments commencing from the fourth paycheck and then from the first two (2) paychecks

in each following month. The amount of Federation membership dues or agency fee shall be certified by the Federation to the Board of Education prior to October 1.

7.5 Those teachers commencing employment after the start of the school year shall sign and deliver to the Board of Education an authorization card as described in Section 2 by the date of the first paycheck received or be subject to the agency fee. Deduction of either Federation membership dues or the agency fee shall commence with the second paycheck; and thus, the amount of membership dues or agency fee under this section shall be a prorated amount equal to the percentage of the remaining school year.

7.6 The Board of Education shall use its best efforts to forward to the Federation treasurer, within fourteen (14) calendar days after the paycheck date, a check for the amount of money deducted during that month. The Board shall include a list of the teachers for whom such deductions were made.

7.7 The singular reference to the "Federation" herein shall be interpreted as referred to the Windham Federation of Teachers, Connecticut State Federation of Teachers, and the American Federation of Teachers.

7.8 The Federation agrees to indemnify and hold the Board of Education harmless against any or all claims, demands, suits or other forms of liability including attorneys' fees and the cost of administrative hearings that shall or may arise out of or by reason of, action taken by the Board of Education for purpose of complying with the provisions of this article.

B. Other Deductions

The Board of Education agrees to make payroll deductions from the salaries of such members of the bargaining unit who voluntarily authorize such deductions in writing for voluntary contributions to the political or other committees of the Windham Federation of Teachers.

7.9 Direct deposit of wages will be made to a bank designated by the teacher, subject to bank membership in an appropriate participating group (*e.g.* NECH) and to reasonable rules established by the Board. The Board reserves the right to require that all employees receive pay through direct deposit.

ARTICLE VIII

FAIR PRACTICES

8.1 The Board and the Union agree to continue their policy of not discriminating against any employee on the basis of race, creed, color, national origin, age, sex, marital status, disability, sexual orientation, gender identity or expression, genetic information or any other basis prohibited by law, or on the basis of membership, or participation in, or association

with the activities of any employees' or political organization, provided that such activities take place outside the school day.

ARTICLE IX

PROFESSIONAL STATUS

9.1 It is recognized that the employees may make constructive suggestions and contributions toward the improvement of instruction for the benefit of the child and other items of mutual concern. Such suggestions or contributions may be made in, but not limited to, committee meetings established by the Board and/or Superintendent under Section 9.3 for the purpose of collaborative discussion among teachers, administrators and/or Board members on the operation of the Windham Public Schools. When such committees include representatives of the Federation and/or the Windham Administrators Association, the representatives of these organizations shall be appointed by the respective organization.

9.2 The Superintendent and Union representatives shall meet at least bi-monthly (every two months) at mutually agreed upon times to discuss items raised by either party as set forth in the preceding paragraphs of this Article.

A. The Union representatives for this purpose shall consist of three (3) to five (5) members, at least three (3) of whom shall be regular members.

B. The Superintendent may meet in person or through his or her designated representative and may include at the meeting such members of his or her administrative staff as he or she may desire.

C. The Union and the Superintendent will submit, at least one (1) week in advance of such meetings, items which they wish to be placed on the agenda for discussion.

9.3 Nothing in the Article shall be deemed to curb the absolute right of the Superintendent and/or the Board to appoint ad hoc committees made up of teachers, and/or administrators, and/or the Superintendent and/or Board members for the purpose of discussing such administrative matters as the Superintendent and/or the Board may desire. It is understood, however, that such committees as are set up under this section shall not engage in negotiations, which by statute is reserved to the Union as the representative of teachers for collective bargaining.

9.4 The Board and the Union agree that teachers are professionals who should wear appropriate professional attire to work.

9.5 The Board and the Union agree to discuss and, if necessary, negotiate over building-based group performance stipends.

9.6 The Board shall establish a tuition reimbursement fund, with a balance of \$20,000 in the first year, increasing to \$30,000 in the second year. Teachers may apply for reimbursement if they earn a grade of B or better in an NCATE-accredited course, with such reimbursement limited to \$400 per course, not to exceed two courses annually. The available funds will be allocated pro-rata to applicants for reimbursement at the end of the year.

ARTICLE X

NON-CLASSROOM DUTIES

10.1 The teachers' work day will include all assignments made by the administration, including assignments which occur before the opening of school and/or following the close of school. The Administration has a total of forty-five (45) minutes to distribute as it chooses to before and after the student day; distribution of the forty-five minutes may vary from school to school. These assignments will include classroom instruction, study hall duty, cafeteria supervision, assembly supervision, corridor duty, session room assignments, and such special assignments as will be created by the absence of teachers or by other circumstances necessitating program changes.

10.2 It is further agreed that the teachers will participate in all relevant activity necessary to produce good teaching and maintain professional status. These activities would include preparation of lessons; development of tests, evaluation of pupil work, office reports, committee work (departmental, curriculum, etc.), faculty meetings, conferences, communication and meetings with parents and one open-house per school year for the sole purpose of informal interaction between teachers and parents. Guest lecturers shall not be considered as part of an open-house program.

10.3 Middle and High School

1. All Middle and High School staff represented by the bargaining unit are required to chaperone a maximum of two (2) extracurricular activities per school year.

2. Assignments will be determined by a lottery at each school. Faculty members not attending the lottery will have the next two (2) school days to select their activities from those remaining. The school administration will assign any unfilled chaperoning activities to remaining unassigned staff.

3. Teachers who miss an activity may be rescheduled to another activity as long as they are informed at least one (1) week in advance.

4. Teachers may exchange activities with written notification to the administration.

5. Any teacher who volunteers to chaperone more than two (2) events shall receive a letter of commendation to be placed in his/her personnel file.

6. If an emergency exists, chaperones shall be selected from a list of volunteers. Such chaperones shall be paid pursuant to Section 9 of this paragraph for an emergency activity covered.

7. Staff with an unpaid activity commitment involving fifteen (15) or more hours beyond the normal school day, will be required to chaperone one (1) activity instead of two (2).

8. Activities needing chaperones under this section are those that take place after the normal school day, and do not include vacations, holidays, or the Friday before a holiday weekend.

The list of chaperoning activities includes, but is not limited to the following:

High School

Middle School

Varsity Football
Boys', Girls' Outdoor Night
Contests (baseball, softball
field hockey, soccer)
Wrestling
Dances
Graduation
Student Council Fund-raiser
Boys', Girls' Basketball

Dances
Boys', Girls' Basketball
Boys', Girls' Soccer
Concerts
Wrestling
Plays
Girls' Softball
Track
Graduation

9. Assignments when school is not in session shall be compensated at \$40 per teacher per assignment, and volunteers shall be assigned first.

10. The Board reserves the right to negotiate over any change in the current practice at the high school or over extension to the middle school of the requirement that teachers participate in at least one extra- or co-curricular activity one trimester (or semester) yearly.

10.4 Non-classroom duties for elementary school teachers (i.e., lunch duty, playground duty, bus duty) shall be distributed equitably among staff in each school and in such a manner that no one teacher will have more than three (3) such assignments in any given week, except in cases of unforeseen supervisory problems, which the parties shall cooperate in resolving promptly.

10.5 Assignments to non-classroom duties for high school and middle school teachers which fall during the teaching day shall be distributed equitably among staff in each school over the school year.

10.6 Teachers shall not be obligated to collect money from students for more than one (1) week after the start of any program such as pictures, insurance, etc. At the end of one (1) week, the names of the non-paying students shall be turned over to the school office for further collection.

10.7 Teachers shall not be required to drive pupils to activities which take place away from the school buildings.

10.8 As a condition to appointment and continued service as a coach, teachers serving in coaching positions are individually responsible for obtaining and retaining the required Coaching Permit issued by the State Department of Education. As to Schedule (A-4) the formula for computing extracurricular salaries shall be as follows:

A. NUMBER OF PARTICIPANTS: Reflects the average number of participants for which a coach-advisor was responsible during the previous two (2) years. Criterion number one is determined for assistants by dividing the total number of participants in half. Head coaches-advisors assume responsibility for all participants within their respective activity. During the first two (2) years of a new activity, the coach-advisor will receive one (1) point.

1 - 15	1
16 - 30	2
31 - 45	3
46 - 60	4
61 - 75	5
75 - plus	6

B. POSITION: Reflects the degree of ability, experience, training, and education needed for supervising and instructing the activity, the degree of physical and mental exertion necessary for the performance of the job, the degree of accountability related to the performance of the activity, and the degree of supervision necessary to insure safety. See Appendix Schedule A-4 for point value.

C. DISPARITY FACTOR: Reflects the differences in the following factors - budgeting; handling of funds and equipment: its care and maintenance. See Appendix Schedule A-4 for point value.

D. HOURS: Reflect the number of hours related to the activity.

0 - 40	1	201 - 240	6	381 - 400	11
41 - 80	2	241 - 280	7	401 - 420	12
81 - 120	3	281 - 320	8	421 - 440	13
121 - 160	4	321 - 360	9	441 - 460	14

161 - 200 5

361 - 380 10

461 - over 15

E. **EXPERIENCE:** Reflects the number of years in this position. Any previous experience outside Windham must be verified, after which the person will be credited for past years of experience in the same position. Teachers shall receive a point for each year of service in the same position for up to twelve (12) years.

F. **POINT VALUE:** Teachers shall be compensated at the dollar amount per point under this formula, as follows: the point value for 2014-15 is \$208, the point value for 2015-16 is \$211.

10.9 Committee of Review

A. As time passes, it will be necessary to review and revise this schedule in the light of experience and changing circumstances. A "Committee of Review" made up of six (6) members: Three (3) administrators, which shall include a Central Office Administrator, an administrator from the High School, and an Administrator from the Middle School, and three (3) persons designated by the Union. This committee will meet at least once each year (or more frequently as issues arise) to consider changes, to hear from members of the faculty, and to formulate recommendations to the Superintendent. The Superintendent shall report any action on such recommendations to the Board of Education.

B. The Committee of Review will publish its agenda at least five (5) school days before each of its meetings.

C. Within ten (10) days after each of its meetings, the minutes of each Committee of Review Meeting will be sent to the President of the Federation and will be available upon request to all teachers.

D. The Board and the Union will negotiate over the transition to a regular stipend schedule and over possible deletion of the Committee of Review.

10.10 Signing an Agreement

A. It is expected that a teacher, after signing an agreement to accept responsibility for a compensated activity, will honor the agreement for the year involved. Special consideration will be provided in any instance where circumstances bearing upon the situation warrant.

B. A teacher who seeks to be relieved of an activity for a new contract year should give as much advance notice as possible. In any event, such notice must be given no later than the date established for the return of extracurricular salary contracts.

10.11 **Mentors.** Teachers who serve as TEAM mentors shall receive an honorarium in the amount paid to the Board by the State, but in no event less than \$250 per year.

ARTICLE XI

PREPARATION TIME

11.1 At High School and Middle Grade School teachers shall have, in addition to their lunch period, a weekly ratio of preparation time to normal teaching load of 1 to 5. Preparation time shall be made available on at least four days per week to the extent practicable. Preparation time shall be without other assignment (i.e., a study hall assignment shall not be considered a preparation period).

11.2 High School and Middle School teachers normally shall not be assigned to classes requiring more than three (3) entirely different preparations. The normal teaching load in these schools is five (5) teaching periods per day or the equivalent. Where it is necessary to assign a teacher to more than three (3) entirely different preparations or six teaching periods per day, such teacher, where possible, shall be relieved from all non-teaching assignments such as study hall to permit additional preparation time. This section shall be subject to renegotiation should the Board change the structure of the school day.

11.3 Elementary school teachers may be excused from the classroom for the period during which a special teacher is teaching, in order to use such time as a preparation period. Special teachers for the purposes of this section shall be defined as teachers of art, music, and physical education. Schedules shall be established which normally permit all teachers to use a minimum of 215 minutes per week during the teacher work day as defined in Article 10.1, in addition to their daily lunch periods, for preparation purposes on a rotating basis, including team preparation where appropriate. Planning and placement team meetings shall be held at times other than scheduled preparation time for elementary school teachers, if it is reasonably convenient to do so. The scheduled 215 minutes per week as described in this paragraph shall include periods of time of twenty minutes or more wherever reasonably practicable.

11.4 The provisions of this Article shall be subject to negotiation in accordance with Section 10-153f(e) if the Board proposes to restructure the student instructional day (e.g., block scheduling), but in no case shall preparation time be decreased.

ARTICLE XII

TRANSFERS

12.1 Notification shall be given to all teachers in the Windham school system of vacancies or new positions, and our teachers applying for such vacancies or such positions will be given equal consideration with all other candidates for such vacancies or such positions. A

teacher in the system will be allowed to transfer to a vacancy in another building if he or she meets all qualifications for the position, including necessary training for the specific position, and it serves the best interests of the system. All notices of vacancies and new positions shall be posted on the Board website at the same time as any other public posting, and a copy of such website posting shall be sent to the Union President and one designee at the same time. During vacation periods, such postings shall be sent to the Union President by fax and by e-mail. Teachers in the system who apply for such vacancies or new positions shall be notified in writing if accepted or not, within fifteen (15) school days after the position or vacancy is filled.

12.2 When a teacher must be transferred from one building to another, the Board will first solicit volunteers by informing potentially affected staff members and the Union of the need for transfer. If a teacher volunteers for transfer, he or she shall be transferred, if qualified. If it is necessary to transfer a staff member involuntarily, the Superintendent or his or her designee shall meet with the affected teacher, and a representative of the Union, if requested, to explain the circumstances and conditions of the transfer. Any such transfer must be reasonable.

ARTICLE XIII

SPECIAL SCHEDULES

13.1 All teachers who travel to more than one school or building shall be given the opportunity to discuss their schedules with the person or persons responsible for the effective coordination of their respective teaching activity. Such schedules shall allow a reasonable amount of time for travel purposes.

ARTICLE XIV

CLASS SIZE

14.1 A. A teacher who has a special education student, Section 504 student or ELL student scheduled to his or her class shall be so notified prior to the student's entry.

B. The parties hereto recognize the desirability of achieving optimum teaching conditions by assuring workable class size. It is recognized that class size problems may occur not only because of changes in student population with regulation to the size of the staff, but also because of limitations of space, materials, student characteristics, or similar factors. However, it is recognized by both parties that the ultimate responsibility in this lies with the Board.

14.2 There shall be a Class Size Review Committee composed of two members appointed by the Union and two (2) members appointed by the Superintendent. The function

of the Committee shall be to review class-size policies and problems and to report its findings and recommendations concerning improvements in class-size conditions in Windham.

14.3 Within five (5) days after discussion of such report with the Superintendent, either the Committee or the Superintendent may refer such reports to the Board of Education for consideration at its next regularly scheduled meeting.

14.4 As long as the administration requires attendance and related responsibilities in open study halls, it will provide assistance for the purpose of attendance in a study that has more than 40 but less than or equal to 80 students. The administration will provide assistance for the entire class period if the study exceeds 80 students.

ARTICLE XV

TEACHING A NON-SCHEDULED CLASS

15.1 Assignments to high and middle school teachers to cover classes to which they are not normally assigned shall be balanced equitably among available staff.

ARTICLE XVI

TEACHING ASSIGNMENTS

16.1 Teachers shall be given their tentative teaching assignments; but not necessarily the actual period by period breakdown, at least one (1) week prior to the close of school in June. In the event of a change in assignment thereafter, the teacher shall be informed as soon as possible.

16.2 When a principal/headmaster proposes to change a teacher's grade or subject assignment, if reasonably possible, he/she shall offer the teacher a prior personal conference before announcing the change.

ARTICLE XVII

STAFF MEETINGS

17.1 Notice and agenda of faculty meetings shall be posted by noon on the school day before the day of the meeting.

17.2 Mandatory in-service education will normally be scheduled during the school year, on non-student contract days, or on regular school days following a closing at least two hours earlier than the regular dismissal time for each particular school. In addition, mandatory meetings after the student school day may be called each month as follows: a faculty meeting, and no more than four (4) more meetings which may cover several subject matters (e.g.,

faculty meetings, department meetings, school specific committee meetings, staff training meetings, but not including meetings for which additional compensation is paid). More may be called by the Superintendent for compelling needs such as emergencies.

17.3 In the case of after-school meetings which run 1.5 hours after the end of the teachers' school day, teachers who have personal business to attend to shall be excused at that time.

ARTICLE XVIII

JOB PROTECTION AND VACANCIES

18.1 There will be no layoffs during the term of this Agreement without prior consultation with the Union. The Union will be given a list of all layoffs, transfers, and recalls resulting from this Article promptly after they occur.

18.2 No tenure teacher (as defined in Section 10-151(b) of the Connecticut General Statutes as amended) shall be laid off when a position exists which is either vacant or occupied by a non-tenure teacher and for which the tenure teacher is certified or immediately certifiable.

18.3 It is understood that a layoff is a termination of employment subject to administrative and/or judicial review in the manner set forth in the subsections of Section 10-151 of the Connecticut General Statutes, as amended, and in no other manner. In the case of judicial review under those statutory provisions, the parties agree that the provisions of this Article can and should be submitted to the court.

18.4 The name of any employee who has been laid off shall be placed upon a reappointment list and remain on such list for three (3) years provided that he/she provides an updated mailing address or email address on or before July 1 each year.

18.5 Any teacher on the reappointment list shall receive a written offer of reappointment to such mailing address or email address at least ten (10) days prior to the date of reemployment. The teacher shall accept or reject the appointment, by letter or return email, within ten (10) days. If he or she accepts the appointment, he or she shall receive a written contract by mail or email within ten (10) days of acceptance of reemployment. Should the teacher reject the offer of reappointment or not respond within ten (10) days, the teacher shall be removed from the reappointment list.

18.6 No new employee shall be hired to fill a position for which an employee on the reappointment list is certified or immediately certifiable. In cases where more than one employee on the reappointment list is certified or immediately certifiable for a particular position to be filled, employees with tenure shall be given preference.

18.7 No employee who has been laid off shall be entitled to payment or accrual of any compensation or fringe benefits, whether or not he or she remains on the reappointment list. However, an employee who is reappointed from the list shall be entitled to reinstatement of any benefits earned or accrued at the time of the layoff, and further accrual of salary increments and fringe benefits shall pick up where they left off. No years of layoff will be credited as years of service for compensation or retirement purposes. In the case of non-tenure teachers, service which is interrupted by more than one-half (1/2) year of layoff shall not be considered continuous service for the purpose of achieving tenure.

ARTICLE XIX

WORK STOPPAGES

19.1 During the term of this Agreement, the Union agrees that it will not authorize, instigate, sanction or condone any strike, concerted refusal to render services, or interference with the orderly operation of the Windham school system in all its aspects. Individual employees who engage in such activities shall be subject to disciplinary action up to and including discharge.

ARTICLE XX

DURATION AND SAVING CLAUSE

20.1 This Agreement contains the full and complete agreement between the Board and the Union on all bargaining issues, and neither party shall be required during the term hereof to negotiate or bargain upon any issue, whether it is covered or not covered in this Agreement. All prior practices, agreements, and understandings are void and of no force and effect unless specifically incorporated herein. The contract may be amended or modified by the mutual agreement of the parties, although it is recognized that neither party has any obligation to negotiate such an amendment or modification, during the life of the agreement hereof. In the event the Board considers changes in working conditions or salaries not encompassed in this Agreement, the Union shall upon request be given an opportunity for discussion with the Board or its representatives prior to any final action on the proposed change.

20.2 The parties agree to negotiate in good faith in an effort to secure a successor agreement in accordance with §10-153(f) of the Connecticut General Statutes as amended by PA 92-170, and to commence such negotiations at least 210 days prior to the Board's budget submission date.

20.3 The provisions of this Agreement shall be effective September 1, 2014, and shall remain in full force and effect until August 31, 2016.

20.4 If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation with the Union. In the event that any provision of the Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement shall continue in effect.

20.5 The provisions of Section 20.1 notwithstanding, should members of the bargaining unit be assigned to any school or program that is the subject of a turn-around plan or other state intervention that sets forth working conditions that conflict with this Agreement, the parties shall negotiate over appropriate revisions to this Agreement as affect such unit members.

IN WITNESS WHEREOF, the parties have caused their duly authorized signatures this _____ day of November, 2013.

WINDHAM FEDERATION OF TEACHERS

By _____

WINDHAM BOARD OF EDUCATION

By _____

WINDHAM PUBLIC SCHOOLS

APPENDIX SCHEDULE A-1

SALARY SCHEDULE 2014-15

Step	BA	BA + 15	MASTERS/ BA + 30	MA + 15	6th YR/ MA + 30	DOC/PHD
1						
2						
3	41,950	42,857	44,412	45,737	47,122	50,864
4	43,197	44,166	45,875	47,264	48,774	52,608
5	44,443	45,475	47,340	48,790	50,426	54,354
6	45,690	46,784	48,804	50,317	52,077	56,099
7	46,936	48,093	50,268	51,842	53,729	57,844
8	48,183	49,402	51,731	53,369	55,381	59,589
9	49,429	50,711	53,195	54,896	57,032	61,334
10	51,921	53,324	56,127	57,949	60,334	64,821
11	54,850	56,396	59,967	61,786	64,267	68,583
12	57,946	59,639	63,995	65,816	68,401	72,553
13	61,042	62,882	68,023	69,846	72,535	76,523
14	64,138	66,125	72,051	73,876	76,669	80,493
15	67,233	69,367	76,077	77,907	80,803	84,463

In 2014-15, all teachers shall advance one step, except as described in the MOU signed by the parties.

Degree track movement shall be permitted only for graduate courses in programs that are accredited by NCATE, or another nationally-recognized accreditation organization.

Teachers with twenty (20) or more years of service in Windham shall receive an additional stipend of \$1,000.00, which shall be prorated as appropriate.

Any teacher who obtains National Teacher Certification or National Certification from the National Association of School Psychologists, the National Association of Certified Social Workers, the American Speech-Language Hearing Association, or Interpreter certification by the National Registry of Interpreters of the Deaf shall receive an annual stipend of \$1,000.

A teacher shall advance one step on the salary schedule the year following a leave of absence as long as he/she has been paid at least fifty percent (50%) of the school year.

** Initial placement of a newly hired teacher on the salary schedule shall be determined by the Superintendent after consultation with a teacher and subject to the approval of the Board with the following limitations. No teacher will be hired at a step higher than any current bargaining unit member with the same years of experience. A teacher with teaching experience in a position in a school system requiring a teacher certificate shall be placed in the appropriate degree track of the salary schedule in accordance with the following scale:

Experience:	5 - 7 years	No lower than the third step
	8 - 9 years	No lower than the fourth step
	10 or more years	No lower than the fifth step

WINDHAM PUBLIC SCHOOLS

APPENDIX SCHEDULE A-1

SALARY SCHEDULE 2015-16

Step			MASTERS/		6th YR/	
	BA	BA + 15	BA + 30	MA + 15	MA + 30	DOC/PHD
1						
2						
3	41,950	42,857	44,412	45,737	47,122	50,864
4	43,197	44,166	45,875	47,264	48,774	52,608
5	44,443	45,475	47,340	48,790	50,426	54,354
6	45,690	46,784	48,804	50,317	52,077	56,099
7	46,936	48,093	50,268	51,842	53,729	57,844
8	48,183	49,402	51,731	53,369	55,381	59,589
9	49,429	50,711	53,195	54,896	57,032	61,334
10	51,921	53,324	56,127	57,949	60,334	64,821
11	54,850	56,396	59,967	61,786	64,267	68,583
12	57,946	59,639	63,995	65,816	68,401	72,553
13	61,042	62,882	68,023	69,846	72,535	76,523
14	64,138	66,125	72,051	73,876	76,669	80,493
15	68,107	70,269	77,066	78,920	81,853	85,561

In 2015-16, all teachers not at maximum shall advance one step on the salary schedule.

Degree track movement shall be permitted only for graduate courses in programs that are accredited by NCATE, or another nationally-recognized accreditation organization.

Teachers with twenty (20) or more years of service in Windham shall receive an additional stipend of \$1,000.00, which shall be prorated as appropriate.

Any teacher who obtains National Teacher Certification or National Certification from the National Association of School Psychologists, the National Association of Certified Social Workers, the American Speech-Language Hearing Association, or Interpreter certification by the National Registry of Interpreters of the Deaf shall receive an annual stipend of \$1,000.

A teacher shall advance one step on the salary schedule the year following a leave of absence as long as he/she has been paid at least fifty percent (50%) of the school year.

** Initial placement of a newly hired teacher on the salary schedule shall be determined by the Superintendent after consultation with a teacher and subject to the approval of the Board with the following limitations. No teacher will be hired at a step higher than any current bargaining unit member with the same years of experience. A teacher with teaching experience in a position in a school system requiring a teacher certificate shall be placed in the appropriate degree track of the salary schedule in accordance with the following scale:

Experience:	5 - 7 years	No lower than the third step
	8 - 9 years	No lower than the fourth step
	10 or more years	No lower than the fifth step

APPENDIX SCHEDULE A-2
(Co-curricular Positions)

Position	2014-15	2015-16
	<i>Increase:</i>	
	1.00%	1.30%
Athletic Director	\$13,498	\$13,673
AV Coordinator	\$2,430	\$2,462
Bank Coordinator	\$3,311	\$3,354
Chemical Hygiene Officer	\$4,612	\$4,672
Computer Coordinator	\$6,733	\$6,821
Computer Liaison (High School)	\$3,275	\$3,318
Computer Liaison (Middle School)	\$2,620	\$2,654
Computer Liaison (Elementary)	\$2,180	\$2,208
Curriculum Support Specialist	\$6,733	\$6,821
Faculty Manager	\$2,216	\$2,245
Gifted & Talented Coordinator	\$3,677	\$3,725
Head Teacher	\$3,311	\$3,354
Instructional Consultant	\$3,311	\$3,354
Music Coordinator	\$6,733	\$6,821
School-to-Career Programs Coordinator, 5-12	\$7,572	\$7,670
Special Education Preschool Coordinator	\$3,677	\$3,725
Special Populations Coordinator	\$1,698	\$1,720
Student Activities Coordinator	\$6,733	\$6,821
Team Leader	\$3,311	\$3,354
Program Leader	\$3,311	\$3,354
Plus per teacher	\$184	\$186
Driver Education per hour (Classroom)	\$39	\$40
Driver Education per hour (Roadwork)	\$40	\$41

A-2.1 Effective September 1, 1990; and each subsequent year thereafter, the stipend shall be increased by an amount equal to the percent increase in the salary schedule for that year over the preceding year.

APPENDIX SCHEDULE A-3

(Insurance)

- (1) The insurance program shall be the Century Preferred PPO Plan.

The cost of the applicable premiums for this health insurance program shall be borne as follows: The premium share contribution by the participating employee shall be nineteen percent (19%) effective September 1, 2014, and shall increase to twenty percent (20%) effective September 1, 2015. Dependents will be covered up to age twenty-six (26).

Employees may, in the alternative, elect to participate in a comprehensive deductible health insurance plan, which shall be the health plan described above, modified as follows. In lieu of co-payments set forth above, participating employees shall pay an upfront deductible of \$250/\$500/\$750, as well as co-insurance payments of ten percent (10%) up to a maximum out-of-pocket maximum for in-network services of \$1,000/\$2,000/\$3,000. In addition, out of network deductibles for the comprehensive plan shall be \$250/\$500/\$750, with co-insurance payments at thirty percent (30%), up to a out-of-pocket maximum for out-of-network services of \$1,000/\$2,000/\$3,000. Premium contributions for employees participating in the comprehensive plan shall be fourteen percent (14%) effective September 1, 2014, and shall increase to fifteen percent (15%) effective September 1, 2015.

- (2) In addition to the health insurance options outlined above, the Board shall provide the following benefits to each employee:

- (a) \$35,000 Accidental Death and Dismemberment Insurance
- (b) \$50,000 Group Life Insurance
- (c) The Guardian Group Dental Insurance Plan or such other plan as the parties may agree

The Board pays the cost of the individual accidental death and dismemberment insurance coverage and group life insurance coverage under (a) and (b) above, and family coverage is not available.

The Board pays the cost of individual dental coverage under (c) above, and if elected by the employee, the costs of dependent dental coverage shall be paid seventy-five (75%) percent by the Board and twenty-five (25%) percent by the employee through payroll deductions.

Prescription Formulary Plan with co-payments as follows:

Generic	\$5.00
Preferred brand	\$15.00
Non-preferred brand	\$25.00
Mail order	2X for a 100 day supply

(3) The Board agrees to make payroll deductions for retirement and insurance benefits in approximately equal installments over ten (10) months, except in situations beyond its control, such as increases in premium costs during the school year.

(4) Change in Carrier Provision

The Board may change these carriers of insurance provided:

1. The plan suggested by the Board as an alternate must be substantially equal as a whole to the present plan at no additional cost to the employee.
2. The Federation shall have the opportunity to study the proposed plan for a period of thirty (30) days.
3. If at the end of the aforementioned thirty (30) days, there is disagreement between the parties on the issue of whether or not the plan is substantially equal as a whole, then the issue will be submitted to a mutually selected arbitrator. If the parties cannot mutually select an arbitrator, then the matter will be submitted for arbitration to the American Arbitration Association according to its rules and regulations. The costs of the arbitrator shall be borne equally by both parties. The above noted carriers shall not be changed prior to the decision of the arbitrator.

(5) Board contributions for insurance premiums as set forth above shall be prorated when employees are assigned to part-time positions, unless the employee is involuntarily reduced to such status. Part-time employees on whose behalf the Board is contributing for the cost of premiums without proration prior to the 1994-95 school year shall continue to receive benefits without such proration.

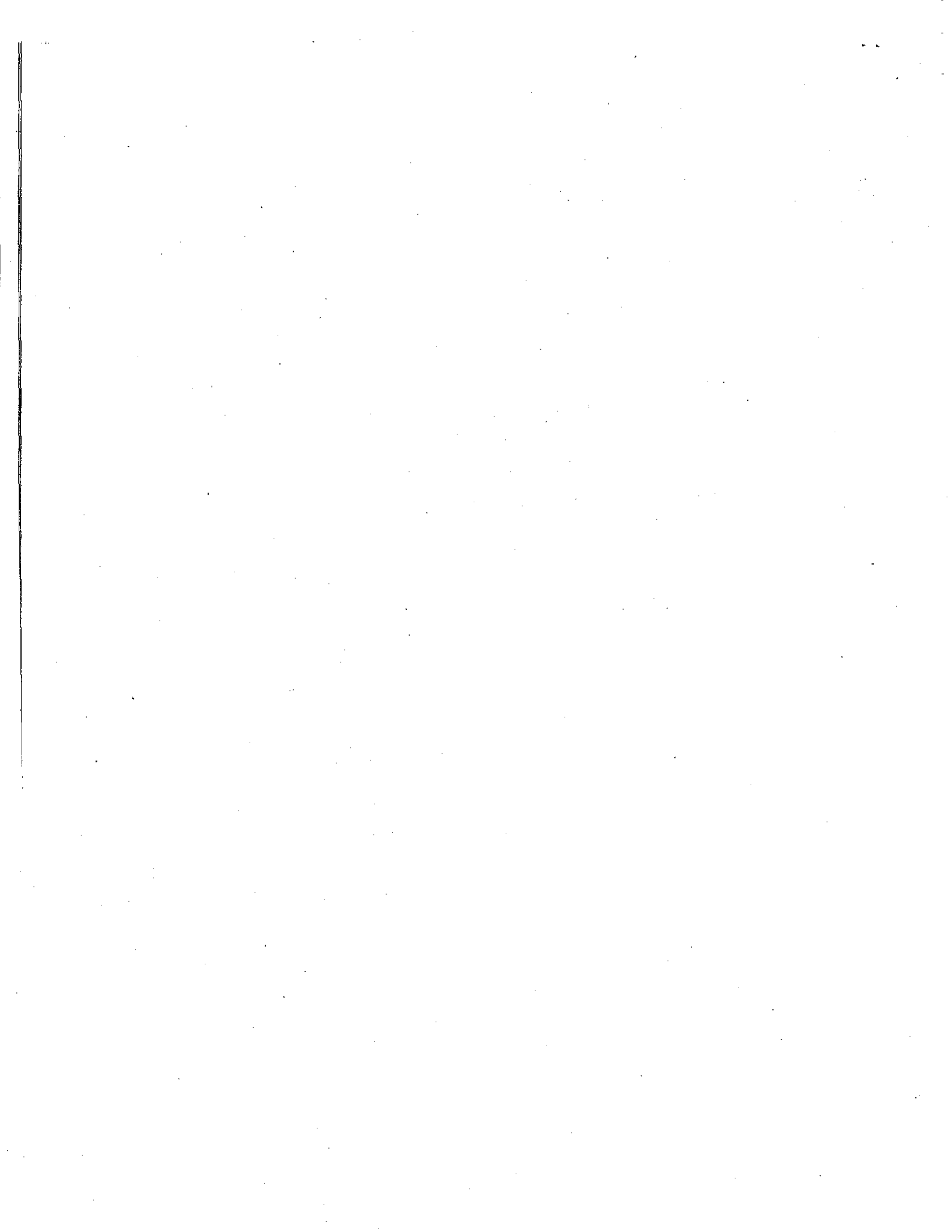
(6) Per diem substitutes shall not be eligible for insurance benefits. Long-term substitutes (certified employees in an assignment in excess of forty (40) consecutive days) shall be eligible to participate in the insurance program at their own expense. The Board shall provide benefits to long-term substitutes on an annual appointment (over 150 consecutive days in an assignment, as projected in advance) on the same basis as other certified staff.

(7) The Board shall make available an Internal Revenue Code Section 125 deduction for pre-tax insurance premiums, a medical flexible spending account, and a dependent care flexible spending account.

(8) When teachers submit their resignation of employment for the following year prior to August 1, such resignation shall be deemed effective August 1, and such teacher shall remain eligible for group health insurance coverage through the month of August on the same

basis as active employees. If the employee is laid off, non-renewed or terminated for cause, the insurance coverage will end the last day of the month that the employee is employed.

(9) The Windham Board of Education and the Windham Federation of Teachers mutually agree that when two teachers are married and are both eligible for insurance benefits without proration, and such teachers elect to have one spouse carried on the insurance plan as a dependent, the teacher who carries the plan shall be excused from the contributions for premium costs (both individual and dependent) otherwise required under Appendix A-3. Any couple currently enjoying this benefit as of September 1, 2000 shall be grandfathered.



APPENDIX SCHEDULE A-4 (10.8)
(Extra-curricular Positions)

Point values for Article 10.8B, Position, and 10.8C, Disparity Factors are listed below.

KEYS

SCHOOL: HS = High School; MS = Middle School

SEX: B = Boys'; G = Girls'

SEASON: F = Fall; W = Winter; S = Spring

ACTIVITY	SCHOOL	SEX	SEASON	POSITION	DISPARITY FACTOR
2 Band, Dance	HS	B&G		3	2
3 Band, Marching	MS	B&G		4	2
4 Band, Pep	HS	B&G		4	2
5 Baseball, Head	MS	B	S	2	2
6 Baseball, Head	HS	B	S	5	2
7 Baseball, Assistant	HS	B	S	3	1
8 Baseball, Freshman	HS	B	S	2	1#
9 Basketball, Head	MS	B	W	2	2
10 Basketball, Head	MS	G	W	2	2
11 Basketball, Head	HS	B	W	5	2
12 Basketball Assistant	HS	B	W	3	1
13 Basketball, Head	HS	G	W	5	2
14 Basketball, Assistant	HS	G	W	2	1#
15 Basketball, Freshman	HS	B	W	2	1
16 Basketball, Intramural	MS	B	W	2	0
17 Basketball, Intramural	MS	G	W	2	0
87 Chamber Choir Advisor	HS	B&G		3	1
18 Cheerleaders, Head	MS	B&G		4	1
19 Cheerleaders, Head	HS	B&G		4	1
20 Cheerleaders, Assistant	HS	B&G		4	1
21 Class Advisor, Senior	HS	B&G		4	1
22 Class Advisor, Junior	HS	B&G		2	1
23 Class Advisor, Sophomore	HS	B&G		1	1
24 Class Advisor, Freshmen	HS	B&G		1	1
25 Communications	HS	B&G		4	1
26 Croakings (The Whippet)	HS	B&G		4	1#
27 Cross Country, Head	HS	B&G	F	5	1#
28 Cross Country, Assistant	HS	B&G	F	3	1
29 Crystal (Yearbook)	HS	B&G		4	3
30 Dolphins	HS	B&G		4	2
31 Field Hockey, Head	HS	G	F	5	2*
32 Field Hockey, Assistant	HS	G	F	3	1
33 Football, Freshman Head	HS	B	F	2	2
34 Football, Freshman Assistant	HS	B	F	1	2
35 Football, Varsity Head	HS	B	F	5	3
36 Football, Varsity Asst. or JV	HS	B	F	3	2
37 Football, Varsity Asst. or JV	HS	B	F	3	2
38 Golf	HS	B&G		5	1
39 Gymnastics, Head	HS	G		5	3
40 Gymnastics, Assistant	HS	G		3	2
41 Hero Food Services	HS	B&G		4	2

APPENDIX SCHEDULE A-4 (10.8)
(Extra-curricular Positions)

ACTIVITY	SCHOOL	SEX	SEASON	POSITION	DISPARITY FACTOR
43 Math Team	HS	B&G		4	0
44 Music Production	HS	B&G		4	3
45 Music Theater	MS	B&G		4	2
46 Music Theater, Assistant	MS	B&G		2	2
86 National Honor Society Advisor	HS	B&G		4	2
48 Soccer, Head	MS	B	F	2	2
49 Soccer, Head	MS	G	F	2	2
50 Soccer, Head	HS	B	F	5	2
51 Soccer, Assistant	HS	B	F	3	1
52 Soccer, Head	HS	G	F	5	2
53 Soccer, Assistant	HS	G	F	3	1
53A Soccer, Assistant	MS	B	F	1	1
53B Soccer, Assistant	MS	G	F	1	1
54 Soccer, Freshman	HS	B	F	2	1#
55 Softball, Head	MS	G	S	2	2
56 Softball, Head	HS	G	S	5	2
57 Softball, Assistant	HS	G	S	3	1
58 Student Council	HS	B&G		4	2
59 Student Senate	MS	B&G		4	2
85 Student Philosopher	HS	B&G		4	2
60 Swimming, Head	HS	B	W	5	2
61 Swimming/Diving, Assistant	HS	B	W	3	1
62 Swimming, Head	HS	G	F	5	2
63 Swimming/Diving, Assistant	HS	G	W	3	1
64 Tennis	HS	B	S	5	1
65 Tennis	HS	G	S	5	1
66 Track, Spring Head	MS	B&G	S	2	3
67 Track, Spring Assistant	MS	B&G	S	1	2
68 Track, Spring Head	HS	B	S	5	3
69 Track, Spring Assistant	HS	B	S	3	2
70 Track, Spring Head	HS	G	S	5	3
71 Track, Spring Assistant	HS	G	S	3	2
72 Track, Winter Head	HS	B&G	W	5	2
73 Track, Winter Assistant	HS	B&G	W	3	1
74 TV Production	HS	B&G		4	3
75 Volleyball, Head	HS	G	F	5	2
76 Volleyball, Assistant	HS	G	F	2	1
77 Water Ballet	MS	B&G	W	4	2
78 Windham Players	HS	B&G		4	3
79 Windham Players, Tech Advisor	HS	B&G		4	3
80 Wrestling, Head	MS	B	W	2	2
81 Wrestling, Assistant	MS	B	W	1	1
82 Wrestling, Head	HS	B	W	5	2
83 Wrestling, Assistant	HS	B	W	3	1
84 Yearbook Advisor	MS	B&G		4	3

Value grandfathered at 2 for 92/93 incumbent.
 * Value grandfathered at 3 for 92/93 incumbent

APPENDIX A-5

Memorandum of Understanding

The following additional agreement between the Windham Board of Education and the Windham Federation of Teachers shall be implemented:

All side letters shall be eliminated except that, should the Board or the Federation desire to maintain a side letter, the party desiring to maintain the side letter shall have the affirmative obligation to bring such side letter forward by March 1, 2014, at which time, the parties shall negotiate about whether such side letter should be maintained. Any side letter not brought forward for negotiation by March 1, 2014 shall be null and void as of July 1, 2014.

Windham Board of Education

Windham Federation of Teachers

Date

Date

**APPENDIX A-6
HEALTH INSURANCE GRID**

MEDICAL PLAN GRID	BOE PPO PLAN EFFECTIVE 9/1/2014
Type of Plan	PPO
Referrals Required	No
Dep/FTS Eligibility	26
Deductible	N/A
Coinsurance	N/A
OOP Maximum	N/A
Lifetime Maximum	Unlimited
Preventive Care	\$0
Office visit copay	\$15
Specialist visit copay	\$15
OB/GYN	\$15
Maternity Care	\$15
Lab & X-Ray	\$0
Inpatient copay	\$100
Outpatient Surgery	\$100
Urgent Care copay	\$50
Emergency Room copay	\$75
Ambulance	\$0
Infertility Services	Covered by State Mandate
Deductible	\$250/\$500/\$500
Coinsurance	20%
OOP Maximum	\$1,500/\$3,000/\$3,000
Lifetime Maximum	\$1 million
Prescription Drugs	
Generic	\$5
Listed Brand	\$15
Non Listed Brand	\$15
Pharmacy Day Limit	34 days - 100 unit dose
Pharmacy Maximum	\$2,000
Elected Brand	Copay + diff
Dispense as Written	Copay + diff
Non-par Claims	20%
Mail Order	2x
MOD Day Limit	100 days
MOD Maximum	\$2,000