

UNION OFFICERS - 2011-2012

Mary Ann Canning-McComiskey	President
Wayne Brooder	Secondary Vice President
Anne Bibeault	Elementary Vice President
Maryann Mitchell	Treasurer
Donna Rowland	Secretary

UNION OFFICERS EFFECTIVE JULY 1, 2012

Fred Hoppe	President
David Jayson Schofield	Secondary Vice President
Anne Bibeault	Elementary Vice President
Maryann Mitchell	Treasurer
Donna Rowland	Secretary

SCHOOL COMMITTEE MEMBERS

Elizabeth Black Robson	Chairperson
Julie Zito	Vice-Chairperson
Mary Varr	Clerk
Kristine Donabedian	School Committee Member
Mary Anne Roll	School Committee Member
Tracey Cavanaugh	School Committee Member
John LaFleur	School Committee Member

SCHOOL DEPARTMENT TELEPHONE NUMBERS

Administration Building	721-3300
Student Services	721-3317
Lincoln Middle School	721-3400
Lincoln High School	334-7500
Central Elementary School	334-2800
Lonsdale Elementary School	725-4200
Northern Elementary School	769-0261
Saylesville Elementary School	723-5240

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**ARTICLE I
PREAMBLE**

Section 1.

This Agreement made and entered into effective as of September 1, 2011 by and between the Lincoln School Committee (hereinafter referred to as "the Committee") and the Lincoln Teachers' Association, Local 1461, American Federation of Teachers, AFL-CIO (hereinafter referred to as "the Union").

Section 2.

The Committee and the Union recognize the importance of developing a sound educational system. The Committee and the Union agree that they have a respective responsibility and obligation to promote the highest degree of quality education for the Town of Lincoln and affirm their interest to work toward the achievement of educational excellence in the Town.

**ARTICLE II
RECOGNITION AND RIGHTS AND
OBLIGATIONS OF THE PARTIES**

Section 1. Union Recognition

The Committee hereby recognizes the Union as the exclusive bargaining representative for all those employees (except Superintendent, Central Office Administrators, and Building Level Administrators) in positions requiring a teaching or special services certificate employed by the Committee, for the purpose of negotiating, with respect to salaries and all other conditions of employment for the duration of this Agreement. Such recognition is granted in accordance with the Certification of Results of an election held on November 15, 1968, pursuant to Title 28, Chap. 9.3 of the General Laws of R.I. (Chapter 146 of Public Laws of R.I. 1966).

Section 2. Union Obligation

The Union agrees to represent equally all members of the above defined unit.

Section 3. Management Rights

Nothing in this Agreement shall contravene the authority of the Committee or limit in any way the authority as provided in the general statutes of the State of Rhode Island and the Charter of the Town of Lincoln. The Committee shall not, however, exercise any of its authority

specified above so as to contravene a specific provision of the Agreement.

Section 4. Committee Representation

Despite reference herein to the Committee or the Union as such, each reserves the right to act hereunder by committee or by designated representative(s).

Section 5. Nondiscrimination

The parties agree to follow a policy of not discriminating against any employee or potential employee on the basis of race, color, creed, national origin, age, sex, marital status, disabling condition, political preference or membership or participation in or association with the activities of any employees' organization, in compliance with Rhode Island Statutes.

ARTICLE III GRIEVANCE PROCEDURE

Introduction

The prompt, informal and confidential adjustment and settlement of grievances is encouraged; therefore, the following procedures to accomplish these purposes are hereby established:

Section 1. Definition

- a. A grievance shall mean a complaint by a teacher that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of established personnel policy or of past practice. Policy is defined as personnel policies as they relate to terms and conditions of employment. The grievant must establish the existence of an established past practice. Past practice may not be used to contravene any provision of this Agreement. Grievances will be resolved in a fair and equitable manner. The parties will mutually work to maintain a safe and healthful working environment.
- b. As used in this article, the term "teacher" shall mean
 1. an individual teacher
 2. a group of teachers having the same grievance

3. the Union for issues having application beyond an individual or group of teachers.
- c. Each grievance filed shall contain a specific set of facts and refer to a specific article and section of the Collective Bargaining Agreement.
- d. With respect to any grievance/issue filed under the terms and conditions of this agreement which solely requires applications, review, or determination of special education law, rule, or regulation, or if an issue is appealed to the Department of Education by the Union, the parties agree to submit such issue(s) to hearing before the Department of Education. Such grievance/issue shall not be the subject of arbitration. In the event that any grievance/issue may require consideration of said application, review, or determination of special education law, rule, or regulation, a legal advisory opinion shall be obtained by the parties from the Department of Education prior to arbitration on the grievance. The advisory opinion shall be the law of that grievance with respect to the special education issue.

Section 2. Procedure

Step 1.

A teacher and a Union representative (if the teacher so desires) shall first discuss the problem with the school official serving as the teacher's Building Level Administrator or immediate administrative superior (in cases where a teacher is not under the jurisdiction of a Building Level Administrator) in an effort to resolve the grievance. The aggrieved party must submit the grievance within thirty (30) calendar days after the occurrence of the alleged violation of the contract with copies filed with the Union and appropriate supervisor. The grievance shall be in writing and all known supporting evidence shall be presented at that time. The supervisor shall render a decision in writing within fifteen (15) calendar days.

Step 2.

Failing satisfactory settlement, the aggrieved may, with the assistance of the Union Representative (if the teacher so desires) within ten (10) calendar days after receipt of the decision by his/her superior, appeal in writing to the Superintendent and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her designee shall meet with the teacher and Union Representative within ten (10) calendar days of the receipt by him/her of such appeal and shall give his/her decision in writing to

the teacher and to the Union (if the Union has been represented) within ten (10) calendar days of such meeting.

Step 3.

The Union may appeal the decision rendered at Step 2 by appealing in writing to the Chairman of the Committee within ten (10) calendar days of the Union's receipt of the decision made at Step 2. A copy of the appeal must be sent to the Superintendent of Schools at the same time it is sent to the Chairman of the Committee. The chairman of the Committee shall schedule a Step 3 hearing with the School Committee within thirty (30) calendar days of the receipt of the appeal by the Chairman. Within ten (10) calendar days prior to this meeting the Superintendent (or designee) by the direction of the Committee shall contact the President of the Union and they shall arrange a time and place for a hearing by the Committee of the appeal. Within ten (10) calendar days after the hearing, the Superintendent shall, by direction of the Committee Chairman, notify the Union President in writing of the decision of the Committee. If the School Committee decision is not appealed within thirty-five (35) calendar days of its mailing by certified mail, the decision shall become final in all respects and is not subject to further arbitration or appeal.

Step 4.

- a. In the event a grievance shall not have been settled under the above procedures, the Union may proceed directly to arbitration which shall be binding.
- b. Notice of intention to request submission to arbitration must be in writing addressed to the Chairman of the School Committee. Such notice shall be certified mail, return receipt requested, within twenty (20) calendar days following receipt of the written decision of the School Committee. If the School Committee fails to render a decision within the time limits in Step 3 above, the Union may proceed to arbitration within fifteen (15) calendar days of the time that the decision was due.
- c. Upon mutual consent of the parties, any matter submitted to arbitration pursuant to section(b) above, may be preliminarily referred to mediation upon terms and conditions that are mutually agreed upon. If mediation fails to resolve the matter to the satisfaction of the parties, it shall proceed to arbitration as provided herein.

- d. Arbitrator(s) shall be selected, and hearing shall be held in accordance with Title 28-9.3-10 and 28-9.3-11 of the General Laws entitled "Labor and Labor Relations" as amended and provided for the settlement of disputes between certified public school teachers and school committees.
- e. The arbitration hearing shall commence within thirty (30) calendar days after notification of the selection or assignment of an arbitrator has been received.
- f. The arbitrator(s) shall be without the power or authority to make any decision which requires the commission of an act prohibited by law, or which is in violation of the terms of this Agreement. An arbitrator shall be without the power or authority to add to, delete from, or modify in any way, any of the provisions contained therein. The decision of the arbitrator(s) shall be final and binding upon the parties and all concerned, and no appeal shall be made except upon the grounds provided by Rhode Island law. The arbitrator shall apply applicable Rhode Island and Federal law to such arbitration and such appeals shall be made as provided by Rhode Island General Law. The Arbitrator(s) shall be without the power or authority to add to, delete from, or modify in any way, any of the provisions contained herein.
- g. Fees and expenses of the arbitrator(s) shall be shared by both parties.
- h. The Committee and Union agree that each will apply to all substantially similar situations the decision of the arbitrator sustaining or denying a grievance.
- i. An arbitrator must render a decision in writing within twenty (20) days of the conclusion of the arbitration hearing.

Section 3. General Provisions

- a. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant.
- b. The time limits specified at any step may be extended in any particular instance by agreement between the parties.
- c. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the appropriate Union and Committee representatives, and witnesses. Hearings may be held during school

hours, by mutual agreement, and persons proper to be present may attend without loss of pay.

- d. A grievance arising from the action of an official above the rank of Building Level Administrator will first be discussed with the official and, if not resolved, may be submitted to the Superintendent or designee and processed in accordance with Step 2 hereinbefore.
- e. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.
- f. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.
- g. No grievance that is processed without Union representation shall be cited as precedent.
- h. The grievant may have another teacher accompany him/her provided that the latter is not an officer, an agent, or a representative of any teacher organization other than the Union.
- i. Official grievances shall not be placed in the personnel file of the teacher nor shall such grievance become a part of any file or record which is utilized in the promotional process; nor shall it be used in any recommendations for job placement.
- j. A copy of official written Union communications regarding grievances directed to the Committee shall be sent simultaneously to the Office of the Superintendent.
- k. The Union may initiate a grievance at the level it believes will produce the most immediate relief, provided:
 - 1. that level is not beyond Step 3; and
 - 2. that the Superintendent at level 2 accepts and/or the School Committee at level 3 accepts; and
 - 3. the Superintendent or the School Committee may remand the grievance to the level it deems appropriate.

ARTICLE IV UNION RIGHTS

Section 1. Use of School Facilities

- a. The Committee shall provide space on faculty room bulletin boards for the exclusive use of the Union for posting notices, announcements, or allied professional material.
- b. At least one bulletin board shall be reserved in each school for the use of the Union for the purpose of posting material dealing with the proper and legitimate business of the Union.
- c. Each teacher shall be provided with a mailbox. The use of school mailboxes shall be granted the Union for distribution of notices and educational material to teachers.
- d. On occasions where communications with teachers through the use of mail boxes is extremely difficult, the Union may request the Building Level Administrator to have brief announcements made over the public address system. The Building Level Administrator may grant the request if the announcements are not inconsistent with the effective and efficient operations of the school.
- e. The Union shall be given a place on the agenda of individual faculty meetings for brief announcements and reports.
- f. Members of the Executive Board of the Union and/or the Building Representatives shall have the right to schedule Union meetings of the teacher members in the school before or after regular class hours.
- g. The Union shall have the right to use school buildings for meetings without cost and at reasonable time with permission of the school Building Level Administrator.
- h. The Union shall have the right to use the Lincoln's public school email system for mass distribution of such memos or information as mutually agreed upon by the Superintendent of Schools and the President of the Lincoln Teachers' Association.

Section 2. School Committee Meetings

The President and Vice President(s) of the Union shall be furnished with a copy of the Committee agenda in advance of regular or special meetings of the Committee. Copies of all approved adopted minutes of

open meetings and letters of appointment, shall be forwarded as they become available.

Section 3. School Department Records

The Committee agrees to provide the Union upon request of the President with information which shall not be of a confidential nature and which is relevant to the Lincoln School System providing the information is available.

Section 4. Grievance Investigation

Upon complaint of a teacher, the President of the Union or his/her designee, shall be free to investigate matters which may result in a grievance being filed. However, the immediate supervisor shall first be given the opportunity to resolve the issue with the teacher within three school days of the complaint, prior to the investigation. Said President or designee shall notify his/her superior in advance.

Section 5. Released Time for Union President

- a. When administratively possible, the Union President shall be relieved of non-teaching duties for the purpose of conducting Union business. Nothing in this provision shall require the Committee to provide additional personnel for the purpose of carrying out this provision.
- b. The Union President shall at his/her request be granted a reduced teaching schedule as follows:
 1. Secondary President: A teaching schedule equivalent to $4/5^{\text{th}}$ of a regular teacher's program.
 2. Elementary President: Time shall be provided which shall be no less than the time granted a Secondary President over a normal two (2) week period.

The salary of said President shall be reduced by the amount of the program reduction in teaching time which portion of the President's salary shall then be paid by the Union. Fringe benefits shall continue to be paid by the School Committee. Full seniority rights shall be maintained.

Section 6. Temporary Leave for Union President

Three members of the Union shall be granted up to three (3) days each during the school year to attend conferences as official delegates of the Union.

Section 7. Teacher Directory

The School Department shall provide a teacher directory by school, containing name, address, and phone number of each teacher, for distribution to teachers. Said directory shall not be distributed to anyone other than school department personnel.

ARTICLE V PROMOTIONAL POLICY

Definitions

Assignment:	A designation to a position.
Compensation:	Recompense, remuneration, time, status, money, or any combination of these.
Position:	A post of employment.
Promotion:	An elevation to a posted position carrying greater responsibility and/or additional compensation for which educational certification is required.
Transfer:	A relocation from one position to another within the Lincoln School System.
Vacancy:	An unfilled position.

Section 1. Posting of Administrative Openings

The Committee shall provide notice of administrative openings to the Union by placing notice of such positions on the District website. Administrative openings for which a teacher is eligible to apply shall be provided to the Union by placing notice of such positions on the District website at least fifteen (15) calendar days prior to the filling of the vacancy. Such notice shall set forth all qualifications, requirements, duties, and compensation.

Section 2. Time Limit on Filling of Vacancies

The Superintendent shall make all nominations for teacher vacancies to the Committee within sixty (60) calendar days of the occurrence of the vacancies.

Section 3. Hiring

- a. The Union and the Committee agree that it is in the best interest of the School Department to hire the most qualified people for administrative posts and that Union membership and seniority in the Town of Lincoln School Department are not, per se; qualifications for an administrative post. Qualifications shall include but shall not be limited to (a) successful experience, (b) education, (c) contents of personnel file, (d) certification, (e) other recommendations, (f) results of the interview and screening process. Qualifications, including but not limited to certification, being equal, seniority in the Lincoln School System shall prevail.
- b. It shall be the responsibility of an applicant for a permanent vacancy to provide appropriate documentation and sufficient proof of teaching experience. Such information shall be provided on or before the initial interview with the Superintendent or his/her designee(s). Any grievance or action of any type brought against the district for back pay and/or benefits in this regard shall be commenced within one (1) year of the effective date of appointment to the vacancy, or such claim shall be wholly lost. The administration shall give notice of this requirement at the time of or before the initial interview with the Superintendent. A copy of the notification signed by the applicant shall be forwarded to the Union.

ARTICLE VI ASSIGNMENT AND TRANSFER

Definition of assignment, compensation, position, promotion, transfer and vacancy shall be the same as those under Article V.

Section 1.

- a. (1). Dated notices of all vacancies and new positions occurring or created during the school year shall be posted in all schools at least fifteen (15) school days prior to the filling of these positions. A copy of this notice will be sent to the Union President, all Union Officers and Building Representatives. Applications may be made for specific

vacancies or new positions as they occur but no later than ten (10) school days following the posting of said vacancies or positions.

(2). Assigned positions which become vacant after the last day of a school year shall be posted with the school teaching schedule, and all other pertinent information for the position vacated.

- b. During the summer, notices shall not be posted in school buildings. Instead, notices shall be posted in the Administration Building and mailed to all Union officers and Building Representatives twenty (20) calendar days prior to filling the position. Applications may be made for specific vacancies or new positions as they occur but no later than fifteen (15) calendar days following the posting of said vacancies. Extra copies of such notices will be given to said Union officials upon request at the Office of the Superintendent. The Union shall supply the Superintendent or his/her designee with a list of officers and building representatives and appropriate addresses.
- c. A letter of acknowledgment shall be forwarded to the teacher upon receipt of the request for reassignment and/or transfer.
- d. Teachers applying for reassignment and/or transfer shall list the positions they are interested in with preference as to school, grade, and subject matter indicated.
- e. Teachers in the Lincoln School System shall be given preference in assignment and/or transfer over newly appointed teachers and teachers from outside the System. A teacher will not be eligible for transfer to a position in another area of certification during the initial four (4) years in the Lincoln School Department except where deemed necessary by the Superintendent. Teachers hired prior to July 1, 1997 shall not be subject to this provision.
- f. All other qualifications, including but not limited to certification, being equal, seniority will be the determining factor when two (2) or more members of the Lincoln School System have applied for reassignment and/or transfer to the same vacancy.
- g. A person not transferred to a position he/she has applied for shall be notified of such in writing within ten (10) days after the position has been filled.
- h. In cases where involuntary transfers are made necessary by changing conditions, such involuntary transfers shall be arranged on a fair basis. Teachers who may be involuntarily transferred shall be notified in advance of the transfer and given every opportunity to

voluntarily transfer to a suitable vacant position and shall be given preference in the assignment to vacancies which may occur and for which they qualify. Non-tenured teachers who are involuntarily transferred shall be given preference over new appointees in assignment to vacancies which may occur and for which they qualify. Non-tenured teachers, however, shall not be allowed to exercise involuntary transfer status over tenured teachers. Involuntary transfer status shall expire upon the earlier of the following:

1. The teacher's selection of any position to which teacher is subsequently approved by the School Committee.
 2. The conclusion of the first job fair in the spring of the following school year.
- i. No teacher shall be involuntarily transferred to a vacant position for which another qualified teacher has applied under the voluntary transfer provisions of this Agreement except in the case that an involuntary transfer has been necessitated by the elimination of the teacher's position.
 - j. No teacher may voluntarily transfer later than October 1 of that school year without the approval of the Superintendent of Schools. Positions posted after October 1 may be applied for according to the provisions of this section. The transfer shall become effective following the last day of school provided that the temporarily filled position will be vacant for the following school year.

Section 2. Job Opportunities

- a. Whenever a job opportunity, vacancy, federal or state funded position shall occur or a new position be created which is not of a promotional nature, teachers in the Lincoln School System shall be given preference in filling such job opportunity, vacancy, or position. The time limits and regulations for the posting of Job Opportunity notices shall be the same as those governing Assignment and Transfer.
- b. All teachers, regularly assigned to teach in the School System, who have filed written applications, shall be given preference for jobs for which additional compensation is provided, and for all federally funded programs.
- c. Where other qualifications for the positions mentioned above are equal, selection shall be made on the basis of seniority.

- d. All applicants from within the Lincoln School System shall receive a letter from the Superintendent or his/her designee within ten (10) days of the appointment either notifying them that they have or have not been appointed.
- e. Where the other provisions of this article have been met, not being given the position will not constitute a grievance.
- f. In the event that a job vacancy exists for the position of Department Chairperson, or in the event that a new position of Department Chairperson is created, a posting will take place within the building in which that vacancy exists. Teachers from within the said department may apply for the vacant position and be considered for appointment. No person may be eligible for the position of Department Chairperson unless they are a member of the department for which the vacancy exists.
- g. For the purposes of assignment and transfer, teachers whose assignments reflect professional responsibilities in more than one (1) building shall be considered assigned to the building where the majority of their scheduled responsibilities occur. A teacher who is assigned to a building for at least .5 FTE of his/her professional responsibilities shall not be considered involuntarily transferred when his/her schedule is administratively changed, provided that he/she retains at least .5 FTE in the same building. Systemwide assignments shall not be contrived so as to prevent teachers in these assignments from securing assignment to a specific building.
- h. In the event that a teacher has an assignment that includes equal FTE ratios in two or more buildings, the teacher's home school status and subsequent transfer status shall be determined by mutual agreement of Director of Student Services or the Director of Curriculum, Instruction, Assessment & Professional Development, and the Union in the event that a schedule change becomes necessary. If the parties cannot so agree, the matter shall be appealed to the Superintendent, whose decision may be grieved at level two.

Section 3. Seniority

- a. The Superintendent's office shall prepare a chronological list of teachers in the Lincoln School System which will indicate the date on which members were hired in the Town of Lincoln. The list shall be made available upon request fifteen (15) days in advance.
- b. Seniority shall be defined as follows:

1. For the purpose of job security and retention, seniority shall be defined as the length of continuous employment by the Lincoln School Department, such continuous time to be diminished by the time spent on unpaid leaves of absence. In accordance with the provisions of R.I. General Laws 16-13-3, this provision shall apply only to those individuals who have acquired tenure as teachers in the Lincoln School System. Administrators who have not acquired such tenure shall accrue no seniority with respect to this provision.
2. For the purpose of assignment and transfer, seniority shall be determined by the length of time spent teaching. Time spent on unpaid leaves of absence shall not accrue any seniority. Provided continuous teaching service is of equal length, seniority within a particular area will be the determining factor. Teachers shall be subject to the provisions of Section 1, paragraph e. above.

Section 4. End of Year Posting Procedure

Subsequent to May 1, whenever an opening becomes known for the subsequent school year, this procedure shall be followed in the interest of placing teachers in their classrooms before the school year begins:

- a. All teachers will be given seven (7) calendar days notice of the openings. This written notification will contain available information related to the position, at the time of the posting, including, but not necessarily limited to, school, grade, subject(s)/teacher schedule, teaming, and academic level(s).
- b. The purpose of this meeting is to fill all vacancies including those created by teacher retirements, transfers, or other reasons, by June 30th.
- c. At this meeting, each vacancy will be announced, and the most senior teacher with the appropriate certification who responds will be assigned that position.
- d. This procedure will continue until all the posted vacancies as well as any created by transferred teachers are filled. Any position(s) not filled at the close of this meeting shall be filled with involuntary transfers and/or be posted exclusively to external candidates.
- e. If a teacher is unable to attend the general meeting, specific written intent may be presented by a Union representative at that meeting.

- f. If a subsequent vacancy occurs after this meeting, it will be posted as in Article VI, Section 1.
- g. If any vacancies still exist on August 1, a second such general meeting, following the procedures above, shall be arranged by mutual consent.
- h. Job Fair Bidding Procedures:
 - (1) Displaced tenured teachers in order of seniority, will be asked to select a position from those positions posted. A displaced teacher may "pass" and reserve displaced status for a later round or future use. Bids by these teachers will not result in any vacant positions for "Round 2".
 - (2) Positions remaining will be called in order of listing for **voluntary** transfers by **tenured** teachers. Positions vacated will be listed for "Round 2".

If there is a question about a posted position, the Building Principal will be asked to clarify the position/posting prior to any bid being accepted.

- (3) Teachers who are in an approved Job Share status may bid on a position with the more senior teacher as bidder. It is understood that both teachers will move to the new position under the conditions stipulated in the approved Job Share proposal, conditional upon subsequent approval by the School Committee.
- (4) Displaced non-tenured teachers may then select from the positions remaining in the original posting. The selections will be made in order of seniority. Vacated positions will be listed for the next round of bidding.
- (5) Non-tenured teachers may select from the remaining positions in the original posting under conditions set forth in Article VI, Section 1 (e), and Section 4.
- (6) Round 2 and any necessary subsequent rounds will be conducted as set forth above.
- (7) Any position remaining after the Job Fair in which a teacher is interested, but lacks the necessary certification, may request in writing that the School Department seek emergency certification if

sufficient certified, qualified applicants are not available to fill the position(s).

ARTICLE VII POLICIES COMMITTEE

The Committee and the Union are concerned about the quality of education and recognize the benefit of meeting and conferring on matters which may affect the caliber of instruction offered to the students. Accordingly, when requested by either party to this Agreement, a committee or sub-committee of one party shall meet with a committee or sub-committee of the other party to discuss matters of mutual concern to affect the best possible education for Lincoln pupils. The parties further agree that this committee shall not affect the rights of either the Committee or the Union with reference to collective bargaining.

ARTICLE VIII PERSONNEL POLICIES

Section 1. Student to Teacher Ratio

- a. No subject matter class shall exceed twenty-seven (27) pupils.
- b. No special education resource room class shall exceed eleven (11) pupils per teacher at any given time during the school day.
- c. Review process affecting Grades 3 through 12.

The parties recognize that certain classes contain students with IEPs or 504 plans which require additional support. Therefore a review process shall be established and appended to this Agreement to review the number of and the needs of students in a class which contains students with IEPs or 504 plans. If determination is made by the ad hoc committee that the needs of said IEP or 504 plan students require assistance in, or alternatives to that regular education class, such assistance or alternatives shall be provided.

The review process shall be performed by an ad hoc committee which shall consist of two members of the administration (to be designated by the Superintendent) and two members from the Union. A majority decision of the committee shall be final. If the committee cannot reach a majority decision, the matter shall be referred to the Superintendent, or his/her designee for final determination. The designee shall not be a member of that ad hoc committee. The committee's review shall be based upon the consideration including, but not necessarily limited to, the appended review process.

- d. The only acceptable reasons for exceeding the maximum class size limit listed in sections a, b, and c above are as follows:
1. There is no space available to permit scheduling of an additional class or classes in order to reduce class size.
 2. Conformity to the class size objective would result in planning additional classes in the present schedule resulting in the extension of the length of the school day.
 3. Does not necessitate the expenditure of funds beyond those budgeted for personnel for the current year.
- e. Teaching Aides
1. The classroom ratio of students per teacher in grades K – 2 shall be 23. K – 1 classes shall each continue to maintain a 15 hr. teacher aide.
 2. The parties agree that if the administration fails to meet the student teacher ratios set out above for Grade 2, a 15-hour Teaching Aide shall be assigned to such class for the time or times the additional student(s) are in such class as the exclusive and sole remedy.

Ad Hoc Committee Review Procedures:

Pursuant to the provisions of Article VIII, Section 1. (c) the parties to the Collective Bargaining Agreement mutually agree to implement the following procedures in the event that any teacher requests a review of the students with IEP's/504's in a given class if the teacher feels that assistance and/or alternative(s) may be warranted:

1. The teacher will complete the form provided by the District which shall indicate the school, class/room, number of students, number of students with IEP's/504's, course(s) title(s), subject(s).
2. Copies of the form shall be submitted to the Building Principal and Union Building Representative.
3. Within three (3) school days, a meeting shall be convened to review the matter. In addition to the review panel, the submitting teacher and the case manager(s) for the students with

IEP's/504's shall be in attendance. The meeting shall be scheduled at such time(s) as is mutually convenient to the members of the review panel.

4. The review panel will consider the disability(ies)/skill deficits and how they are impacting on instruction, the number of students in the class, and any other considerations as may be presented by the submitting teacher.
5. The review panel may request a classroom observation by a case manager or educator who is responsible for one or more of the students in the identified class. If an observation is requested, it shall be performed within three (3) days of the review in order to allow for the panel's compliance with timelines.
6. If the panel requests an additional observation, the team will reconvene within five (5) school days of the observation. The panel must render a decision within five (5) school days after review.
7. The review panel's decision shall be implemented as soon as administratively feasible, but not more than thirty (30) calendar days from the date of the decision which shall be given to the submitting teacher, the teacher's Building Administrator, and the Union.
8. For purposes of this review, students who are identified as Emotionally Disturbed or other health impairment shall be included, not withstanding any academic skill deficits. Additionally, the review committee shall consider whether any skill deficit may impact adversely on any academic area. Student confidentiality will be maintained by submitting teacher(s) and case manager(s) as required by statute and applicable regulations.

NOTE: This Ad Hoc Committee Review Procedures Section will be replaced with language, which creates a committee consisting of three members of the Union and three members of the Administration to draft a new procedure and to come back with consensus recommendations on or before 12/1/08 to be implemented within thirty (30) days.

Section 2.

Teachers in the elementary schools shall not be required to remain when a certified specialist is in charge of the teacher's class.

Section 3. Hiring of Substitutes

- a. A substitute hired to replace a regular classroom teacher shall assume all duties and responsibilities of that teacher.
- b. **Long-Term Substitute:** A long-term substitute is a Rhode Island certified teacher appointed by the Lincoln School Committee to substitute for an absent regular teacher whose absence exceeds forty-five (45) consecutive school days during a single school year. School Committee appointments shall be made in accordance with applicable Lincoln School Committee policies. A long-term substitute shall have the continuous responsibilities of effective appropriate instructional programs, assuming related responsibilities and participating in the school community as the otherwise absent teacher. The long-term substitute shall be evaluated by the supervising administrator in accordance with procedures for evaluating non-tenured teachers. The evaluation shall be performed at least once if the term of employment is between 45 and 60 consecutive days.

Pay Schedule: The long-term substitute will be paid at the per diem rate for the appropriate step of the Base Pay of the contractual salary schedule for the Lincoln Teachers' Association. Pay at such rate will commence as of the effective date of the appointment by the School Committee. In the event that the appointed teacher shall have worked as a day-to-day substitute for the absent regular teacher prior to the effective date of appointment by the School Committee, such days worked as a day-to-day substitute shall be at the appropriate day-to-day payment schedule. The contractual rate shall commence with the effective date of appointment. The effective date of appointment shall be the date upon which the Superintendent is notified in writing of the impending vacancy.

Such "appropriate step" will be determined based on the number of years of service, experience, and training. Teaching service in Rhode Island public schools only shall be recognized. Long-term substitute time shall not be credited toward tenure, nor will any fringe benefits, other than as may be required by State law, be provided. A year of service, experience, and training is considered to be 136 or more days of teaching within a single school year.

Union Dues: Deduction of dues for long-term substitute teachers would commence only from the effective date of the School Committee appointment. Dues will be deducted only if the substitute teacher is expected to be employed forty-five (45) or more days beyond the effective date of appointment.

Contractual Rights: Long-term substitutes who are appointed to a position for 136 school days or more during a school year shall enjoy fully paid (less applicable co-pay) health and dental contractual benefits with the exception of re-employment or tenure rights. Additionally, they shall enjoy the contractual benefits detailed below for Bereavement, Sick, and Non-Instructional days. In the event that a long-term substitute in this category fails to fulfill her/his contractual obligation for at least 136 days, he/she shall forfeit paid health insurance benefits and be required to reimburse the District through payroll deduction for any premiums paid on his/her behalf. Long-term substitutes who are appointed for a period of less than 136 school days shall enjoy contractual benefits in accordance with the following limitations:

1. **Bereavement Days:** The long-term substitute teacher is entitled to bereavement days as made available by the LTA contract in Article IX, Section 3, paragraph 1 which is limited exclusively to the long-term substitute teacher's immediate family.
 2. **Sick Days:** Long-term substitute teachers are entitled to 3 sick days for the first 45 days of consecutive employment and 1 sick day for each 15 consecutive days thereafter.
 3. **Paid Non-Instructional Days:** Long-term substitute teachers are entitled to paid non-instructional days for participation in internal activities in the district's noninstructional day activities when those days occur during the substitute's term of employment.
 4. **Fringe Benefits:** Long-term substitute teachers are entitled to participate in Blue Cross Health Mate Coast to Coast or United Health Care HMO individual or family coverage at the substitute's expense. Dental insurance may also be purchased for the individual or the family plan at the substitute's expense.
- c. **Day-to-Day Substitute:** A day-to-day substitute is a Rhode Island Certified Teacher who substitutes for an absent teacher on a day-to-day basis. The day-to-day substitute will execute instructional

activities prepared by the absent teacher, as well as assume any and all supervisory activities normally assigned the absent teacher. The day-to-day substitute will be supervised by the building administrator.

Pay Schedule: A day-to-day substitute will be paid as follows:

1 – 30 days taught in Lincoln:	\$77 per day
In excess of 30 days taught in Lincoln:	\$87per day

Any day-to-day substitute teacher who is employed for more than 135 days during one school year in Lincoln, or in combination in Lincoln and one or more other public school districts in the State of Rhode Island, shall be paid a per diem rate based upon the Base Pay of the then current salary schedule in effect for the Lincoln Teachers' Association for the step equal to the substitute teacher's years of service, experience and training, which shall include only years of teaching at public schools in the State of Rhode Island. Time employed as a day-to-day substitute will not be credited toward tenure, nor will any fringe benefits be provided, other than as may be required by State law. A year of service, experience, and training is considered to be 136 or more days of teaching within a single school year.

The administration may increase the rates of pay in the event that it feels higher rates are necessary to fulfill substitute teacher needs for the district. The administration may subsequently decrease the rates of pay, but not less than the amounts contained herein.

Lincoln Teachers who have retired shall be eligible for substitute teaching as allowed by pension regulation. Compensation for employment in a position, for which the teacher is certified, shall be paid at the rate of one-hundred eighty dollars (\$180) per day.

- d. It shall be the responsibility of a Long-Term Substitute applicant to provide appropriate documentation and sufficient proof of teaching experience. Such information shall be provided on or before the initial interview with the Superintendent or his/her designee(s). Any grievance or action of any type brought against the district for back pay and/or benefits in this regard shall be commenced within three (3) months of the effective date of appointment or such claim shall be wholly lost. The administration shall give notice of this requirement at the time of or before the initial interview with the Superintendent. A copy of the notification signed by the applicant shall be forwarded to the Union.

- e. Substitute coverage shall be provided to replace teachers whenever they are required to attend annual IEP review conferences with parents, or ET, 504, re-evaluation meetings, or to perform testing during instructional or service time where a provision for the testing is not otherwise provided in the teacher's schedule.

Section 4. Teacher Layoffs

a. Layoffs

- i. In any circumstance in which it is necessary to layoff tenured teachers from their employment, the layoffs shall be made in inverse order of the teachers' employment. Layoff notices shall be rescinded, in order of the teachers' employment, and tenured teachers shall return to positions, if and as they become available in the next academic year, that they held at the time the layoff notice was issued, and/or in the area of certification in which they last taught, and/or in any area of certification in which they taught successfully in the past. Where multiple positions are available, the laid off teacher shall be permitted to return to the position they last held if available.
- ii. Section 4 (a)(i) shall not be applied in circumstances in which it is necessary to retain teachers of technical and/or specialized subjects whose places cannot be filled by teachers of earlier appointment.

b. Suspensions

If, in accordance with State law, a suspension of tenured teachers is necessitated by a decrease in enrollment, such suspensions shall be undertaken in accordance with the following:

1. No more than one (1) elementary school teacher shall be suspended for each twenty-seven (27) pupil drop in elementary enrollment;
2. No more than one (1) secondary school teacher shall be suspended for each twenty-seven (27) pupil drop in secondary enrollment.

Section 5. Personnel Files

- a. Each teacher's individual personnel file shall be available for his/her inspection. The teacher shall also be permitted to reproduce at his/her expense material in his/her file, and to insert a statement in response to any item contained therein. Such answer shall become a permanent part of the file. Contents that may be maintained separately and confidentially are confidential recommendations solicited to aid in selecting candidates for employment only.
- b. Any classification changes or anticipated changes for the following school year will be on file as of June 1 of the current school year. Each teacher is responsible for insuring that certification information on file in the Office of the Superintendent is current and correct.
- c. Documents shall be submitted by a teacher for purposes of certification, substantiation of professional development, or course work related to the pursuit of advanced increments and shall be maintained by the administration in the teacher's individual personnel file.

Section 6. Faculty and Department Meetings

- a. The maximum number of faculty meetings shall be one per month, and the length shall be a maximum of one hour. These meetings shall be scheduled during the first week of each month that school is in session, the day to be determined by the administration. The Lincoln Teachers' Association and the Lincoln School Committee recognize that additional meetings may occasionally be required. Said meetings may be called with consent of the LTA President or respective Vice President. Under exigent circumstances, the Superintendent may authorize a Building Level Administrator to call an additional faculty meeting.
- b. The maximum number of department/elementary grade level meetings shall be one per month and the length shall be a maximum of one hour. These meetings shall be scheduled during the second week of each month that school is in session, the day to be determined by the administration.
- c. Voluntary district meetings (e.g., curriculum advisory council, joint committees, curriculum task forces, etc.) will be scheduled for the third week of each month that school is in session.
- d. The Superintendent may call a general faculty meeting at any time during the regular school calendar.

- e. Any of the above meetings will not be called on Saturdays, holidays, vacation weeks, evenings, or on the last school day before a school year vacation.

Section 7. Teacher Summons

- a. Teachers summoned for disciplinary reasons to the office of an administrator shall be given notice and the reason for the summons at least twenty-four (24) hours in advance. The teacher and the administrator may agree to meet sooner if the teacher so desires.
- b. A teacher who is facing possible disciplinary action must be informed of his/her right to be accompanied by a Union official.
- c. Any complaint regarding a teacher made to the administration shall be called to the teacher's attention before any documentation can be placed in the teacher's file. Only substantiated complaints may be placed in personnel files.
- d. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. A teacher may be summoned by an administrator during his/her preparation period or at a mutually convenient time unless such summons is of an emergency nature.

Section 8. Payroll Deductions

- a. The School Department, in compliance with Title 28-9.3-7 of the Rhode Island General Laws as amended, shall deduct an amount equal to 1/21 of the Union's annual dues from each paycheck of all teachers who are members of the bargaining unit and remit the same to the Union Treasurer with each payroll.
- b. The School Department shall deduct the contribution amount to the LTA-RIFT/COPE (Committee on Political Education) Program from each paycheck of those teachers who have given the School Department written authorization, and remit the same to the Union Treasurer with each payroll. The Union Treasurer shall, upon request, be provided with a list of all such teachers.
- c. Payments to the United Way shall be deducted by request in writing.
- d. Payments to the Blackstone River Federal Credit Union shall be deducted as requested in writing.

- e. Payments to authorized "Tax Sheltered Annuity Plans" shall be deducted by written request, as provided by School Committee Regulations, established by the Superintendent's letter dated November 2, 1967 as follows:
1. The Committee agrees to consider the annuity program of any insurance company that has a minimum initial participation of ten (10) employees.
 2. Payroll deductions for annuities shall be made in compliance with applicable state and federal law.
 3. Limitation No. 1 does not apply to new teachers transferring into this school department who have equity in an annuity plan at their previous place of employment. In this instance, they may continue their company affiliation.
 4. Each participating insurance company shall submit a list of personnel and amount of annuity deductions to the Superintendent of Schools and the Town of Lincoln Finance Director in each school year.
 5. Deductions in the same amount shall be made from every payroll based on 26 payrolls per year.
 6. Payments to individual insurance companies by the Town of Lincoln shall be made within one week following each pay period.
 7. All matters of rates, returns, and regulations of individual plans must be between representatives of the various companies and the individual teachers.
- f. Payments to authorized agents providing 124, and any other federally or state-authorized plans shall be made as requested in writing by the teacher.

Section 9. Payroll Distribution

Teachers shall receive their salary in twenty-six (26) equal payments.

ARTICLE IX ABSENCE AND LEAVES OF ABSENCE

Obligations

It is the responsibility of each teacher when calling the office to report absence under Article IX, Sections 1, 2, 3, 4, or Article X, to state the reason under the specific article and section and the number of days the absence is expected to take. All calls from secondary and elementary teachers must be made prior to 6:30 A.M. and 7:15 A.M. respectively, and are further subject to the promulgation of procedures for compliance by the Superintendent of Schools.

After the fifth (5th) consecutive day of illness, the teacher may be required to provide a statement from a duly licensed medical doctor and that statement shall contain verification of the teacher's illness as well as the description of the nature of the illness. If after the five (5) days of illness the teacher has not seen a duly licensed medical doctor, the Superintendent may require the teacher to be examined by a duly licensed medical doctor of the School Department's choice and at the expense of the School Department.

In the keeping of records regarding the aforesaid, the Superintendent or his/her designee may, at his/her discretion, summon any teacher to his/her office to question any alleged or suspected abuses.

Section 1. Absences Due to Personal or Family Illness and Injury

- a. During the 2011/2012 academic year, all professionally certified non-tenured personnel will be provided with seventeen (17) days of sick leave which shall be totally accumulative. Effective as of the 2012/2013 academic year, all professionally certified non-tenured personnel will be provided with sixteen (16) days of sick leave each year which shall be totally accumulative. In addition to the accumulative sick leave, an amount of days equal to accumulative sick leave shall be provided at the beginning of each school year for the purpose of extended illness. For non-tenured teachers hired during the 2011-2012 school year, sick days shall not exceed forty-nine (49) days during the teacher's non-tenured status. For non-tenured teachers hired after the 2011-2012 school year, sick days shall not exceed forty-eight (48) days during the teacher's non-tenured status. Accumulative sick leave shall be carried forward to a teacher's tenured years. In the event that a non-tenured teacher fails to complete a contract year of at least 135 days by reason of resignation or other termination of employment, accumulative sick leave entitlement for that school year shall be pro-rated based upon

the number of paid days of employment, excluding sick leave. For the purpose of family illness, up to thirty (30) days per year may be used. After fourteen (14) days usage, a written request including reasons and documentation must be submitted to the President of the LTA and the Superintendent. A unanimous decision will be needed in determining if the remaining sixteen (16) days may be utilized. Should the pro-rated entitlement and other sick leave under this provision be exceeded, the teacher shall have his/her salary reduced to reflect unpaid leave days.

- b. During the 2011/2012 academic year, all professionally certified tenured personnel will be provided with seventeen (17) days of sick leave which shall be totally accumulative. Effective as of the 2012/2013 academic year, all professional certified tenured personnel will be provided with sixteen (16) days of sick leave, which shall be totally accumulative. Accumulated sick leave days may reach a maximum of no more than two hundred (200) days at the beginning of a school year. In addition to the accumulative sick leave, all tenured teachers shall be eligible to participate in a Personal Illness Sick Leave Bank by contributing one (1) accumulative sick leave days per year. On an annual basis, newly tenured teachers shall be provided the opportunity to elect this option. In the event that a tenured teacher with less than twenty (20) years longevity in Lincoln fails to complete a contract year of less than 135 days by reason of resignation or other termination of employment, accrued sick leave entitlement for that school year shall be pro-rated based upon the number of paid days of employment, excluding sick leave taken. For the purpose of family illness, up to thirty (30) days per year may be used. After fourteen (14) days usage, a written request including reasons and documentation must be submitted to the President of the LTA and the Superintendent. A unanimous decision will be needed in determining if the remaining sixteen (16) days may be utilized. Should the pro-rated entitlement and other accumulative sick leave under this provision be exceeded, the teacher shall have his/her salary reduced to reflect unpaid leave days. Utilization of Personal Illness Sick Leave Bank days under Section 2 paragraph (a) below, provided that the teacher has met eligibility requirements and been granted access to the bank, shall mitigate against loss of salary.

Section 2. Personal Illness Sick Leave Bank

- a. The Personal Illness Sick Leave Bank may be accessed only by those tenured teachers who have enrolled in the Personal Illness Sick Leave Bank through the annual contribution of one (1) accumulative sick day. Any teacher who is enrolled and who has

exhausted his/her accumulated sick leave shall be entitled to access up to three hundred sixty eight (368) lifetime sick days. This total shall be renewable after fifteen (15) years of service in Lincoln. The Personal Illness Sick Leave Bank will be jointly managed by the Administration and the Union. A four-member board consisting of the Superintendent, the Union President, an administrative personnel designee, and the Union Director of Member Benefits shall manage the Bank, maintain its records, and discharge the provisions herein. Teachers who have accessed the Personal Illness Sick Leave Bank shall be provided a statement of lifetime sick days used at the beginning of any school year following utilization. Personal Illness Sick Leave Bank days shall not be pro-rated. All deductions shall be on a one-day basis.

- b. The issue of Personal Illness Sick Leave Bank reform is submitted to the Personal Illness Sick Leave Bank Board for review and submission back to both negotiation groups. The Personal Illness Sick Leave Bank Board will meet to discuss an appropriate application form; definitions of serious, catastrophic, and chronic; an appropriate mission statement; and review the tie breaker provision, if any. All this will be done with the assistance of a health care professional which they shall select. The Personal Illness Sick Leave Bank Board shall report back to the negotiation groups within three (3) months with recommendations for both side's considerations.

Section 3. Bereavement

A teacher may be absent for five (5) school days without loss of pay in the case of death of a father, mother, step-parent, brother, sister, husband, wife, child or step-child, regardless of where the deceased resided, or any other person with whom the teacher may be living; and

FURTHER, such teacher may be absent for three (3) days without loss of pay due to death of his/her own grandparent (one day for grandparent of spouse) who is not residing in the home of the teacher, any in-law, or grandchild; and

FURTHER, one (1) additional school day may be taken without loss of pay to attend the funeral of an aunt, uncle, niece, nephew, first cousin of the teacher and/or spouse.

Section 4. Temporary Leaves of Absence

- a. Teachers shall be granted temporary leave without loss of salary during the school year for each of the following:

1. Any legal proceedings pertaining to the teacher's employment and/or legal proceedings which the teacher is required by law to attend for the full duration of such legal proceedings; provided, however, that any teacher called for Jury Duty shall remit to the Treasurer of the Town of Lincoln those fees (excluding meals and mileage) paid to him/her for such service. Leave under this provision shall not be used for closings or will preparation.
2. One (1) day per semester (half-year) for the purpose of visiting other schools, attending a meeting or conference of an educational nature, such a day to be taken at the teacher's discretion with the approval of the Superintendent or his/her designee. Any teacher to whom such leave has been granted shall file a report of the same at the discretion of the Superintendent or his /her designee. Additional days may be granted with pay with the approval of the Superintendent. Except in administratively directed circumstances, teachers shall not attend more than two out of district conferences per year.
3. One (1) day for the attendance at graduation exercises from a secondary or post-secondary institution for each member of the teacher's immediate family as defined in Section 2 (a) above.
4. One (1) day for receiving a college or graduate degree.
5. Three (3) days leave for religious holidays where the teacher's religion requires him/her to refrain from work.
6. Two (2) days per school year to attend to business of a personal or emergency nature provided that the School Department Leave of Absence Form is submitted to the Superintendent one (1) week in advance or, in the case of an emergency, as soon as possible, and that said form specifies the reason for the requested leave. The second personal day shall be restricted in that it: a) shall not be used in conjunction with a weekend or holiday, and b) shall be limited to business of a personal nature that could not reasonably be accomplished at a time other than contractually scheduled hours. With the exception of circumstances where the use of a personal day is necessitated by an occurrence that is outside of a teacher's control, the use of personal days shall be prohibited on either the first or last day of school.

- b. Additional leave may be granted with pay with the approval of the Superintendent or his/her designee.
- c. Other leaves without pay may be granted by the Superintendent or his/her designee. Any leave of absence approved by the Superintendent or his/her designee, pursuant to (b) and (c) of this Section may not extend beyond a maximum of three (3) consecutive years or five hundred forty (540) school days, whichever is greater.
- d. Serious consideration will be given to individuals that request educational leave to complete degree or certification requirements that can only be accomplished during the school day.

Section 5. Childbirth and Parental Leave

- a. Written notice of pregnancy and expected birth date of the child must be forwarded to the Superintendent or his/her designee as soon as possible after pregnancy has been definitely established.
- b. A pregnant teacher may be employed as long as she and her physician feel she is able to work.
- c. Should the Supreme Court of the United States render a decision affecting pregnancy or childbirth, as it relates to illness, then this section shall be subject to renegotiation, any provision or provisions of this Agreement to the contrary, notwithstanding.
- d. A leave of absence shall be granted to a teacher for up to two full school years upon request for childbirth and subsequent child rearing. The teacher shall not receive any salary during such leave. Hospital and medical payments shall terminate in accordance with FMLA provisions. Upon termination of payment for Hospital and Medical coverage, the teacher may request to remain part of the bargaining unit's group insurance program at personal expense.
- e. An unpaid leave of absence of one school year for the specific purpose of parenting may be granted to a teacher by the Superintendent. Only one such leave can be granted to a teacher, irrespective of the number of children of said teacher. It may not be requested within one (1) year of the teacher's return from the child rearing leave outlined in Article IX, Section 5 (d).
- f. The teacher shall notify the Superintendent or his/her designee no later than March 1st of intention to return to teaching duties the following September. A teacher normally may return to work only at

the beginning of the school year. If the teacher wishes to return to work earlier and there is a vacancy for which he/she is qualified and certified to teach, he/she shall be employed. Seniority rights shall be maintained, as per Article VI, Section 3.

Section 6. Military Leave

- a. Any teacher shall be granted military leave for training periods which are mandatory by military obligation for a period not to exceed fifteen (15) school days per year.
- b. If a teacher is called under emergency circumstances to serve on active military duty for other than training purposes, he/she shall be granted military leave. Said teacher shall be paid the difference between their regular pay and the amount of pay or fees received for these other services for a period not to exceed thirty (30) days. Any teacher involuntarily called to active military duty, shall, upon return, maintain all seniority rights.
- c. Any teacher who enlists or voluntarily extends any active military duty shall be granted leave without pay subject to Article IX, Section 4 (c).

Section 7. Service in Government Agency

- a. Any teacher who joins the Peace Corps or any other educational Federal Government Volunteer Program shall be granted up to two (2) years leave without pay.
- b. Upon return to his/her teaching duties, the teacher shall be placed on the appropriate step in the salary scale as determined by Federal Law. Seniority rights shall be maintained as required by law and as per Article VI, Section 3.

Section 8. Notification of Leave

- a. All notification of extended leaves will be addressed in writing to the Superintendent of Schools or his/her designee by May 1 preceding the school year in which the leave is to be taken.
- b. The Superintendent or his/her designee shall confirm receipt of the notification in writing within ten (10) days thereafter.
- c. This provision may not be expected to apply in the case of extended leaves that are unexpected in nature.

- d. A teacher intending to return from an extended leave of absence must notify the Superintendent thirty (30) calendar days prior to his/her return.
- e. For the purposes of full-year leaves of absences, the teacher shall maintain the right to their specific assignment/position without having to return to work in said year.

Section 9. FMLA

The parties to the Agreement will apply the provisions of the Family Medical Leave Act and any subsequent amendments as may be made by federal legislators and/or regulators from time to time to the extent required by said law. Additionally, the parties will apply the provisions by the Rhode Island Family Medical Leave Act and any subsequent amendments as may be made by state legislators and/or regulators from time to time to the extent required by said law.

ARTICLE X TEACHER PROTECTION

Section 1.

All members of the bargaining unit shall be subject to the provisions of the General Laws of the State of Rhode Island with respect to workers' compensation in the event of work-related injuries.

Section 2. Work Related Injuries

- a. A teacher receiving workers' compensation benefits shall be granted leave with full pay. This full pay shall be reduced by the amount the teacher actually receives as a result of workers' compensation.
- b. For job-connected injuries, teachers will be required to submit a doctor's certificate after three (3) days of consecutive absence. After five (5) days of consecutive absence, the Lincoln School Department may require an examination by a doctor of the Committee's choice.

Section 3. Fair Dismissal Policy

Should Chapter 13 of Title 16 of the General Laws of Rhode Island be amended or repealed, then the due process procedure contained therein shall immediately become part of this Agreement.

**ARTICLE XI
TEXTBOOKS, SUPPLIES, AND MATERIALS**

Section 1.

- a. Teachers and Department Heads will be solicited to submit recommendations for textbooks and library books.
- b. Time shall be allowed during the school day where possible to participate in school curriculum and textbook studies to those teachers who may be designated by the Superintendent or his/her designee.
- c. Teachers, realizing that cuts must be made from time to time in the budgets they submit annually, will be given the opportunity to review with the Building Level Administrator or Department Head, budgetary items which have priority. Therefore, before any item is eliminated from a teacher's budget during the school year, the teacher will be consulted by his/her Building Level Administrator or Department Head, informed of the account to be eliminated, and the teacher will judge which items to cut before materials are ordered.
- d. The administration will make a good faith effort to have all items which have been budgeted and approved prior to June 30th, ordered by the Budget Director no later than July 30th.

Section 2.

A professional collection for reference and circulation shall be provided in each school library.

**ARTICLE XII
WORKING CONDITIONS**

Section 1. School Year

Effective as of the 2012-2013 academic year, the school year shall be one hundred eighty-four (184) days with 182 days for instructional purposes at the Elementary, Middle School and High School levels. Two (2) non-instructional, five (5) hour days will be devoted to professional development. The two (2) non-instructional days shall be for professional development time which relates to the District's strategic plan and/or Rhode Island and/or Federal mandates.

Section 2. Instructional Day

Effective as of the 2012-2013 academic year, the Union acknowledges its obligations to be in attendance at his/her school for six (6) hours and forty (40) minutes in both the elementary and secondary schools except as may be otherwise provided herein and also recognizes the authority of the principal or other building administrator to require such attendance. The ten (10) minute increase to the work day of elementary teachers, from the hours required under the prior contract between the parties, shall be used to increase lunch and recess periods at the elementary schools by five (5) minutes each, which will result in an increase to teachers' common planning time when scheduled.

Section 3. School Calendar

The annual school calendar shall be submitted to the Union President one month prior to its adoption and recommendations shall be submitted in writing prior to the next Committee meeting. Should the recommendations not be followed, the Union shall be provided reasons in writing. If any changes in the adopted school calendar become necessary, they shall be made after consultation with the Union.

Section 4. Additional Contractual Responsibilities

- a. Teachers shall not be required to supervise or attend activities beyond the limit of the school day. However, teachers shall attend an annual parent/teacher conference night to be scheduled by the administration. The conference night will not be more than 2 ½ hours in length. Middle and High School conferences shall be scheduled on different nights than elementary schools. Attendance at these conferences shall be considered an extended portion of the workday and teachers shall not be paid any additional salary. On the day of the Parent/Teacher Conference Night, students at all schools will be dismissed early. Conferences shall be held during this school day and during the two and one-half hours (2 ½) session scheduled that night. Additionally, there will be a scheduled Parent Night/Open House during the school year. Teacher attendance at this Parent Night/Open House is mandatory for the two (2) hour duration..
- b. No teacher shall be required to perform administrative duties.
- c. No Department Head shall be required to perform administrative duties outside of his/her departmental jurisdiction.

Section 5. Class Assignment

No teacher shall be assigned to teach subjects, grades, or classes outside his/her area of certification unless the teacher gives his/her consent in a temporary or emergency situation.

Section 6. Class Interruptions

- a. Classroom interruptions are to be permitted only in the case of emergency. Routine announcements shall be made during the first five (5) minutes and/or last five (5) minutes of the school day. In the case of the senior high school and/or middle school, routine announcements shall be made during the first five (5) minutes and/or during the last five (5) minutes of that period so designated as the home room/attendance period which shall be extended to accommodate the additional interruption.
- b. The P.A. system shall be used at times other than the above only when absolutely necessary, or when the announcement concerns a majority of the school population.
- c. In schools without P.A. systems, classroom interruptions will be kept to a minimum. Normally, notices other than those of immediate importance will be posted.

Section 7. Student Grades

- a. The grade entered into the pupil's record by the teacher represents his/her evaluation judgment. The teacher shall be considered expert in evaluating the work of the student, and his/her integrity in grading the pupil shall be respected; the grade given by the teacher shall not be changed by another person except as follows:
 1. In cases where differences of opinions arise out of the possibility of changing a student's grade, the case will be submitted to a special Grades Committee consisting of the Building Level Administrator, Director of Curriculum, Instruction, Assessment & Professional Development, the teacher involved, and the Chairman of the Union Negotiating Committee.
 2. In the event the problem cannot be resolved by this Committee, the case will be submitted to the Superintendent for a decision. Such decision may be appealed by the teacher to the Committee for a final decision.

3. All LTA members must use district approved electronic grading and communication system effective September 1, 2009. Adequate training and in-service will be provided.
- b. No pre-determined number of pupils to pass or to fail shall be set for the teacher to observe.
- c. If possible, a child who repeats a grade shall not be assigned to the same teacher for a second year.

Section 8. Parent-Teacher Conference

- a. The times for parent-teacher conferences shall be arranged by mutual consent of teacher and Building Level Administrator.
- b. If the teacher or parent requests, he/she may have attendance of a Building Level Administrator, Department Head and/or Counselor at parent-teacher conferences.
- c. No Building Level Administrator or guidance counselor shall have conferences with parents concerning pupil-teacher problems without the teacher being advised of the nature and outcome of the conference.
- d. Teachers will meet with parents, at parents' or teachers' request, at a reasonable time to discuss concerns. The scheduled parent/teacher conference day, referenced in section 4, shall not eliminate the continuing responsibility of teachers to meet with parents when requested by either the parent or teacher.

Section 9. Improvement of Facilities

- a. Each school shall have a neat, well-maintained faculty room with proper lighting and suitable furnishing exclusively for the use of the teachers.
- b. Office machines such as typewriters and duplicating machines, thermal master machines, paper and supplies, shall be made available for teachers' use in their professional duties. Buildings with faculties of fifteen (15) or more shall have at least two of each machine. Administrative and Union representatives will meet annually, prior to budget submission, to review equipment/facilities needs and make recommendations.

- c. Faculty lavatories shall be neat and well-maintained with adequate soap, paper towels, and toilet paper materials.
- d. No teacher shall be assigned to custodial tasks. They shall, however, be expected to keep rooms tidy and free from litter.
- e. When the temperature in a classroom falls below fifty-five (55) degrees because of faulty heating system or other building conditions, students shall be relocated or dismissed. This provision shall not apply to classes where physical exercise is being conducted.
- f. A reasonable effort shall be made to provide adequate and appropriate, exclusive instructional space for Art, Music, Physical Education, AT/Enrichment, Library, and student support personnel.

Section 10. Request to Leave Building

Whenever feasible, a request by a teacher to leave the building shall be honored by the Building Level Administrator.

Section 11. Protective Clothing

Where a hazard exists, protective clothing and/or equipment shall be provided for all teachers and students.

Section 12. Cancellation or Postponement of School

In the event inclement weather necessitates the cancellation or postponement of school, radio/television stations will be notified by the Superintendent or his/her designee prior to 6:00am where possible. Stations carrying school announcements are as follows: WPRI, WJAR, WPRO (AM/FM).

Section 13. Voting Days

If any school is being used for voting during state wide and national elections, all schools shall be closed.

Section 14. Department Heads - Unassigned Periods

Department heads in secondary schools shall have one unassigned period each day for departmental duties. This period is in addition to the preparation period granted to all teachers. Department Heads will be required to be available to meet with the administration up to two (2) hours per month after school and such time will be non-compensable.

These meetings shall not exceed two (2) one-hour meetings or one (1) two-hour meeting per month.

Section 15. Teachers - Preparation Period

- a. Teachers shall have one preparation period per day the length of which shall not be less than forty-five (45) minutes or, should the parties agree, a block of time aggregated to equal two hundred and twenty-five (225) minutes per week. During this time, the teacher shall be unassigned in order that the time may be used for class preparation.
- b. During an early release or weather abbreviated instructional day, preparation time shall be pro-rated. Part-time teachers shall receive preparation time in forty-five (45) minute blocks at the pro-rated frequency unless the Union and School Committee agree to modify the preparation time blocks.
- c. In the event that special education teachers' ability to perform professional duties such as attendance at IEP or parental meetings or delivery of specialized services, such as counseling, then such teachers shall be relieved of supervisory duties during that time, subject to prior approval of the Building Administrator.
- d. Any secondary teacher who is not represented by a Department Chairman shall be afforded two periods in lieu of supervisory duties per week based on a five (5) day week, or pro-rated, in order to complete any duties and/or responsibilities which may occur as a result of their lack of representation.

Section 16. Teacher Coverage

- a. It is the policy of the Committee that substitutes shall be provided in cases of teacher absence from class.
- b. In the event that it becomes necessary for a teacher to cover a class, the following shall be observed:
 1. During the first week of school in September, the Building Level Administrator of each school shall establish an alphabetical roster of teachers who volunteer to substitute for an absent teacher. In an extreme circumstance, the administrator may ask a teacher to cover for an absent teacher.

2. All teachers listed on the roster of volunteer substitute teachers shall be obligated to accept assignments of the Building Level Administrator during the school year.
3. All assignments from the rosters of volunteer substitute teachers shall be on a rotating basis by alphabetical order.
4. Any teacher who is called upon to substitute shall be paid at the rate of forty-four dollars (\$44) per classroom coverage.
5. If a teacher is absent in an elementary school and no per diem substitute is available, the absent teacher's class shall be distributed among the teachers in the school for the instructional day. The Committee shall pay the teachers who cover the absent teacher's class at the per diem substitute rate with each teacher covering receiving a fractional share in proportion to the number of pupils added to his/her class.
6.
 - a. Teachers shall be eligible to volunteer for class coverage only during their regular daily preparation period.
 - b.(1) At the secondary level, a daily teaching assignment may be replaced with class coverage not more than seven (7) times during a school year without compensation. If the teacher is reassigned to classroom coverage from a duty more than seven (7) times, he or she shall be compensated in accordance with the provisions from Part 4 above.
 - b.(2) At the elementary level, an unassigned duty period may be used for duty coverage not more than seven (7) times during a school year without compensation. If the teacher is reassigned to classroom coverage from a duty more than seven (7) times, he or she shall be compensated in accordance with the provisions from Part 4 above.
 - b.(3) If a teacher is administratively required to lose a preparation period, the administration may replace same with a preparation period that day without additional compensation.
7. Any teacher whose regularly scheduled daily preparation period is lost as a result of administratively directed professional responsibility shall be compensated in accordance with the provisions of Section 16 b (4) above.

8. In the event that a teaching partner is absent from an integrated program or from a team teaching class assignment, the administrator will prioritize substitute coverage for said teacher.
 9. All salary paid for coverage of an absent teacher shall be payable within two (2) pay periods subsequent to such coverage.
- c. In the event that a teacher's emergent absence requires coverage at the beginning or during the school day, the teacher shall have the following options:
1. To arrange for coverage needs with a colleague(s) as a professional courtesy without charge to the District. The Building Administrator must approve such arranged coverages.
 2. To have deducted from his/her salary the cost of said coverage(s).
 3. To have deducted in one-half increments of appropriate leave from his/her contractual personal leave or (family) illness leave time, if such leave time remains available to the employee.
 4. If the teacher does not have applicable leave time available, he/she shall be limited to options 1 or 2 above.

Section 17. Duty-Free Lunch

- a. All teachers shall have a duty-free lunch period equal in duration to that of the students regardless of weather.
- b. All parties acknowledge that the teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. As such, elementary regular and special education teachers shall be required to perform only one (1) duty per week during lunch and/or recess time. Elementary art teachers, elementary music teachers, elementary physical education teachers and elementary librarians shall be required to perform only two (2) duties per week during lunch and/or recess time. All elementary teachers shall use this time to engage in common planning time which may include, but is not limited to, preparation for instruction, engaging in case management activities, consultation, and/or engaging in other activities related to instruction as determined by the teachers with feedback from administrators. Whereas, elementary regular and special education teachers shall have three (3) periods per week for such activities, elementary librarians, elementary physical education teachers,

elementary art teachers and elementary music teachers shall have two (2) periods per week for such activities. One (1) duty period per week will continue to be unassigned. A rotating list will be utilized to cover duties in the event of a need for supervision where no substitute is available.

Section 18. Telephones

In all school buildings, while teachers are at work, during, before and after the regular school day, there shall be accessible to the teachers a telephone for receipt of incoming calls.

Section 19. Teacher Evaluation

The parties acknowledge that they will implement the Rhode Island Model Teacher Evaluation System. A joint committee shall be established consisting of an equal number of members of the administration and teachers selected by the Union to oversee the implementation of the model. This joint committee has been established and shall remain as a standing committee for the duration of this agreement for the purpose of oversight, further development, and implementation of the evaluation system and process. The parties acknowledge that evaluations conducted during the 2011-2012 academic year shall be used for development purposes only.

Section 20. Lesson Plans

- a. Teachers are responsible for long-range and daily planning of lessons.
- b. Teachers shall be responsible for making a copy of the "Teacher Program" and schedule available for substitute teachers' use. Additionally, teachers shall provide appropriate assignment(s) and/or instructional activities in the event of their absence.
- c. Plan books shall be required of all non-tenured teachers and shall be used at the discretion of tenured teachers.

Section 21. Job Sharing

- a. General Provisions
 1. In the event that two employees wish to share one of their positions, they must submit a joint written request explaining their proposal to the Superintendent of Schools not later than

May 1, preceding the school year for which they wish to job share.

2. The Superintendent, or designee, will meet with the teachers proposing the request to determine the working hours, teaching schedule, and the re-entry method being requested. The Superintendent will then make recommendations to the School Committee for its consideration for approval.

b. Requirements

1. The Union will be notified of any such positions.
2. The granting of any job sharing request is at the sole discretion of the School Committee.
3. Preparation time and non-teaching duties will be assigned to the shared position in relation to other staff members in the building. However, the scheduling of said preparation time and non-teaching duties between the job sharing teachers is at the discretion of the Building Administrator.
4. While both teachers are responsible for the information discussed at staff meetings, only one teacher need attend the meeting.
5. Both teachers will attend the full professional development day activities.

c. Financial Considerations

1. Both teachers' salaries will be prorated based on the percentage of the teaching schedule which the teacher shares.
2. The cost for fringe benefits, personal day, sick days, or any other leaves will not exceed what it would have cost for said items for the most senior teacher of the job sharing teachers in a full-time position.
3. The allocation of fringe benefits will be prorated based on the percentage of the teaching schedule of which the teacher shares.

- d. Teachers who are in an approved Job Share status may bid on a position at the Job Fair with the more senior teacher as bidder. It is understood that both teachers will move to the new position under

the condition stipulated in the approved Job Share proposal, conditional upon subsequent approval by the School Committee in accordance with Section 21(b) 2 above.

- e. The LTA agrees that failure to abide by a job share agreement will result forfeiture of the violating member's right to participate in future job sharing opportunities.

Section 22. Secondary Schedule

Secondary school teachers shall teach no more than five (5) subject matter classes per day. In the event that the Committee implements a seven (7) period class schedule, teachers shall perform a supervisory duty which shall not require additional preparation or record keeping beyond the taking of attendance. The assigned supervisory duty shall be determined by the Building Level Administrator or his/her designee.

Nothing in this clause shall be utilized to effectuate layoffs or suspension nor to require the Committee to introduce new courses or to hire additional teachers except as otherwise contained in the Collective Bargaining Agreement.

Section 23. Professional Development

The Parties agree to the following professional development plan:

- A. One (1) professional development day shall be scheduled in each school year. This day will be utilized for Professional Development activities and each teacher will be compensated \$200 per day.
- B. 1. The parties to the Collective Bargaining Agreement shall establish a standing Joint Committee consisting of three representatives from the administration and three representatives of the Union. The purpose of this Professional Issues Committee is to identify and make recommendations to the Union and administration relative to professional development needs that address federal and state mandates and the District Strategic Plan. Oversight of the Mentor Program shall be one of the responsibilities of this committee. The budget for the Mentoring Program shall be submitted to the Assistant Superintendent and approved on an annual basis and shall not exceed \$35,000.
- 2. In the event the entire \$35,000 is not needed to fund the Mentor program, any excess funds will revert to Director of Curriculum, Instruction, Assessment & Professional Development's budget

for Professional Development. Union representatives on Professional Issues Committee shall each be paid \$500 from this fund and included in this budget.

3. The money used for the Mentoring Program will fund two (2) phases as follows: Phase I - \$750; Phase II - \$500; the third phase of the Mentor Program will be incorporated into the District's Professional issues Committee's responsibilities. Mentors who accept a second mentee, in any phase, shall be compensated at the rate of 1.5 of the stipend for that phase. The program will integrate district initiatives and the indoctrination of new teachers.
 4. Unless exempted by the Committee, all teachers newly appointed to a permanent vacancy shall be required to participate in the Mentoring Program.
 5. Assignment of mentors shall be mutually agreed upon by the Union and Administration. If agreement cannot be reached, the Superintendent shall make a final selection.
- C. Lincoln Public Schools shall use the following systemic K – 12 curriculum development process to engage teachers, to build capacity, to provide professional development, and to ensure consistency, continuity, and resources.
1. Each content area (ELA, mathematics, music, etc.) shall be part of the district-five year curriculum development cycle that includes:
 - Year 1 – Research
 - Years 2 and 3 – Writing
 - Year 4 – Implementation
 - Year 5 – Evaluation
 2. Curriculum for each content area shall be developed as a complete K – 12 document with standards and benchmarks, research-based best practice instruction and assessment, and goals of the district strategic plan.
 3. During Year 1 of curriculum development for a content area, teachers will be invited to participate on a Task Force (e.g. K – 12 Mathematics Task Force) consisting of grade level representatives from each school. The Task Force may include an administrator, parent, special education teacher, cross content area teacher (e.g., math teacher on science task force), and student.

4. The goals of the Task Force are to examine the research and data, map current curriculum, develop a mission statement and philosophy, and select piloting materials based on established and accepted criteria.
5. The Task Force will meet once monthly during the school year for one hour and teachers will receive PDCs. If additional time is needed beyond the allotted time, teachers will be compensated at the contractual hourly rate (Article 13 Section 4 (a)).
6. In art, library, music, PE, and reading, Task Force meetings may be in lieu of a monthly department meeting and/or PDCs.
7. During Year 1, approximately three teachers (at least two from the Task Force) will meet with the Director of Curriculum, Instruction, Assessment & Professional Development, for several school days to write the "exemplar" or one grade/course curriculum document. This exemplar will be reviewed by the Curriculum Advisory Council and pending approval will be used for all summer curriculum work.
8. The summer following the first year, Task Force members and grade level teachers (approximately three-four for each grade) will be invited to work as a team, use the exemplar, and write grade level curriculum. This work will take approximately three to five consecutive days for each grade and teachers will be compensated at the contractual hourly rate (Article 13 Section 4 (b)).
9. Teachers who accept the invitation to participate on the Task Force or curriculum writing committee will satisfy one of the professional development goals as outlined in the teacher evaluation.
10. Textbook pilot programs (selected by the Task Force) will be equitably distributed to each school during Year 2. Piloting is voluntary and teachers will receive PDCs to participate and to attend after school meetings and professional development, not to exceed one per month. Should the professional development extend beyond the allotted time, teachers will be compensated based on the contractual hourly rate (Article 13 Section 4 (a)).
11. During Year 2, draft copies of the curriculum will be disseminated to all teachers for input and recommendations. The Task Force

will review recommendations and piloting materials and meet only as needed.

12. If necessary, during the summer following Year 2, selected teachers will be invited to complete K-12 documents. Compensation is based on the contractual hourly rate.
 13. Completed K-12 standards-based curriculum will be reviewed and endorsed by the Curriculum Advisory Council and presented to the School Committee for approval no later than the end of Year 3 of the cycle.
 14. Provide professional development prior to Year 4.
 15. Implement the new curriculum, resources, and provide additional professional development as necessary during Year 4.
 16. Evaluate curriculum, resources, and professional development during Year 5.
- D. Lincoln School Department (LSD) and the Lincoln Teachers' Association (LTA) believe in the value and importance of professional growth and development for teachers as essential in helping students achieve high standards. The LSD and the LTA recognize the National Board for Professional Teaching Standards certification process as a highly effective means for teachers to engage in this essential professional development.
1. The District and Association will encourage teachers to voluntarily undertake the assessment process to become National Board Certified teachers.
 2. The District will pay the application fee for up to five (5) teachers as selected by the advisory board process, to undertake the National Board Certification process each year. Teachers who have completed the Board Certification process, will be expected to work the following two (2) years in the district. Failure to do so will require the teacher to reimburse the district the application fee. If a teacher withdraws from the process or discontinues his/her efforts to complete the process, he/she shall be required to return to the district any and all application fees the district has paid on his/her behalf prior to the 26th pay period of the same school year.

3. Teachers who complete the process, but who do not achieve certification, shall be responsible for any National Board Certification application fee in future years.
4. The District will assist and support the efforts of National Board Certification candidates using restricted professional development sources by providing up to three (3) professional development days, and supportive, loaned materials and equipment such as video cameras, editing equipment and computers, that the district owns. Professional development leave shall be used exclusively for activities related to the National Board certification assessment process.
5. The stipend for acquiring National Board Certification is \$4,500. The teacher shall begin receiving compensation at his/her new level in accordance with the present policy for increment compensation, effective the September following receipt of the certification.
6. It is important that Board Certified teachers continue to work with the students of Lincoln in the classroom; however, the District, Professional Issues Committee, and the Union will explore other possible roles that Board-certified teachers may play in the improvement of education provided for Lincoln's students at no additional stipend. Such duties shall be approved by the Professional Issues Committee. A majority decision shall be binding, not grievable. If a majority decision is not reached, the Superintendent shall make a decision, which shall be grievable, based on recommendations from the Committee.
7. For professional personnel not eligible for National Board Certification and for whom other national certification is available, possession of the certificate shall be compensated at the rate of fifty (50%) percent of National Board Certification, effective the September following receipt of the certification by the Personnel Coordinator.
8. As a condition precedent to the granting of assistance and support under this section, the teacher must agree to continue teaching in the district for two years after he/she attains certification. If the teacher fails to teach for said period, he/she shall reimburse Lincoln for all expenditures made by the District relative to this section. The stipend shall be pro-rated based on number of school days worked.

Section 24. Building Access

Teachers shall have reasonable access to their classrooms after school hours and during the summer months.

Section 25. Teaching Schedule Augmentation

A teacher may voluntarily augment his/her teaching schedule based on seniority rotation, provided that the augmentation does not result in a reduction of any existing teacher schedules. In the event that this opportunity arises, each tenured member of the department in which the additional class occurs shall be offered the opportunity to accept the schedule augmentation. The additional class shall be given to the most senior teacher who accepts the opportunity; no teacher may take advantage of this opportunity consecutively unless there is no other member of the department who is eligible and willing to accept the additional class.

ARTICLE XIII SALARY AND FRINGE BENEFITS

Section 1. Salary Scale

- a. The salaries of all persons covered by this contract are set forth in the Appendix which is attached and made part of this Agreement.
- b. Each teacher shall receive his/her salary in 26 equal bi-weekly installments September - August according to the provisions of Article VIII, Section 9. All Union related deductions for which the School Department generally makes payment between September and June shall be deducted on a 21-pay basis. Not included in these deductions would be personal savings and annuities. The first installment will be paid on the first Thursday school is in session.

Section 2. Experience and Increments

- a. (1) Teachers who have completed all of the requirements of an advanced degree and who will not officially receive the degree until the following June, shall, upon presentation of an official statement from the appropriate college officer, be eligible to receive the increment for the degree beginning the following September.

(2) Teachers who attain National Board certification status shall receive the stipend increase commencing the September following receipt of certification.

- b. (1) Teachers who have completed all of the requirements of an advanced credit increment shall, upon presentation of an official statement from the appropriate college officer, be eligible to receive the increment beginning the following September.

(2) Notification of anticipated completion of requirements which merit a salary lane change and/or National Board Certification stipend shall be submitted by December 1 to the office of the Personnel Coordinator. Documentation supporting the salary lane change and/or National Board Certification stipend shall be submitted by August 1. Failure to notify the office of the Personnel Coordinator by December 1st shall result in the forfeiture of the additional increment for the ensuing school year.
- c. Teachers shall receive credit for step placement on the salary schedule only for public school teaching experience.

c. For the purpose of placement on the salary schedule as specified in the Article XIII and Appendix A of the Agreement, the term "credit" shall be defined to include CEUs (Continuing Education Units)/PDCs (Professional Development Credits), as accepted by the RI Department of Education for purposes of certification. Teachers who receive credits for staff development or programs which are provided by the school district shall have the option of receiving the contractual stipend or applying the credit(s) toward salary schedule placement. Teachers who elect to receive the stipend may not apply the CEUs/PDCs toward placement on the salary schedule.

Section 3. Insurance Coverage

- a. Medical Coverage -- The following plans of health insurance:
 - 1. Rhode Island Classic Blue
Organ Transplant Rider
a. See Attached Appendix C
 - 2. Rhode Island HealthMate Coast to Coast
a. See Attached Appendix D
 - 3. United Health

To the extent the insurer makes the same available to the District as a standard plan of health insurance and to the extent said plans are amended from time to time by the insurer.

- b. Student Coverage -- Unmarried children remain covered by family membership until first of year following 19th birthday. Upon application through School Department office full-time students in a recognized course of study or training remain covered until the first of the year following their 25th birthday.
- c. For the 2011-2012 and 2012-2013 school years, teachers shall pay a 15% co-payment of all healthcare benefit premiums through payroll deduction. For the 2013-2014 school year, teachers shall pay a 16% co-payment of all healthcare benefit premiums through payroll deduction. Delta Dental co-pay shall remain at 10% for the 2011-2012 school year. For the 2012-2013 school year, teachers shall pay a co-payment of benefit premiums for Delta Dental of 15% through payroll deduction. For the 2013-2014 school year, teachers shall pay a co-payment of benefit premiums for Delta Dental of 16% through payroll deduction.
- d. Employees who choose Rhode Island Classic Blue Coverage under this agreement shall pay the difference in coverage costs between Rhode Island Classic Blue Coverage and Rhode Island HealthMate Coast to Coast through payroll deduction.
- e. Dental Coverage -- The Committee shall provide for the Delta Dental Plan:
 - Level III -- Individual Membership
 - Level IV -- Family Membership
- f. A teacher may elect to withhold health benefit co-payments in compliance with IRS Code Section 125. A Flexible Spending Account which is in compliance with IRS Code Section 125 will be made available to all members of the bargaining unit.
- g. The Administration may offer a voluntary health savings account as a health insurance plan. Participation in said plan shall be optional and offered to each employee.
- h. Any teacher who elects not to participate in the Healthcare plans assumed by the School Committee may instead receive a regular payment of two thousand, three hundred (\$2,300) annually. Written notice of intent to exercise this provision shall be sent to the Budget Director no later than August 1st.

Any teacher who elects not to participate in the Dental Coverage plan assumed by the School Committee shall receive \$298.11 annually. Written notice of intent to exercise this provision shall be sent to the Budget Director no later than August 1st.

- i. Life Insurance -- The Committee shall provide and assume all premium expenses for a group term life insurance policy for each member of the bargaining unit -- Family Policy:

\$50,000	Individual
\$ 6,000	Spouse
\$ 3,000	Each child over 6 months and less than 19 years
\$ 300	Each child under 6 months

For teachers who have completed ten (10) years of teaching experience in Lincoln;

\$100,000	Individual
\$ 6,000	Spouse
\$ 3,000	Each child over 6 months and less than 19 years
\$ 300	Each child under 6 months

- j. Group Prepaid Legal Insurance -- The Committee shall provide and assume to the extent previously provided the premium expense, less a twenty-six (\$26.00) co-payment due from the Teacher, effective July 1, 2008 for the legal insurance policy offered by Prepaid Legal Services Corporation of Rhode Island as underwritten by the ARAG Group. The co-payment shall be paid through payroll deduction.
- k. Any teacher who elects not to participate in the prepaid Legal Insurance Plan may instead receive a regular payment equal to one half ($\frac{1}{2}$) of the premium that would have been paid by the School Department. Written notice of intent to exercise this provision shall be sent to the Budget Director no later than August 1st.
- l. The parties agree to explore ways by which employee use of generic level drugs may be increased and second tier level drugs may be decreased under Preferred Rx -- Option 2.
- m. In the event a bargaining unit member switches from a more expensive health plan to a less expensive plan during the term of this agreement, said member shall receive a one-time payment of $\frac{1}{2}$ of the annual savings to the District for that switch. However, this provision shall not limit the parties from negotiating additional benefit levels in future years.

Section 4. Additional Work

- a. Any teacher who is separately employed in addition to the contractual time shall be paid at the minimum rate of forty-four dollars

(\$44). Additionally, any teacher who is separately employed to teach as a tutor shall be paid thirty-five dollars (\$35) per hour.

- b. Teachers who are employed to develop curriculum, or who are engaged in professional development related to curriculum during the summer, shall be paid at the rate of \$35 per hour. Summer work sessions shall be a minimum of four (4) hours each.
- c. Notwithstanding any other provision of this agreement, the Administration may fill positions for athletic coaching (including assistant coaching positions) from either the Bargaining Unit or from outside the Bargaining Unit, based upon the highest and best qualified individual for said position. Qualifications shall be issued and listed at the time of posting and/or advertising the position by the Athletic Director.

All qualifications, including but not limited to appropriate coaching certification, being equal, a preference shall be given to teachers in the Lincoln School System. If two teachers in the Lincoln School System have equal qualifications, then the selection shall be based upon seniority. The Athletic Director shall consider prior years' evaluations in the same or similar positions as one of the determining factors in the selection. If the current coach has a satisfactory evaluation and desires to reapply for said position, he/she shall be given priority over other applicants. All coach selections shall be effective for a period of one school year.

Each year, the Athletic Director shall perform a written evaluation (to be approved by Administration and Union) of the coaches. A copy of said evaluation shall be given to the coach and a copy retained in the individual's personnel file.

Section 5. Summer Teaching

- a. Any teacher who is employed in an ESY (Extended School Year) program shall be compensated:
 - 1. For the secondary program (4.5 hours, 24 days) - \$4,752
 - 2. For the elementary program (3 hours, 24 days) - \$3,168.
- b. Any teacher who is employed to teach the Summer School Program shall be compensated at \$2,000. The compensation shall be prorated based upon actual attendance.
- c. Any teacher who is employed through Student Services shall be compensated at the hourly rate of \$44.

- d. Any teacher who is employed in addition to the contractual time for after school instruction shall be compensated at the hourly rate of \$44.
- e. In no instance shall a teacher be paid less than the contractual rate provided by Section 4 above.
- f. Any positions of Coordinator which are established in conjunction with any Summer programs shall be offered first to members of the Bargaining Unit, as provided in Article VI of this Agreement.
- g. The stipend for Coordinators for the ESY and Summer School programs shall be \$5,280 and \$4,620 respectively.

Section 6. Retirement Benefits

- a. Any teacher retiring after twenty (20) or more years of teaching in the Town of Lincoln who has not yet attained the age of sixty-five (65) and who has no access to comparable, fully paid medical insurance coverage, shall be eligible at any time to continue his/her current plan as follows:

Individual HealthMate Coast to Coast coverage will be fully paid by the Committee, or Family Plan HealthMate Coast to Coast coverage will be paid by the Committee up to a maximum contribution of 5% of the 10th step salary amount on the Basic Salary Schedule.

Additionally, any teacher retiring after fifteen (15) years of teaching service in the Town of Lincoln who has not yet attained the age of sixty-five (65) and who has no access to comparable insurance at an equal or lesser cost to the teacher, shall receive Individual Blue Cross Healthmate Coast-to-Coast at a fifty percent (50%) co-pay rate. This co-pay rate shall be reduced by ten percent (10%) for each additional year of service.

In the event that a teacher who is eligible for benefits under this provision chooses to retire after December 1, but prior to the 135th day of the school year, all health and insurance benefits covered at the time of separation from employment shall be continued through the month following the month of retirement as defined in paragraph (d.) of this section.

In no event shall the District be required to provide such coverage after any individual has attained the age of 65.

- b. Effective September 1, 2008, new retirees utilizing this benefit, shall be enrolled in the Rhode Island HealthMate Coast to Coast program. No alternative plans will be offered to retirees.
- c. A retirement bonus will be paid to teachers who have fifteen (15) years longevity in the Lincoln School Department. The retiree shall be entitled to forty dollars (\$40) per day for up to two hundred (200) days of unused, accumulated sick leave. The rate per day shall double to eighty dollars (\$80) for no more than sixteen (16) unused days accrued during the final year of employment. In no event shall a teacher be paid for more than 200 days.

In the event that a teacher fails to complete his/her final contract year as a result of retirement, effective before the 135th day of the school year, any unused accumulative sick days from the final year of employment shall be paid at the same rate as unused accumulative sick days from prior years. (The single day and not double rate normally applicable to the last year's pay for unused sick days will be used.)

Confirmation of intended retirement shall be made on or before December 1st of the school year in which the bonus is paid. In cases of manifest hardship, the Lincoln School Department may accept confirmation of intended retirement before the end of the current year.

- d. For the purpose of this section, retirement shall mean:
 - 1. Immediate eligibility for receipt of retirement benefits as determined by the RI State Retirement Board based upon years of service and/or age; and
 - 2. Completion of the application process and in receipt of or awaiting initial receipt of retirement benefits.
- e. Retired teachers shall not be entitled to any unused benefits.
- f. Retired teachers shall not be entitled to the buyout of insurance provisions contained in this contract.

**ARTICLE XIV
CONFORMITY TO LAW AND SAVINGS CLAUSE**

Section 1.

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a Court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a Court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

Section 2.

There will be no waiver or modifications of any of the agreements, terms or provisions contained in this Agreement by any teacher with the Committee.

Section 3.

The terms and conditions of this Agreement shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

**ARTICLE XV
AVAILABILITY OF CONTRACT**

Section 1.

The Committee and the Union agree to share equally the cost of printing this Agreement in booklet form and the Union agrees to bear the cost of distributing a copy of this Agreement to each teacher presently employed by the Committee and to each new teacher hired by the Committee.

Section 2.

The Committee and the Union agree to engage a Union printing shop chosen by the Union to print this Agreement.

**ARTICLE XVI
NEGOTIATIONS CLAUSE**

A committee shall be established consisting of three (3) members of the union and three (3) members from administration to incorporate all

memoranda of agreement to the extent applicable, previously agreed to by the parties into the Agreement. The Committee shall meet to discuss the specific inclusions into the Agreement. The Committee shall report on its recommendations to the Union and the School Committee for consideration on or before October 10, 2012.

ARTICLE XVII DURATION

This agreement shall be binding and effective as of the first day of September, 2011 and shall continue in force and effect through August 31, 2014.

The parties agree that the existing provisions of the Agreement shall remain in full force and effect until changed by the parties as a result of negotiations under law and/or the result of a binding arbitration decision.

With the understanding that there is no contract unless all provisions of the contract are agreed upon, and with the paragraph above ensuring that a full contract will always be in effect thus satisfying the Union policy of not working without a contract, the parties agree to the following: that for the duration of this Agreement, the Committee agrees not to lock out any of its employees, and the Union agrees not to strike.

APPENDIX A

Section 1. Salary Schedule

Lincoln Public Schools
 2011-2012 Salary Schedule
 Contractual Year: 184 days Secondary/182 days elementary
 Instructional Days: 182 Secondary/180 days elementary
 Orientation Day: One (1) @ \$200 per diem
 Professional Day: One (1) @ \$200 per diem
 Increase on 2010-2011 Base: 0% - No RAISE

BA+30: (Steps 1-4)	\$ 1,748
BA+30: (Steps 5-9)	\$ 1,781
BA+30: (Step 10)	\$ 2,335
BA+45: (Step 10 only)	\$ 2,989
BA+60: (Step 10 only)	\$ 3,346
MA: (Steps 1-4)	\$ 3,557
MA: (Steps 5-9)	\$ 3,827
MA: (Step 10)	\$ 3,700
MA+30: (Steps 1-4)	\$ 5,678
MA+30: (Steps 5-9)	\$ 5,791
MA+30: (Step 10)	\$ 6,905
MA+45: (Step 10 only)	\$ 6,541
MA+60: (Step 10 only)	\$ 6,920
CAGS: (Steps 1-4)	\$ 6,115
CAGS: (Steps 5-9)	\$ 6,235
CAGS: (Step 10)	\$ 6,978
Ph.D.: (Steps 1-4)	\$ 8,209
Ph.D.: (Steps 5-9)	\$ 8,371
Ph.D.: (Step 10)	\$ 8,538

Step	Base	BA+30	BA + 45	BA + 60	MA	MA+30	MA + 45	MA + 60	CAGS	Ph.D., Ed.D., CAGS + 30
1	\$ 40,385	\$ 42,133			\$ 43,942	\$ 46,063			\$ 46,500	\$ 48,594
2	\$ 42,843	\$ 44,591			\$ 46,400	\$ 48,521			\$ 48,958	\$ 51,052
3	\$ 45,857	\$ 47,605			\$ 48,414	\$ 51,536			\$ 51,972	\$ 54,066
4	\$ 48,353	\$ 50,101			\$ 51,910	\$ 54,031			\$ 54,468	\$ 56,582
5	\$ 52,194	\$ 53,975			\$ 55,822	\$ 57,985			\$ 58,429	\$ 60,585
6	\$ 55,087	\$ 56,868			\$ 58,714	\$ 60,878			\$ 61,322	\$ 63,458
7	\$ 58,373	\$ 60,154			\$ 62,000	\$ 64,164			\$ 64,608	\$ 66,744
8	\$ 61,757	\$ 63,539			\$ 65,365	\$ 67,549			\$ 67,992	\$ 70,128
9	\$ 65,191	\$ 66,972			\$ 68,819	\$ 70,962			\$ 71,426	\$ 73,562
10	\$ 75,249	\$ 77,564	\$ 76,218	\$ 78,595	\$ 78,948	\$ 81,154	\$ 81,789	\$ 82,168	\$ 82,227	\$ 83,784

* BA+60 lane shall only be applied to employees hired prior to September 1, 2005

Lincoln Public Schools
 2012-13 Salary Schedule
 Contractual Year: 184 days Secondary
 Instructional Days: 182
 Orientation Day: One (1) @ \$200 per diem
 Professional Day: One (1) @ \$200 per diem
 Increase on 2011-12 Base: 0% Steps 1-4; 0% Steps 5-9; 2% Step 10
 BA+30: \$1,748 (Steps 1-4); \$1,781 (Steps 5-9); \$2,382 (Step 10)
 BA+45 \$3,028 (Step 10 only)
 BA+60: \$3,413 (Step 10 only)
 MA: \$3,657 (Steps 1-4); \$3,627 (Steps 6-9); \$3,774 (Step 10)
 MA + 30: \$5,678 (Steps 1-4); \$5,791 (Steps 5-9); \$6,023 (Step 10)
 MA + 45: \$6,672 (Step 10 only)
 MA+60: \$7,058 (Step 10 only)
 CAGS: \$6,115 (Steps 1-4); \$6,235 (Steps 5-9) \$7,118 (Step 10)
 Ph.D.: \$8,209 (Steps 1-4); \$ 8,371 (Steps 5-9); \$8,797 (Step 10);

Step	Base	BA+30	BA+45	BA +60	MA	MA+30	MA+45	MA +60	CAGS	Ph.D., Ed.D., CAGS + 30
1	\$ 40,385	\$42,133			\$ 43,942	\$ 46,063			\$ 48,500	\$ 48,594
2	\$ 42,843	\$44,591			\$ 46,400	\$ 48,521			\$ 48,958	\$ 51,052
3	\$ 45,857	\$47,005			\$ 49,414	\$ 51,535			\$ 51,972	\$ 54,066
4	\$ 48,353	\$50,101			\$ 51,910	\$ 54,031			\$ 54,486	\$ 56,562
5	\$ 52,194	\$53,975			\$ 55,822	\$ 57,985			\$ 58,429	\$ 60,585
6	\$ 55,067	\$56,898			\$ 58,714	\$ 60,878			\$ 61,322	\$ 63,458
7	\$ 58,373	\$60,154			\$ 62,000	\$ 64,164			\$ 64,808	\$ 66,744
8	\$ 61,757	\$63,539			\$ 65,385	\$ 67,549			\$ 67,992	\$ 70,128
9	\$ 65,191	\$66,972			\$ 68,819	\$ 70,982			\$ 71,426	\$ 73,562
10	\$ 76,754	\$79,136	\$ 79,762	\$80,167	\$ 80,827	\$ 82,777	\$ 83,426	\$83,811	\$ 83,872	\$ 85,480

Lincoln Public Schools
 2013-14 Salary Schedule
 Contractual Year: 184 days Secondary
 Instructional Days: 182
 Orientation Day: One (1) @ \$200 per diem
 Professional Day: One (1) @ \$200 per diem
 Increase on 2012-13 Base: 0% Steps 1-4; 0% Steps 5-9; 2% Step 10
 BA+30: \$1,748 (Steps 1-4); \$1,781 (Steps 5-9); \$2,430 (Step 10)
 BA+45 \$3,089 (Step 10 only)
 BA+60: \$3,481 (Step 10 only)
 MA: \$3,557 (Steps 1-4); \$3,627 (Steps 5-9); \$3,849 (Step 10)
 MA + 30: \$5,678 (Steps 1-4); \$5,791 (Steps 5-9); \$6,143 (Step 10)
 MA + 45: \$6,805 (Step 10 only)
 MA+60: \$7,199 (Step 10 only)
 CAGS: \$8,116 (Steps 1-4); \$8,235 (Steps 5-9) \$7,260 (Step 10)
 Ph.D.: \$8,209 (Steps 1-4); \$ 8,371 (Steps 5-9); \$8,881 (Step 10);

Step	Base	BA+30	BA+45	BA+60	MA	MA+30	MA+45	MA+60	CAGS	Ph.D., Ed.D., CAGS + 30
1	\$ 40,385	\$42,133			\$ 43,942	\$ 46,063			\$ 48,500	\$ 48,594
2	\$ 42,843	\$44,591			\$ 46,400	\$ 48,521			\$ 48,958	\$ 51,052
3	\$ 45,857	\$47,606			\$ 49,414	\$ 51,536			\$ 51,972	\$ 54,066
4	\$ 48,353	\$50,101			\$ 51,910	\$ 54,031			\$ 54,468	\$ 56,562
5	\$ 52,194	\$53,975			\$ 55,622	\$ 57,985			\$ 58,429	\$ 60,565
6	\$ 55,087	\$56,868			\$ 58,714	\$ 60,878			\$ 61,322	\$ 63,458
7	\$ 58,373	\$60,154			\$ 62,000	\$ 64,164			\$ 64,608	\$ 66,744
8	\$ 61,757	\$63,639			\$ 65,385	\$ 67,549			\$ 67,992	\$ 70,128
9	\$ 65,191	\$68,972			\$ 68,819	\$ 70,982			\$ 71,426	\$ 73,562
10	\$ 78,289	\$80,719	\$ 81,378	\$81,770	\$ 82,138	\$ 84,433	\$ 85,094	\$ 85,487	\$ 85,549	\$ 87,169

Lincoln Public Schools
Longevity Increments - Certified Staff
2011 - 2014

Length of Service	2011-2012	2012-2013	2013-2014
10 years	\$743	\$758	\$773
15 years	\$1,150	\$1,173	\$1,196
20 years	\$1,671	\$1,704	\$1,739
25 years	\$2,251	\$2,296	\$2,342

Anyone currently receiving longevity increments will continue to receive this longevity increment. To be placed on a higher increment, however, the accumulated years of service must be in the Town of Lincoln.

Section 3. Department Heads

Department Heads shall be compensated at the rate of \$4,714; plus one less class assignment and one regular unassigned period. For departments with eleven (11) or more teachers, Department Heads will have one less class assignment (two department periods) and one regular unassigned period. Additionally, because of the uniquely separate responsibilities of the Business/FCS Department Head, two department periods shall be afforded to this position.

Section 4. Travel Reimbursement

Teachers who are required to travel as part of their teaching duties shall be reimbursed at the IRS rate of travel per mile based upon actual mileage incurred.

Section 5. Athletic Department Members

- a. All coaches shall be paid according to the following schedule: 50% at mid-season -- 50% at the end of the season. The receipt of the last check is contingent upon the coach meeting the following condition as regards to turn-in of equipment. Within five (5) school days of the completion of the season, the coach will be responsible for the return of the equipment. After the coach has exhausted his/her efforts to collect the equipment, the coach will report the situation to the Athletic Director who will pursue the situation from that point forward.

COACHES

Athletic Director*	\$5,568
Athletic Trainer	\$4,450
Baseball-Head	\$4,766
Assistant	\$3,136
Basketball Head (Boys)	\$4,767
Assistant	\$3,192
Basketball Head (Girls)	\$4,767
Assistant	\$3,192
Basketball Head (Fresh)	\$2,321
Cheerleader Coach (Competitive)	\$2,693
Cheerleader - Basketball	\$753
Cheerleader - Football	\$753
Cross Country Head (Boys)	\$2,760
Cross country Head (Girls)	\$2,760
Field Hockey Head	\$4,766
Assistant	\$3,136
Goalie	\$3,136
Football Head	\$5,180
Assistant	\$3,453
Assistant	\$3,453
JV Assistant	\$2,471
JV Assistant	\$2,471
Golf Head	\$2,635
Hockey Head (Boys and Girls)	\$4,766
Assistant (Boys and Girls)	\$3,137
Indoor Track Head (Boys)	\$3,453
Assistant (Boys)	\$2,671
Indoor Track Head (Girls)	\$3,453
Assistant (Girls)	\$2,671
Lacrosse Head (Girls)	\$3,453
Assistant	\$2,671
Goalie	\$2,671
Lacrosse Head (Boys)	\$3,453
Assistant	\$2,671
Goalie	\$2,671
Outdoor Track Head (Boys)	\$3,453
Assistant	\$2,671

Outdoor Track Head (Girls)	\$3,453
Assistant	\$2,671
Soccer Head (Boys)	\$4,766
Assistant	\$3,137
Soccer Head (Girls)	\$4,766
Assistant	\$3,137
Softball Head	\$4,766
Assistant	\$3,137
Swimming Head	\$3,453
Assistant	\$2,606
Tennis Head (Boys)	\$2,885
Assistant	\$2,321
Tennis Head (Girls)	\$2,885
Assistant	\$2,321
Volleyball Head (Girls)	\$2,963
Assistant	\$2,321
Volleyball Head (Boys)	\$2,963
Assistant	\$2,321
Wrestling Head	\$4,766
Assistant	\$3,136

MIDDLE SCHOOL

Baseball	\$1,505
Basketball (Boys)	\$1,505
Basketball (Girls)	\$1,505
Cross Country	\$1,505
Field Hockey	\$1,505
Soccer Head (Boys)	\$1,505
Soccer Head (Girls)	\$1,505
Softball (Girls)	\$1,505
Track	\$1,505
Wrestling	\$1,505

* plus 3 unassigned periods

Section 6. Guidance Counselors

a. Guidance counselors shall be required to work six (6) – ten (10) days beyond the regular school year. Three (3) days shall immediately follow the close of school in a given year; three (3) shall precede the opening of school in each succeeding school year. Up to two (2) additional days following the closing and/or preceding the opening of school may be required by the Superintendent. Notification of election of options shall be forwarded by Guidance Counselors to the Personnel Coordinator by December 1st of each school year. Guidance Counselors shall have the choice of:

1. Being paid 1/182 of his/her regular salary for each extra day worked or,
2. For each extra day worked, taking one compensatory day off during the regular school year at the counselor's convenience either during the preceding or subsequent school year, or
3. Any combination of the previous two options.

With respect to option 2 above, the selection of said day shall be subject to the prior approval of the building principal and shall be taken either during the school year or in the subsequent school year. If said compensatory days are not taken, they shall be wholly lost.

- b. This provision shall not constitute a promotion since guidance counselors will be performing their normal professional obligations.
- c. Other than the additional days set forth above, no additional days for guidance counselors shall be approved.

APPENDIX B
SUPPLEMENTARY SALARY SCHEDULE
ADVISORS

Advisor - Freshman	\$1,066
Advisor - Sophomore	\$1,192
Advisor - Junior	\$1,755
Advisor - Senior	\$2,383
AV - MS	\$1,004
AV - HS (Free Pd.)	\$2,007
Band - HS	\$2,007
Chorus - Elem (2)	\$2,759
Select Chorus - HS	\$1,945
Drama - MS	\$1,254
Drama - HS	\$1,631
Future Business Leaders	\$1,254
Assistant	\$836
Math Team Advisor	\$628
Newspaper - HS	\$1,755
Student Council - MS	\$815
Student Council - HS	\$1,254
Treasurer - HS (Free Pd)	\$2,635
Treasurer - MS	\$1,317
Yearbook - HS	\$2,509
Yearbook - MS	\$1,254
Team Leaders	\$1,800
Curriculum Loaders	\$1,300

**APPENDIX C
CLASSIC BLUE**

HOSPITAL COVERAGE

730 Inpatient Mental Health Days
Semi-Private Room
No Deductible
Emergency Room Care
Good Health Benefit (w/Credit)

SURGICAL/MEDICAL COVERAGE

Diagnostic Tests, Lab and X-Ray Coverage including Mammograms
and Pap Tests
Inpatient/Outpatient Surgery, Anesthesia Coverage
Maternity Care
Outpatient Labs, X-Rays and Machine Tests Paid in Full

PREVENTIVE CARE

Mammograms
Pap Tests
Well Baby Care - \$10 Co-payment Per Visit, then 100% Coverage Up
to Our Allowance

DEDUCTIBLE SERVICES

\$100 Deductible Per Person (Maximum of 2 Per Family)
Durable Medical Equipment
\$1,000,000 Lifetime Maximum
Office Visit Coverage

PRESCRIPTIONS

Preferred Rx – 80% Coverage for Network Providers

MISCELLANEOUS BENEFITS

Student Coverage to Age 25
No Lifetime Maximum
Organ Transplant Rider
Radiation Therapy Services Paid In Full
80% Coverage for Infertility Treatment
Mental Health/Substance Abuse Visits
Managed Benefits Program
Vision Care (PPO/Comprehensive)

NON CLASSIFIED GROUPING

Surgical-Medical Coverage for Chemotherapy Drugs Only
Vision - \$50 Maximum for Frames and Lenses Per Calendar Year
\$10 Copay for Vision Exams

**APPENDIX D
HEALTHMATE COAST TO COAST**

COVERAGE GUIDELINES

50% Cov for OP MHSA for RI or Othr Plans Non-Ntwk PPO Prov;
80% Cov all Sve Othr RI or Othr Plans Non-Ntwk PPO Prov up to an
OOP Mx \$3000/3 Per Fam Per Caly Aggr BT Hosp & Surg-Med
LOB Excel Pedi/IVF/MH/SA; 80% Cov Infertility Treatment

HOSPITAL COVERAGE

Unlimited Days of Care
Semi-Private Room
45 Inpatient Mental Health Days
Emergency Room Care
\$100 Emergency Room Copayment
Good Health Benefit (w/Credit)

SURGICAL/MEDICAL COVERAGE

12 Chiropractic Visits Per Calendar Year
Durable Medical Equipment
Diagnostic Tests, Lab and X-Ray Coverage Including Mammograms
and Pap Tests
Office Visit Coverage
Inpatient/Outpatient Surgery, Anesthesia Coverage
Maternity Care
\$15 Office Visit Copayment Per Individual Session for Outpatient
Mental Health/\$10
Office Visit Copayment Per Group Session for Outpatient Mental
Health
80% Coverage for Clinic, Home Infusion, Home Care, Prosthesis,
Durable Medical Equipment, Private Duty Nursing, Cardiac
Rehabilitation, Ambulance, Professional Therapy, Injections, Oxygen,
Supplies and Drugs,
\$10 Office Visit Copayment (including chiropractic visits)
\$15 Office Visit Copayment for Allergy and Dermatology
Injectable Prescription Drugs Excluding Oral Contraceptives are Covered

PREVENTIVE CARE

Mammograms
Pap Tests
Well Baby Care- \$10 Copayment Per Visit, then 100% Coverage Up
to Our Allowance

PRESCRIPTIONS

Preferred Rx – Option 2 (\$5, \$15, \$30)

MISCELLANEOUS BENEFITS

Student Coverage to Age 25

No Lifetime Maximum

80% Coverage for Outpatient Labs and X-Rays from a Hospital Non-Network Provider

Organ Transplant Rider

Radiation Therapy Services Paid In Full

20 Outpatient Mental Health Visits

\$200 Deductible Per Person (3 Per Family Maximum) Per Calendar year for Services Rendered by RI Non-Network Providers or other plans Non-Network PPO Providers

Managed Benefits Program

APPENDIX E
SICK LEAVE BANK PURPOSE STATEMENT

The Sick Leave Bank serves as a depository into which participating employees may voluntarily donate accrued sick leave time for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if serious, chronic or catastrophic illness or injury forces the employee to exhaust all cumulative sick leave time earned by that employee and thereby lose compensation.

SICK LEAVE BANK GUIDELINES

1. Eligibility and admission to the Sick Leave Bank is limited to teachers who are tenured in the Lincoln School Department and who have agreed, **at the time of initial eligibility**, to contribute one (1) cumulative sick day annually, per Article IX, Section 1, of the Collective Bargaining Agreement.
2. All cumulative leave must be exhausted prior to a request for access to the Sick Leave Bank. Sick Leave Bank days are intended to be used for the purpose of serious, catastrophic or chronic illnesses which have been medically documented. The Sick Leave Bank is not intended for use for illnesses/procedures that can be safely postponed to a time when the need for access to the sick leave bank can be avoided.
3. A request for use of days from the Sick Leave Bank must be accompanied by appropriately complete medical documentation which includes diagnosis and recommendation signed by an attending doctor. Documentation must also include a statement of work limitations unless treatment plan is otherwise self-evident. Participant must be following the treatment plan as directed by the physician. A request will not be considered without adequate documentation as required by the attached Sick Leave Bank forms.
4. A member request for access to the Sick Leave Bank days will be accompanied by a review of the applicant's prior use/record of sick leave. Employees who have been officially reprimanded for the inappropriate use of sick leave may not apply for Sick Leave Bank benefits within twelve (12) months of the date of the reprimand.
5. Whenever possible, application to the Sick Leave Bank should be made as soon as the employee reasonably anticipates that the treatment will exhaust all of their cumulative sick time, but not less than two (2) weeks prior to the exhaustion of cumulative sick leave.

6. The Board may provisionally grant less than the requested leave with an extension subject to review of updated medical status. Each subsequent sick leave bank extension request must be accompanied by appropriately complete medical documentation signed by an attending doctor. Approved leaves of forty-five (45) school days or more shall require the quarterly submission (i.e., every three (3) months) of a medical status update and a statement of work limitations and compliance with the treatment plan. This requirement shall also apply to continued use of Sick Leave Bank days from one school year to the next.
7. All communications to and from the Board shall remain confidential.
8. The Board will meet monthly during the school year, except as may be required otherwise by circumstances. The monthly meeting may be waived upon mutual agreement of the parties in the event there is no sick leave bank action required.
9. Should the days in the Sick Leave Bank be insufficient to cover members' needs, the Board shall have the authority to assess members' additional days in the aggregate amount to cover needs for the current school year.
10. Once a teacher returns from a Sick Bank leave where all cumulative leave was exhausted, any need for occasional, additional sick time will be addressed by Article IX, sec. 4, 6A.
11. The Sick Leave Bank may be reassessed for up to an additional 364 days by teachers with 15 years of service in Lincoln. It may not be requested within one (1) school year of the teacher's return from an absence that required the expenditure of the initial 364 day Sick Leave Bank maximum. The provision to reassess sick leave bank days may not be used to extend the original 364 lifetime sick leave bank maximum. The teacher must return to work on a full-time basis for at least one school year. The provision to reassess the additional 364 days may not be used consecutively with the original 364 day lifetime maximum.
12. The Board will review annually its guidelines and will make any necessary and/or appropriate modifications or amendments. The guidelines will be issued annually at the beginning of each school year to the members of the Sick Leave Bank.
13. All decisions of the Board will be final, binding and not subject to the grievance process.

APPENDIX F
MEMORANDUM OF AGREEMENT

1. The parties to the Collective Bargaining Agreement agree to re-open discussions the second year of the Agreement on the following issues:
 - a. A contract extension beyond the 2005 – 2006 school year.
 - b. Article VIII, Section 1 – Student to Teacher Ratio, as originally proposed by the Union.
 - c. Article XII, Section 9 – Improvement of Facilities.
 - d. Additional salary lanes beyond BA+45 and MA+45 in Appendix A.
 - e. Prescription drug co-payment.
 - f. Not more than five (5) additional issues to be submitted by either side.
2. Additionally, the parties agree to establish a Joint Committee for the purpose of exploring ways to minimize elementary teacher supervisory duties in order that they may engage in professional activities which directly benefit students and/or which provides for additional coverage availability at no additional cost to the district.
3. Additionally, the parties agree to remand to the Joint Committee on Teacher Evaluation the issue of the role of Department Chairs in the evaluation process.
4. In the event that the extra-curricular positions of Lacrosse Boys and/or Girls Head Coaches/Assistants are not funded in the School Department's budget, the positions shall not be included in Appendix A, Section 5(b).
5. The Professional Issues Committee shall make recommendations with respect to the establishment or criteria for acceptance of CEU's for the purpose of salary lane placements. The recommendation(s) shall be formulated and submitted to the parties not later than October 15, 2003. CEU credit shall only be for District-approved professional development activities.

MEMORANDUM OF AGREEMENT

The parties to the Collective Bargaining Agreement recognize that the completion of the New Middle School will require a change in the educational leadership structure of the district. The parties to the Collective Bargaining Agreement agree to convene a Joint Committee to study and discuss possible changes in Appendix A, Section 3, and other relevant sections of the Collective Bargaining Agreement. The Committee will convene no later than October 1, 2005 and will forward its recommendations, if any, to the respective parties for consideration no later than December 1, 2005. Any agreement ratified by the parties shall be appended to the Collective Bargaining Agreement, effective the first school day of the 2006 – 2007 school year, or upon the occupation of the New Middle School.

The parties agree to negotiate the following limited issues, no later than September 2005, if there is agreement between the parties to incorporate herein:

- A. Student to Teacher ratios.
- B. Concerns regarding sufficient facility space for Art, Music, Physical Education, AT/Enrichment, Library, and student support personnel, pursuant to Article XII, Section 9(f).

MEMORANDUM OF AGREEMENT

The parties to the Collective Bargaining Agreement between the Lincoln Teachers' Association Local 1461 and the Lincoln School Committee agree to a non-precedent setting language change for the 2004 – 2005 school year.

Article XIII, Section 6, A through F remains unchanged with the exception of Article XIII, Section 6c, Retirement Benefits (last paragraph).

Confirmation of intended retirement shall be made on or before June 1, 2005 for the school year 2004 – 2005 only, for the respective bonus to be paid.

All other terms, conditions of the outstanding aforementioned Collective Bargaining Agreement shall remain in full force and effect, except as specifically amended herein.

MEMORANDUM OF AGREEMENT

The parties to the Collective Bargaining Agreement between the Lincoln Teachers' Association Local 1461 and the Lincoln School Committee agree to a one year trial implementation of the attached middle school schedule for the 2005 – 2006 school year, with the following conditions:

1. That said implementation is non-precedent setting.
2. The length or time of the school day does not change.
3. For those teachers teaching six periods, at no time shall the total number of students that they have responsibility for in a given semester exceed 135 student total, and no more than 27 in any given class.
4. As a result of teaching six classes, no teacher shall be required to do any additional preparation or grading than they would if they were teaching five classes.
5. That preparation time and common planning time for all teachers shall be equal.
6. That specialists be offered time for common planning time with their respective teams, as either the specialist or team determine necessary to meet the needs of students or for curriculum planning. Coverage will be provided as necessary.
7. The parties agree to meet, beginning November 1, 2005, to review the effectiveness of said schedule.

Insofar as this is a new schedule without the benefit of historical practice, it is further agreed that if any unforeseen circumstances arise that compromise teaching and learning, or violates any other portion of the Collective Bargaining Agreement, then both sides must meet immediately and devise a mutually agreeable solution. In the event that this is not possible, both sides agree to return to the more traditional five period contractually agreed upon day.

All other terms, conditions of the outstanding aforementioned Collective Bargaining Agreement shall remain in full force and effect, except as specifically amended herein.

MEMORANDUM OF AGREEMENT

Now come the Lincoln Teachers' Association and the Lincoln School Committee and hereby agree to amend and modify the Collective Bargaining Agreement by and between the parties for the years September 1, 2003 through August 31, 2006, as follows:

Whereas, pages 27 to 34, provide for Leaves of Absence as outlined in the Collective Bargaining Agreement, and,

Whereas, past practice has required teachers to return from a full-year leave for a minimum of several days at either the beginning or end of their leave to maintain their rights to a specific position, and,

Whereas the School Committee and the Lincoln Teachers' Association are agreeable, that such interruption to teaching and learning is not in the best interest of the educational process, and are desirous of nullifying said past practice.

Now therefore, the parties agree as follows:

For the purposes of full-year leaves of absences, the teacher shall maintain the right to their specific assignment/position without having to return to work in said year.

All other terms, conditions of the outstanding Collective Bargaining Agreement shall remain in full force and effect, except as specifically amended herein.

MEMORANDUM OF AGREEMENT

Now come the Lincoln Teachers' Association, Local 1461, AFT, AFL-CIO (the "LTA"), and the Lincoln School Committee (the "Committee") (collectively referred to as the "Parties") and hereby memorialize the following understanding between them:

1. The LTA shall grant relief to the Committee to permit the reduction of department heads at the secondary level from eleven (11) to eight (8) with one department head for each of the following departments:
 - English;
 - Math;
 - Science;
 - Social Studies;
 - Unified Arts (PE/Art/Music/FCS);
 - Applied Learning (Tech Ed/World Language/Business);
 - Guidance; and
 - Special Education.
2. Except to the extent specifically referred to in Paragraph 1 above, nothing contained herein shall be construed to waive and/or modify the rights and/or obligations of the Parties in any respect.
3. Nothing contained herein shall be construed to establish a precedent between the parties.

MEMORANDUM OF AGREEMENT

1. The provisions of the Collective Bargaining Agreement (the "CBA") relative to assignment, transfer, and promotions shall remain in the CBA, but enforceability of those provisions shall be stayed in accordance with the terms set forth below.
2. The Sections of the CBA affected by the stay are:
Article V, Section 3(a);
Article VI, Section 2(c);
Article VI, Section 4, in its entirety with the exception of subsection (a) and the introductory paragraph;
Article XII, Section 21(d); and
Article XII, Section 25 (use of word seniority to be stayed only).
3. During the period of the stay, the following shall be utilized for assignments, transfers and promotions:

The District shall duly consider the following categories in determining a transfer, assignment or promotion:

- a. Qualifications which shall include experience in an actual job held, including special qualifications that may be required or educationally desirable for a position and must be student focused.
- b. Certifications held including Highly Qualified Status and National Board Certification.
- c. Professional development each applicant has engaged in.
- d. Participation on professional/district level/school level committees.
- e. Work history with the District including, but not limited to: attendance, effectiveness within various student populations, student achievement/results, recent experience in relevant subject matter.
- f. Results of evaluations.
- g. Successful interview.
- h. Discipline history.
- i. Laid off status and work experience will be used as a tiebreaker in the event that two candidates are deemed by the Superintendent to be equally highly qualified and highly effective.
- j. Other relevant data.
- k. Any decision of the Administration regarding an assignment or transfer or promotion is subject to the grievance process.

4. The "period of the stay" shall commence upon ratification by both Parties of the successor CBA to the 2008-2011 Agreement between the parties. The "period of stay" shall terminate upon any of the following events:
 - a. A final decision, rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, that assignment, transfer and/or promotion are subject to collective bargaining.
 - b. The enactment of any legislation declaring that assignment, transfer, and/or promotion are subject to collective bargaining.

5. Upon termination of the "period of stay" as to assignment, transfer and/or promotion, for the item(s) declared to be subject to collective bargaining, the stay of enforceability for those items shall be lifted and the relevant provisions of the CBA shall become enforceable immediately.

IN WITNESS WHEREOF, the following have hereunto affixed their signatures and seals this ____ day of _____, 2012.

FOR THE LINCOLN TEACHERS ASSOCIATION:

Fred Hoppe, President

David Jayson Schofield, Secondary Vice President

Anne Bibeault, Elementary Vice President

Maryann Mitchell, Treasurer

Donna Rowland, Secretary

FOR THE LINCOLN SCHOOL COMMITTEE

Elizabeth Black Robson, Chairperson

Julie Zito, Vice Chairperson

Mary Varr, Clerk

Kristine Donabedian, School Committee Member

Mary Anne Roll, School Committee Member

Tracey Cavanaugh, School Committee Member

John LaFleur, School Committee Member

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NEGOTIATIONS COMMITTEE

For the Lincoln Teachers' Association
Local No. 1461, AFT, AFL-CIO

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For the Lincoln School Committee

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