

AGREEMENT

Between the

Coventry Teachers' Alliance

Local 1075

American Federation of Teachers

A.F.L.-C.I.O.

and the

Coventry School Committee

Coventry, Rhode Island

September 1, 2014 – August 31, 2017

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AGREEMENT

AGREEMENT commencing on the start of the 2014-2015 school year by and between the School Committee of the Town of Coventry (hereinafter referred to as the Committee) and the Coventry Teachers' Alliance, Local 1075, American Federation of Teachers, (hereinafter referred to as the Alliance). This agreement shall remain in full force and effect through the 2014-2015, 2015-2016 and 2016-2017 School Years). The provisions of this agreement shall be maintained by both parties until a successor agreement can be reached and ratified by both parties. While the parties are negotiating in good faith to reach a successor agreement, the Alliance agrees not to strike or pose any job action.

PREAMBLE

Whereas, the School Committee of the Town of Coventry and the Coventry Teachers' Alliance desire to promote good relations among certified teachers and between the School Committee and the Alliance in the best interest of high quality education in the Coventry School System, to provide and maintain satisfactory terms and conditions of employment, and to provide for the adjustment of grievances and disputes arising out of employment of certified teachers.

Now, therefore, the School Committee and the Alliance hereto agrees as follows:

ALLIANCE RIGHTS

The School Teachers' Arbitration Act (Chapter 9.3 of the Acts of 1966 of the State of Rhode Island, amending Title 28 of the General Laws), accords to public school teachers the right to organize, to be represented, to negotiate professionally, and to bargain on a collective basis with school committees covering hours, salary, working conditions and other terms and conditions of professional employment, and

In an election conducted by the Rhode Island State Labor Relations Board among eligible professional personnel of the Coventry School System on September 26, 1969, a majority selected as exclusive representative, the Coventry Teachers' Alliance, and it thereby became the sole bargaining agent for all classroom teachers and certified personnel.

RESERVED RIGHTS OF MANAGEMENT

There is reserved exclusively to the School Committee all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and the United States. It is agreed that the School Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the terms of this agreement.

ARTICLE 1
ALLIANCE RECOGNITION, JURISDICTION,
RIGHTS and DEFINITIONS

1-1. Alliance Recognition:

The School Committee recognizes the Alliance as the exclusive bargaining representative for all those persons in the bargaining unit which consists of all certified teaching personnel employed by the Coventry School Committee; including teachers, psychologists, librarians, long-term substitutes, social workers, curriculum coordinators, school nurse-teachers, occupational and physical therapists, speech language pathologists, and all other personnel in positions which require Rhode Island Teacher Certification, excluding the superintendent, assistant superintendents, program directors, principals, assistant principals and business managers.

1-2. Jurisdiction

The jurisdiction of the Alliance shall include those persons declared in Article 1-1 now or hereafter who perform duties or functions of the categories of teachers in the bargaining unit, regardless of whether these duties or functions are performed by present, or modified by new processes or equipment.

1-3. Rights:

All rights and privileges previously granted teachers not in conflict with the provisions of this agreement shall remain in full force and effect.

Rights and privileges granted teachers including, but not limited to, compensation, fringe benefits, working conditions, and/or specifics of a teaching assignment, which are found to be in conflict or violation of the conditions and intent of this agreement shall be rescinded.

Any condition which may be established during the term of this agreement without the authorization of the School Committee, and is in conflict with the intended conditions of this agreement and later altered by administrative directive, shall not be considered as a binding past practice.

Existing memoranda of agreement/understanding signed by authorized representatives of the parties shall be incorporated within the collective bargaining agreement as an addendum.

1-4. Definitions:

- A. The term "School" as used in this agreement means any work location or functional division maintained by the District in which the educational process is carried on.
- B. The term "Teacher" as used in this agreement means any person employed by the School Committee in the bargaining unit as described in Article 1-1.

- C. The term “Person” as used in this agreement means a member of the certified teaching personnel as defined in Article 1-1.
- D. The term “Alliance Representative” as used in this agreement means the Alliance President, CEO, Vice-President(s), building representative(s), or qualified designee of the Alliance.
- E. The term “Parties” as used in this agreement means the School Committee and the Alliance.
- F. The term “Family Illness” as used in this agreement means the illness of a teacher’s own immediate family (husband, wife, children/stepchildren, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, or other relative or person with whom the teacher may be residing), which requires the presence of the teacher.
- G. The term “Personal Illness” as used in this agreement means the illness of the teacher.
- H. The term “Short Term Illness” as used in this agreement means the days of absence of a teacher due to personal and/or family illness, not to exceed eleven (11) days per school year.
- I. The term “Long-Term Illness” as used in this agreement means the days of absence of a teacher due to illness beyond four (4) consecutive school days.
- J. The term “Vacancy” shall be defined as a newly created teaching position, or an existing position, which is occupied by a full-time or part-time substitute teacher, or a position which has or is known to become vacant as a result of a death, resignation, dismissal, or transfer (except as otherwise stipulated in this agreement).
- K. As used in this agreement “Seniority” shall mean the length of continuous service in the Coventry School District, including all authorized leaves.
- L. Whenever the singular is used in this agreement it is to include the plural.

ARTICLE 2

SALARY AND RATE OF PAY

- 2-1.** The salaries of all teachers covered by this agreement are set forth in Appendix A and made a part of this agreement.
- 2-2.** Compensation for travel for teachers duly authorized to use their own vehicles is set forth in Appendix B and made a part of this agreement.
- 2-3.** Compensation for extra-curricular activity is set forth in Appendix B, and made a part of this agreement.

2-4. Compensation for Assistant Athletic Director, Curriculum Coordinators, Teacher Facilitators, Teacher Mentors, Director of Continuing Education, and Long-term Substitutes is set forth in Appendix B and made a part of this agreement.

2-5. Additional compensation for work beyond the school year is set forth in Appendix B and made a part of this agreement.

2-6. Provisions for health insurance are set forth in Appendix E, F, G, and Addendum A and made part of this agreement.

2-7. Similarly, Appendices C, D, H, I, and J are attached and made part of this agreement.

2-8. All persons on the Teachers' Salary Schedule shall be paid in twenty-six (26) bi-weekly installments in accordance with the salary schedule set forth in Appendix A of this agreement. The first payment is to be made on the second (2nd) Friday after the opening of school.

2-9. During school shutdown periods checks shall be mailed as early as possible with the Friday of each pay day established as the preferred mailing day. All employees on leave, lay off, or otherwise unable to receive checks in their school buildings shall also have checks mailed home.

2-10. Lump sum payment may be made only to those teachers who are terminating their service with the school system by means of retirement, resignation, or termination, or those teachers who have not accrued a seniority number by the end of the school year in which such payment is being calculated. Otherwise, teachers who wish to receive a lump sum payment at the end of the school year for personal reasons may make such a request to the Superintendent. With two (2) weeks advance notice, lump sum payments may be made for just cause as determined by the Superintendent. His decision shall not be arbitrary or capricious and shall be final and not subject to the grievance procedure.

ARTICLE 3 SICK LEAVE AND LEAVES OF ABSENCE

3-1. Full Pay Sick Leave

All teachers presently employed as of the date of the contract may be absent for short-term illnesses due to personal illness and/or family illness cumulative to eleven (11) days and long-term illnesses up to eighty (80) days in a school year with full pay, except as the deduction hereafter applies to them.

3-1.1 Any teacher whose absence exceeds ninety one (91) school days in each of two (2) consecutive school years, shall be ineligible for long-term sick leave days thereafter until such time as he/she has performed service for a total of at least one hundred thirty-five (135) school days within a regular school year. Beginning with the one hundred thirty-sixth (136th) school day of the school year wherein said teacher has performed the required services of one hundred thirty-five (135) days, he/she shall again be eligible for long-term illness days as defined in

paragraph 3-1. Short term illness days, not to exceed eleven (11) annually, shall remain available to the employee during this period.

3-1.2. Any teacher absent due to illness for more than four (4) consecutive school days shall be required, upon request, to present a doctor's statement of the necessity of absence. The Superintendent shall have the right to have the school physician examine a member of the bargaining unit who is out sick beyond four (4) days. In the event that a member of the bargaining unit or his/her doctor disputes the decision of the school physician, then, the judgment of a neutral doctor to be chosen by both physicians shall be final.

3-1.2.1. A teacher with five (5) years of service in Coventry is eligible to access an additional thirty (30) long term illness days beyond the ninety one (91) short term and long term illness days outlined in 3-1.1. If a teacher accesses any portion of the additional thirty (30) long term illness days, the teacher shall forfeit five (5) short term illness days and one (1) personal day for each of the next five (5) consecutive years or the amount of personal sick and personal days necessary until the amount of additional leave is reimbursed to the district. Accessing the additional thirty (30) long term illness days is at the discretion of the individual teacher. A teacher may access the additional thirty (30) long term illness days one time in a seven year period, measured from the date of the end of the prior leave.

3-2. Severance Pay

A teacher with twenty-five (25) years of service, the last fifteen (15) of which are in Coventry, shall be entitled, upon retirement, to severance pay equal to one-half (1/2) of his/her accumulated short-term sick leave multiplied by the teacher's daily rate of pay. For the purpose of calculation, only the number of unused short-term illness days (up to eleven (11) per year) shall be allowed to accumulate to a maximum of one hundred (100) days, and shall apply to the last fourteen (14) years before retirement. If a teacher's cumulative short/long-term absences and personal day absences cause him/her to be absent for more than thirty (30) school days in a school year, he/she shall not be eligible to bank any days for that school year toward severance. Notification of intention to retire shall be made to the Superintendent by the member of the bargaining unit by December 31st of the academic year of retirement, whereupon the employee shall receive said severance payment in the first pay period of January following his/her retirement date. Failure to notify the district of intent to retire by December 31st shall result in delay of severance payment until the first pay period of January the year after his/her retirement date.

3-3. Extended Sick Leave without Pay

3-3.1. Any member of the bargaining unit whose personal illness extends beyond that time for which he/she receives full pay sick leave shall be granted a leave of absence without pay until such time as he/she is fully recovered and been pronounced physically fit to return to his/her position by his/her own physician and a physician designated by the School Committee.

3-3.2. Upon returning to duty after sick leave with full pay or extended sick leave without pay, a member of the bargaining unit shall be returned to the same position held before the beginning of

sick leave. If the position no longer exists, the teacher shall be assigned to a substantially equivalent position.

3-3.3. All rights, privileges, and benefits to which a teacher was entitled at the time his/her absence commenced will accrue to him/her upon his/her return to his/her position.

3-4. Sick Care Leave

Sick care leave of one (1) year or less without pay or increment may be granted to a teacher for the purpose of caring for a sick member of his/her immediate family.

3-5. Workers' Compensation

Workers' Compensation benefits shall be provided for all bargaining unit members.

3-6. Job Connected Injury

Members of the bargaining unit shall receive full pay and all medical expenses for injuries, including assault and battery, sustained during the course of their employment. To the extent of said pay and medical expenses, as aforesaid, are not covered by Workers' Compensation Insurance, the School Committee shall pay the difference. Any full pay leave taken in connection with an injury sustained by a teacher in the course of his/her employment shall not be deducted from his/her sick leave.

3-7. Expenses

The School Committee shall pay for all legal expenses incurred by teachers covered under Section 3-5 and 3-6.

3-8. Full Pay Leaves

The Superintendent and/or his designee shall grant leaves to teachers at full pay within the school year as follows:

3-8.1. To attend his/her college graduation or the high school or college graduation of a member of his/her immediate family, during school hours, the following days shall be granted. One (1) day if graduation is to take place in Rhode Island, Massachusetts, or Connecticut. Two (2) days if the graduation is to take place in Maine, New Hampshire, New York, or Vermont. Three (3) days for all other destinations.

3-8.2. For religious observance – three (3) days.

3-8.3. For a teacher who may be selected by the Alliance as a delegate to a meeting of the American Federation of Teachers or any of its affiliates, not to exceed a maximum of five (5) school days per year.

3-8.4.1. For personal reasons, two (2) days per school year. Teachers may take one-half (1/2) personal days instead of one (1) full day when they only need to take off three (3) hours or less in one (1) day. In the event a teacher does not use his/her personal day(s), that teacher shall be allowed to carry over two (2) personal days to the following school year. A maximum of three (3) personal days in any school year shall be granted, unless the Superintendent specifically authorizes additional days. A teacher may take no more than two (2) personal days consecutively, unless otherwise authorized by the Superintendent. Teachers will be advised by the Alliance that a twenty four (24) hour notice is to be afforded to the Administration whenever possible. The Superintendent shall authorize the use of personal days to only ten percent (10%) of teachers per building on the day before and/or following a scheduled holiday and/or school vacation period. Such requests shall be granted on a first come, first serve basis and must be requested at least two weeks in advance. In no case shall any teacher be allowed to use his/her personal day(s) on the day before and/or following a scheduled holiday and/or school vacation period more than once per contract cycle.

Personal Days shall not be taken on professional development days or parent-teacher conference days.

3-8.4.2. A teacher in Coventry shall be entitled, upon retirement, to pay equal to his/her accumulated unused personal days, (maximum of ten (10) during the last fifteen (15) years of service in Coventry), multiplied by the daily rate of pay of a substitute teacher during the year of retirement.

3-8.5. For a teacher for the amount of time necessary for appearance in any legal proceeding if the teacher is required by law to attend.

3-9. Discretionary Full Pay Leave

Discretionary days requested for personal reasons shall only be considered when the teacher has utilized all of his/her personal days. A request for any of the discretionary full pay leaves referred to below shall not be arbitrarily or unreasonably denied, and in the event said request is denied, the Superintendent shall state the reasons for such denial in writing and forward a copy to the teacher requesting said leave.

The Superintendent and/or his/her designees may at their discretion grant leaves to teachers at full pay within the school year as follows:

3-9.1. To attend funerals (outside the provisions of Section 3-10).

3-9.2. To attend weddings (other than his/her own).

3-9.3. To attend graduation exercises (other than his/her own or a member of his/her family)

3-9.4. For any reason judged to be related more to the teacher's work than to personal interests.

3-9.5. For purposes connected with the welfare of the schools or the community – not more than five (5) days.

3-9.6. For visiting schools – the equivalent of one (1) day per each school year.

3-9.7. For a teacher who presents a valid reason or reasons for additional leave over and above the limitations stated herein at the discretion of the Superintendent.

3-10. Bereavement Leaves

3-10.1. A teacher may be absent for five (5) consecutive days without loss of pay due to the death of a father, mother, brother, sister, husband, wife, child or grandchild, regardless of where the deceased resided, or any other person with whom the teacher may be living. Bereavement leave shall conclude within seven (7) days after notification of death.

3-10.2. A teacher may be absent for three (3) consecutive days without loss of pay due to the death of the death of the teacher's own grandparent, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

3-10.3. A teacher may be absent for one (1) day without loss of pay due to the death of the teacher's grandparent or spouse, brother or sister of teacher's spouse, aunt, uncle, niece, or nephew. This day is provided to attend the funeral only.

3-11. Professional Development Coordinator/Sabbatical Leave

3-11.1. Professional Development Coordinator

In lieu of Sabbatical Leave, the Coventry School District shall establish a Professional Development Coordinator(s) (selection of the coordinator will be the same process used in Article 6-1.1.) who shall be a member of the bargaining unit, and governed by a board comprised of representatives of administration and the Alliance. In the event that the coordinator position is eliminated, Sabbatical Leaves shall be reinstated according to the process described below.

3-11.2. Sabbatical Leave

A member of the bargaining unit after seven (7) continuous years of service in the Coventry School District shall be eligible for a sabbatical leave of absence at full pay for one (1) year or full pay for one-half (½) year for up to two (2) people by the School Committee.

In the event that the teacher on leave shall receive a grant, the amount of said grant shall be deducted from the teacher's salary.

If a person applies for full year Sabbatical Leave, said person must be on an approved full year program consistent with the Coventry school year.

The Superintendent, following a review of all applicants, shall recommend to the School

Committee and the School Committee shall approve one (1) full year or two (2) half-year Sabbatical Leaves each year.

3-11.3. Request for Sabbatical Leave

Requests for Sabbatical Leave must be in writing and must be received by the Superintendent no later than March 15 of the year preceding the school year in which the Sabbatical Leave is requested.

3-11.4. Priority for Sabbatical Leave

The Superintendent shall establish and maintain in his/her office a list of teachers whose written request for Sabbatical Leave has been received by him/her. The list must be kept in order of seniority by the Superintendent. A new list must be started with the beginning of a new school year. Upon request a list of applicants for Sabbatical Leave shall be furnished to the President of the Alliance by the Superintendent.

3-11.5. Assurance of Sabbatical Leave

The Superintendent may meet with the President of the Alliance at least once monthly at a mutually agreeable time in the Superintendent's office to consider current requests on file with the Superintendent. It shall be the responsibility of the Superintendent to insure an adequate number of teachers for approval in order that the maximum number of Sabbatical Leaves be granted.

3-11.6. Return from Sabbatical Leave

Upon completion of a Sabbatical Leave, the recipient must return to the Coventry School District for twice the duration of the Sabbatical Leave. Failure to return for reasons within the control of the recipient shall result in repayment of all sums paid or expended on recipient's behalf, including the cost of fringe benefits during the time of Sabbatical Leave.

3-12. Fringe Benefits on Leave

3-12.1. Fringe Benefits – Paid Leaves

All fringe benefits shall be continued in full by the School Committee for a teacher on leave with full pay or a portion thereof.

3-12.2. Fringe Benefits – Unpaid Sick Leave

Any teacher on leave under Section 3-3. shall have his/her health and dental insurance continued by the School Committee unless he/she is eligible for coverage under a spouse's health insurance plan. Each year, any teacher on leave under Article 3-3., who is receiving health benefits, shall be required to sign an affidavit as to his/her eligibility for any other health coverage he/she or his/her spouse may have.

3-13. Credit for Leave Time

A teacher on leave with full pay or a portion thereof shall be given full credit for such time in all matters concerning his/her professional standing (e.g., seniority, longevity, retirement, appropriate placement on salary schedule, advanced increments, etc.).

3-14. Leave without Pay

The Superintendent shall, upon request, grant a leave of absence to each tenured teacher as follows:

3-14.1. For personal reasons, up to one (1) year, not renewable except by approval of the School Committee. The Superintendent shall approve a leave not exceeding two (2) years for employment in a governmental agency or employment which will be of definite benefit to the Coventry School District. No service credit, as outlined in Article 3-13., shall be established during any period of leave or renewal of leave for personal reasons. Personal leaves shall require the Superintendent's prior approval if the leave requested is less than thirty (30) school days and constitutes a second (2nd) request for such leave in any school year.

3-14.2. For teaching in the Armed Forces Dependent Schools, with a two (2) year limit. Such teaching shall establish service credit as outlined in Section 3-13.

3-14.3. For Exchange Teaching, Peace Corps, and Teacher Corps, each tenured teacher shall be granted upon request a leave of absence not to exceed two (2) years.

For service as an Exchange teacher, regular salary shall be paid to the teacher if the Exchange teacher's counterpart receives his/her salary from his/her own school district. Such Exchange Teaching shall establish service credit as outlined in Section 3-13.

3-14.4. Each tenured teacher, shall be granted, upon his/her request, a one (1) year leave of absence without pay for courses or plan of study approved by the Superintendent. Such leave shall establish full credit for seniority, longevity, and salary increments. Such leave can only be renewed by the School Committee on recommendation of the Superintendent.

3-15. Leave for Alliance Service

Teachers who are officers of the Alliance or are appointed to its staff may seek and shall be granted leaves of absence without pay up to one (1) year, not renewable except by approval of the School Committee, for the purposes of performing legitimate duties for the Alliance.

3-16. Military Leaves

3-16.1. Military Leaves of Short Duration

Provided a teacher is unable to arrange to perform military duty in a Reserve or National Guard unit during school recess or summer vacation period, such military leaves, not to exceed ten (10) school days, shall be granted, given timely appropriate notification.

Upon presentation of a copy of the military pay voucher, for each day of such absence, the School Committee shall make up the difference between that teacher's per diem rate of pay and the daily taxable military pay (exclusive of allowances).

3-16.2. Extended Military Leaves

A teacher who is inducted or activated in any branch of the Armed Forces of the United States shall be granted a military leave of absence for the duration of service plus ninety (90) days.

3-16.3. Other Credit for Military Service

A teacher, who has served on active duty with any branch of the Armed Forces of the United States, shall receive course credit for all experience related to education or to his/her particular subject matter. Such service in each instance shall be as though said teacher were a member of the bargaining unit prior to such instances and entitled to full benefits.

3-17. Government Test

Each teacher shall be granted his/her regular salary, without loss of pay, when required to be in attendance for a selective service examination, or other tests required by the United States government.

3-18. Court Service/Jury Duty

When any teacher is summoned to court in connection with Coventry School District affairs or in connection with cases in which personal interests of that teacher are not involved, said teacher shall receive that part of his/her salary that exceeds his/her pay for court service. Such leave shall establish service credit as established in Sections 3-12. and 3-13.

3-19. Quarantine

There shall be no loss of salary or sick leave allowance when a teacher is subject to quarantine by order of the Health Department. Such leave shall establish service credit as established in Sections 3-12. and 3-13.

3-20. Teacher Placement Following Leave

A teacher granted a leave of absence for two (2) years or less shall not relinquish his/her right to the specific assignment, if available, or a substantially equivalent position to the one held at the time his/her leave was granted.

3-21. Delegation of Authority

The Superintendent may delegate to Assistant Superintendents, Principals, or others his/her authority to grant certain leaves. The Superintendent shall cause such delegation to be posted in each school.

3-22. Commencement of Leave

All leaves shall commence on the first (1st) full day of absence.

3-23. Substitute Service while on Leave

A teacher on leave may be hired as a substitute upon his/her request. Such substitute service shall not constitute a termination of leave.

3-24. Maternity and Parental/Adoptive Leave

A teacher who becomes pregnant shall be entitled to take a leave of absence of either or both of the following two (2) types:

3-24.1. Maternity Leave

Maternity leave shall be defined as a temporary absence from work caused by pregnancy, up to thirty (30) work days immediately following the delivery within that school year.

The teacher must notify the School Committee, in writing, of her pregnancy and inform the School Committee in said notification of the estimated date at which her condition will prevent her from performing her teaching duties. The teacher must also notify the School Committee at the conclusion of the pregnancy of the estimated date at which she will be able to return to her teaching duties.

If the teacher's physician certifies, in writing, that said teacher is physically or mentally unable to work up to her delivery date, earlier departure shall be granted.

Under this option, the teacher shall be eligible to utilize her accumulated sick leave, upon request. All other fringe benefits shall remain in effect, at the expense of the School District.

If complications occur within thirty (30) work days after delivery and the teacher is physically or mentally unable to return to work, said teacher after the thirtieth (30th) day shall instruct her physician to notify the Superintendent, in writing, as to the nature of the complication and the anticipated length of absence.

It shall be understood that if the teacher fails to return to work immediately upon being certified by her physician as being physically and mentally able to return, or fails to request and subsequently receive authorized approval for additional leave provisions, said teacher shall be considered to have terminated her employment with the Coventry School District.

Maternity leave for a normal delivery shall be a maximum of thirty (30) work days paid leave whether taken before and/or after delivery.

The Section 3-3.2 provisions shall govern upon the teacher's return from maternity leave.

3-24.2. Parental/Adoptive Leave

A teacher, by reason of the birth of his/her child or adoption of his/her child under the age of sixteen (16) years, shall be entitled to elect parental leave for up to one (1) year after the birth or placement with the teacher in connection with adoption proceedings. Parental leave shall be without pay. A teacher electing parental leave must notify the School Committee in writing at least thirty (30) school days prior to the commencement of his/her leave whenever possible. The teacher must return at the beginning of the next school year in September. Such leave may be extended for a second (2nd) year at the discretion of the Superintendent, which shall not be unreasonably denied. If the teacher commences parental leave after December 1 of any year, he/she may take such parental leave in excess of one (1) year in order to provide for a return at the beginning of the school year in September of the following calendar year. A teacher electing this option shall notify the Superintendent, in writing, prior to February 1 of the school year in which the leave terminates of his/her intentions for the ensuing school year. If the leave commences after February 1, the teacher shall notify the Superintendent prior to the end of the school year. The provisions of Section 3-3.2 shall govern upon the teacher's return from parental leave.

The School Committee will maintain any existing health benefits in force for the first (1st) thirteen (13) consecutive work weeks of parental leave for teachers who have been employed for one (1) year. Thereafter, a teacher electing parental leave shall be afforded the opportunity to continue health benefit coverage at his/her own expense. Life insurance coverage may also be maintained during the period of parental leave at the expense of the teacher. Premiums due to the School District for continued health and life insurance coverage shall be paid by the teacher in accordance with billing procedures set forth by the School District. Failure by the teacher to pay the premiums when due shall result in the cancellation of coverage.

3-24.3. No service credit as outlined in Section 3-13 shall be established for any period of time taken as parental leave.

3-25. Notice of Return from Leave

A teacher on leave for a period of one (1) year or more shall notify the District of his/her intention to return on or before the first (1st) day of February immediately preceding the commencement of the next school year. The district shall initiate such process by writing to the teacher no later than January 15th asking for the teacher to declare his/her intentions for the ensuing school year.

ARTICLE 4 WORKING CONDITIONS

4-1. Class Size

The School Committee and the Superintendent shall make every reasonable effort, insofar as the availability of funds allow for additional school construction, to maintain class sizes at the following levels.

4-1.1. Elementary

It is agreed that in recognition of special needs of some students that the administration shall strive to maintain a fair and reasonable distribution of student placement in regards to those students who are diagnosed as experiencing problems identified through an Individual Education Plans (I.E.P.). Whenever possible, no students diagnosed as experiencing behavioral problems, identified through an I.E.P., shall be placed in a class where split grade levels at the elementary level has become a necessity.

If elementary class (K-5) size reaches capacity, inclusion of self-contained students into regular education classes shall be in compliance with IEP. Self-contained students included in regular education classes shall not be included in the class size maximum calculation. As appropriate, based on the student's IEP, the student shall be accompanied by a teacher assistant or teacher. If the student is included in a regular education classroom for more than fifty (50) percent of the instructional day, the student shall count in the class size maximum calculation. When possible, inclusion of self-contained students in regular education classrooms shall be on a rotating basis to create equitable numbers of inclusion students.

4-1.1.1. Grades K-2

Administration shall make every reasonable effort to maintain a class size maximum of twenty-two (22) students in grades K-2. In no case shall class size exceed twenty-three (23) students on any day on or after the third (3rd) Friday following the opening day of school. Overage forms for teachers of grades K-2 are hereby eliminated, as a ceiling has been placed on class size.

4-1.1.2. Grades 3-5

Administration shall make every reasonable effort to maintain a class size maximum of twenty- three (23) students in grades 3-5. In no case shall class size exceed twenty-five (25) students on any day on or after the third (3rd) Friday following the opening day of school. Overage forms for teachers of grades 3-5 are hereby eliminated, as a ceiling has been placed on class size.

4-1.2. Middle/ Secondary

No middle/secondary teacher (except physical education teachers) shall be required to carry a total daily teaching load in excess of one hundred twenty-five (125) students per day nor

an individual class in excess of twenty-eight (28) students, except as otherwise agreed to between the Administration and the Alliance. Physical education teachers shall not carry a total daily teaching load in excess of one hundred thirty-five (135) students per day, or an individual class in excess of twenty-eight (28) students.

4-1.3. Special Education

Class size shall be established and maintained in accord with State law.

4-1.4. Remedial Classes

In those cases where the District determined it appropriate and necessary to establish remedial classes, enrollment shall not exceed a maximum of ten (10) students; however, smaller classes shall be maintained wherever possible within the financial resources of the District.

4-1.5. Student Work Stations

In classes which require specific student work-stations, the number of pupils assigned shall not exceed the number of student work stations, nor shall it exceed the class size maxima, except upon mutual agreement between the Alliance and the Administration, and except that automotive, woodworking, carpentry, welding, ceramics and sculpture classes shall have a class size maxima of eighteen (18) students per class. Art classes other than ceramics and sculpture may not exceed the number of student work stations nor shall they exceed the class size maxima. A student work station in an art class is defined as a desk/table and chair. The technical education classes of Computer Assisted Design, Architectural Design, Landscaping, Drafting, Robotics, Photography and Digital Media and Culinary classes shall have a class size maximum of twenty (20) students per class. Work stations for all Family and Consumer Science classes shall be defined as a desk/table and chair, except that a station for Cooking classes shall be defined as four (4) students per stove/kitchen area; a station for Sewing classes shall be defined as two (2) students per sewing machine; and a station for Fashion Design shall be defined as four (4) students per fashion design cubicle. A station for Cosmetology classes shall be defined as a hair or nail station. Band/Chorus and Physical Education classes shall be excluded from the class size maxima.

4-1.6. Adjustment of Class Size

Five (5) school days shall be allowed for Administration to adjust for class size violations, which occur after the third (3rd) Friday following the opening of school.

4-2. Definitions

Regular assigned periods – are those periods in which the teacher is actively involved with the student(s) in the act of teaching or supervising.

Unassigned periods – are those periods during which a teacher is not assigned a regularly programmed teaching period.

Advisory/Support Periods – An advisory/support period is one (1) period in the high school A/B two (2)-day cycle of classes that is divided between advisory activities and time when a student can access extra support for learning.

Teacher of Special Subjects/Itinerant Teachers – are elementary librarians/media specialists and those teachers in elementary schools, who teach special subjects, including, but not limited to, art, music, and physical education.

Non-teaching tasks – are those tasks which do not require a certified teacher for proper performance, such as, but not limited to, clerical duties, lunch room supervision, playground supervision, bus duty, collection of monies, and any other tasks that can be properly performed by Personnel other than members of the bargaining unit.

Homeroom classes – are those classes in which students assemble in the morning. The time involved is a short period and is known as Homeroom period.

Secondary School Supervisory Duties – It is understood that the Alliance shall meet with the secondary school Principals to determine if supervisory duties are necessary and to determine which duties are appropriate. All certified secondary staff must be included in supervisory and other established duties, except where mutually agreed between the building principal and the Alliance.

4-3. Lunch/Recess Period

4-3.1. All teachers in the Coventry School District shall have a duty-free lunch period of at least thirty (30) minutes. In the event that any school in the School District is on a double or split session, where there is no lunch period, then the above provisions shall not apply.

4-3.2. Teachers in the elementary schools, in grades one (1) through five (5), shall in addition to a duty-free lunch period of thirty (30) minutes, have thirty (30) minutes of duty-free recess time. In no case shall a recess be less than fifteen (15) minutes. When the district implements all-day kindergarten, teachers of kindergarten shall also receive the duty-free lunch period of thirty (30) minutes, and thirty (30) minutes duty-free recess time.

4-3.3. Teachers in the secondary schools shall not be required to perform lunch room supervision duties. Any tenured teacher willing to perform lunchroom duty instead of study hall or corridor duty or other administration approved duties shall indicate this on his/her Program Preference Sheet.

4-4. Duties and Responsibilities

4-4.1. Insofar as possible, the Committee shall maintain a computer program to handle the necessary, but time consuming, paper work not being handled by the classroom teacher including, but not limited to, report cards, SLO/PDP data, RTI data/interventions and

attendance records. The district recognizes the importance of professional development in these programs to support implementation and thus shall provide timely training.

4-4.1.1. Teachers shall be provided three (3) school days to complete student progress reports.

4-4.1.2. Teachers shall be provided five (5) school days to complete report cards.

4-4.2. Teachers recognize that their responsibility to their profession requires performance of some duties that involve the expenditure of time beyond the regular working day.

Included within these duties and responsibilities are activities such as curriculum meetings, grade level/department meetings, parent meetings, parent-teacher conferences, student support/family engagement, attendance at annual open house, and extracurricular activities.

Teachers shall, in addition to the required attendance of at least one (1) open house each year, be available upon proper notice to attend and participate in evening parent/teacher conferences or other evening parental contact activities not to exceed a total of two (2) additional evening meetings per year.

For the purpose of this section, an evening activity shall be any activity which takes place after regular school hours wherein the Principal of the building requests attendance of the majority or all of the members of his/her teaching staff.

4-4.3. All health screenings are under the jurisdiction of the school nurse-teachers. It is their responsibility to see that the vision screening is done and followed up. School-nurse-teachers shall share all pertinent information with classroom teachers. The classroom teacher is relieved of the responsibility of vision screenings in the elementary school.

4-4.4. Upon request to the principal or curriculum coordinators, help may be made available to all teachers for the purpose of duplicating instructional and other materials.

All teachers shall be allowed to use the services of the district's copy center for the purpose of duplicating items directly related to teaching and learning. Teachers shall make every effort to plan in advance to maximize the use of the copy centers (and minimize the use of school-based copy machines). Teachers shall receive all duplication requests from the copy center within two (2) school days of submission. Teachers shall be given ample access to school-based copy machines for time sensitive items including, but not limited to, student work to be sent home for students who are absent, student make-up work, parent communications, IEP's and related communications. The administration may assign teachers a copy machine PIN number for school-based copy machines to track the number of copies being made by each teacher. Copy reports may be used to assess the district's copy program and to engage in discussions with teachers overusing school-based copy machines.

4-4.5. When requested by the principal, teachers shall be required to inventory books and supplies.

4-4.6. Homeroom/Advisory - There shall be a minimum of two (2) and a maximum of three (3) Homeroom/Advisory periods per week. Homeroom/Advisory is a shortened period of time in which teachers meet with a maximum of fifteen (15) students who do not count in their overall total of one hundred twenty five (125) because no planning, preparation, or grading/reporting is required.

At the high school level, teachers shall maintain the same students as the students' progress from grades nine (9) through twelve (12). Teachers shall be responsible for:

- Administering and/or implementing Advisory activities as defined and given by administration.
- Personalizing with students
- Monitoring, via checklists, students' progress on graduation portfolios through the graduating class of 2016.
- Beginning with the class of 2017, monitoring via electronic checklists of both Capstone projects and electronic portfolio profiles in the District's Student Information System
- Reviewing Capstone presentations
- Providing support/direction for students through the Capstone process

The two (2) teachers assigned to one (1) room for advisory shall decide by consensus or rotating seniority who shall remain to monitor students during the support period. The teacher who does not remain may be utilized for another supervisory duty not to exceed forty-five (45) minutes per cycle for one (1) semester and will rotate the duty with the other advisory teacher during the other semester. The Alliance agrees that if one Homeroom/Advisory teacher is absent on a short term basis (not to exceed two (2) consecutive advisories) the partner advisor shall not submit for coverage.

4-4.7. Common Planning Time (CPT) – School administration and/or District administration shall assign teachers to common planning time (CPT) focused upon the District Strategic Plan, District/School Improvement Plans, and/or educator goals. Teachers shall also provide student support and/or family engagement in accordance with 4-4.2 beyond the school day.

4-4.7.1. The model for High School CPT shall be as follows: Once per month the student advisory block shall be moved to the end of the day. Once per month students shall be dismissed prior to this last block to assure all high school teachers of eighty (80) minutes of CPT within school day each month. In addition to the eighty (80) minutes of within school day CPT, high school teachers shall also attend two (2) sixty (60) minute meetings for CPT/Faculty meetings beyond the school day each month.

4-4.7.2. The model for Middle School CPT shall be as follows:

Middle School core team teachers (English, math, science, social studies and special education) shall participate in a minimum of two (2) within school day CPT Sessions

each week (length of a regular class period). In addition to this within school day CPT, middle school teachers shall also attend two (2) sixty (60) minute meetings for CPT/Faculty meetings beyond the school day each month.

Each elective/exploratory and semester teacher shall be assigned CPT by administration based on one of the two (2) options outlined below:

1. Thirty (30) minutes of CPT a week. If administration chooses this option, the teacher shall be excused from one (1) after school CPT meeting each month.
2. Sixty (60) minutes of CPT after school two (2) times per month paid at the contractual hourly rate as outlined in Appendix B5-1. If the administration chooses this option, the teacher shall only be required to attend two (2) after school CPTs in total, both of which the teacher shall be paid at the hourly rate as outlined above.

4-4.7.3. The model for Elementary School CPT shall be as follows: The two (2) monthly data meetings/progress monitoring data input meetings shall constitute within school day CPT for Grades 1-5 elementary classroom teachers (special subject teachers are excluded from this requirement). Pre-Kindergarten and Kindergarten teachers are also excluded from within school day CPT. In addition to the within school day CPT, all elementary school teachers, including special subject teachers, Pre-Kindergarten teachers and Kindergarten teachers shall attend two (2) sixty (60) minute meetings for CPT/Faculty meetings beyond the school day each month.

4-4.8. Coventry High School Block Schedule (Note: Start and end times are approximate. In no case shall class periods be less than eighty (80) minutes. This does not apply to modified schedules developed to accommodate inclement weather/emergency delays, special events, special school functions/assemblies, testing schedules, and/or common planning time).

[SPACE INTENTIONALLY LEFT BLANK]

TIME	DAY 1	DAY 2	DAY 3	DAY 4
7:20-8:48 (88 min.)	A	E	B	E
8:53-10:20 (87 min.)	B	Advisory Support 8:53- 9:40 Advisory 9:40-10:20 Support	A	Advisory Support 8:53- 9:40 Advisory 9:40-10:20 Support
10:25-12:23 (87 min.)	C Lunch 1: 10:23-10:53 Lunch 2: 11:08-11:38 Lunch 3: 11:53-12:23	F Lunch 1: 10:23-10:53 Lunch 2: 11:08-11:38 Lunch 3: 11:53-12:23	D Lunch 1: 10:23-10:53 Lunch 2: 11:08-11:38 Lunch 3: 11:53-12:23	G Lunch 1: 10:23-10:53 Lunch 2: 11:08-11:38 Lunch 3: 11:53-12:23
12:28-1:55 (87 min.)	D	G	C	F

4-5. Unassigned Periods

In recognition of a teacher's need to attend to professional responsibilities essential to the fulfillment of duties relating to his/her regularly programmed teaching assignments, the School Committee agrees to provide unassigned periods as follows:

4-5.1. Middle/Secondary Teachers

Teachers in the middle school(s) shall receive at least one (1) unassigned period per day or at least one-sixth (1/6th) of the school day, exclusive of homeroom/advisory/RTI period. Teachers at the high school shall receive daily unassigned time equivalent to the length of a regular teaching period. High school teachers who are not assigned to a support period may be utilized for supervisory duties up to forty-five (45) minutes per four (4)-day cycle.

The two (2) teachers assigned to one (1) room for advisory shall decide by consensus or rotating seniority who shall remain to monitor students during the support period. The teacher who does not remain may be utilized for another supervisory duty not to exceed forty-five (45) minutes per cycle for one (1) semester and will rotate the duty with the other advisory teacher during the other semester.

4-5.2.1. Elementary Teachers

Elementary classroom teachers (Grades 1-5) shall be afforded two hundred ten (210) minutes per week of unassigned time, exclusive of recess and lunch, provided that administration may assign Grades 1-5 classroom teachers (excluding special subject teachers) to data meetings/progress monitoring data input for the length of a regular class period no more than two (2) times per month. Elementary classroom teachers shall be afforded two hundred ten (210) minutes of unassigned time, to be distributed over the five (5) day work week with a minimum of forty (40) minutes of unassigned time allotted per day. Special subject teachers, pre-kindergarten teachers and kindergarten teachers shall be provided one hundred ninety (190) minutes per week of unassigned time, exclusive of recess and lunch for special subject teachers and exclusive of lunch for pre-kindergarten and kindergarten teachers. Provided however, that Appendix B4-2 continues to apply to elementary teachers who are required to cover a class for a regularly assigned teacher of special subjects, where the principal or special subject teacher has not arranged for the class to be conducted at another convenient time. That is no compensation is afforded for the first two hundred eight (208) minutes of coverage, notwithstanding that as a result of such covers, the teacher has less than two hundred ten (210) minutes of unassigned time (which includes the two (2) district scheduled data meetings/progress monitoring data input) in any particular week.

4-5.2.2 When a teacher specialist (art, music, physical education, health, or library) is scheduled to take charge of a class, such period will be considered an unassigned period.

4-5.2.3. When a teacher specialist or supervisor is in charge of a teacher's class, the regular teacher is free to leave the room.

4-5.3. Notification of Leaving Building

Teachers are free to leave the building during their unassigned periods. Any teacher leaving the building must first sign out, recording the time of departure, and sign in upon return to the building, recording time of arrival.

4-6. Length of the School Year and Day

4-6.1. School Year

All part-time employees, including job share employees, shall participate in parent-teacher conferences without additional compensation.

The length of the school year shall be as follows:

For the 2014-2015 school year, the school year shall be one hundred eighty four (184) days. A maximum of three (3) days (without students) shall be reserved for district scheduled orientation/professional development. Two (2) district scheduled parent-teacher conferences beyond the school day equating to six and one-half (6.5) hours shall constitute the one hundred eighty-fourth (184th) day. Administration reserves the right to schedule these parent-teacher

conferences on instructional days. Teachers shall be paid at the hourly rate as defined in Appendix B5-1 for the third PD day.

For the 2015-2016 and 2016-2017 school years, the school year shall be one hundred eighty five (185) days. A maximum of four (4) days (without students) shall be reserved for district scheduled orientation/professional development. Two (2) district scheduled parent-teacher conferences beyond the school day equating to six and one-half (6.5) hours shall constitute the one hundred eighty-fifth (185th) day. Administration reserves the right to schedule these parent-teacher conferences on instructional days. Teachers shall be paid at the hourly rate as defined in Appendix B5-1 for the fourth PD day.

Professional Development days shall be five (5) hours in length and shall include a fifteen (15) minute break and a forty five (45) minute lunch. Preparatory/unassigned time shall be allocated only on professional development days, when they are scheduled on days in which teachers are also instructing students.

- A. The Coventry School System may provide an additional five (5)-hour professional development day at the base salary rate as stated in 4-6.1. above. Attendance shall be at the discretion of the teachers.
- B. The school year for guidance counselors shall be as determined by the Superintendent with the understanding that no more than five (5) days per year per counselor shall vary from the established school year of all other staff members. The five (5) days shall be contiguous to the school year.
- C. The District shall not be obligated to pay guidance counselors for work beyond the contractual school year in accord with Appendix B4-3. A program of flex time shall be used for guidance counselors with the understanding that guidance counselors shall not be out on parent/teacher conference days, or before or after a holiday or vacation. Flex days shall be mutually agreed upon by the individual and his/her Principal.
- D. The school year for curriculum coordinators shall include five (5) additional unpaid days beyond the contractual obligation of teachers, to occur after the close of school and concluded before the official opening of the subsequent school year, or any day mutually agreed upon by the individual and his/her Principal.

4-6.1.1 Any professional development offerings provided by the district must be differentiated by teacher needs as determined by their most recent teacher evaluation. If the PD being offered is not aligned to areas of need (as determined by a rating of less than a 4.0 on any indicator rating aligned to the PD) for teachers, then said teachers may opt out of the PD offerings without loss of pay. Teachers opting out shall submit proposals to their building administrator/the Superintendent, as appropriate, for approval of the alternative PD the teacher plans to participate in lieu of the District PD. The teacher assumes the sole responsibility for planning, resources, and costs for the alternative PD.

4-6.2. School Day

The length of the school day shall be a maximum of six (6) hours and thirty (30) minutes.

- A. Teachers shall report to school not less than five (5) minutes prior to the start of the school day and shall remain for not less than ten (10) minutes after the close of the school day with the total time not to exceed fifteen (15) minutes.
- B. Recognizing that individual student needs vary in regards to academic ability, attention, motivation, and learning styles, flexible schedules for teachers shall be allowed by mutual agreement of the Alliance President and the Superintendent.

4-6.3. Bus/Detention Duty

No teacher shall be required to perform bus duty or office detention duty.

4-6.4. School Calendar

The School Calendar shall be adopted by the School Committee upon the recommendation of the Superintendent based on the recommended calendar of the RI Association of School Superintendents. Such calendar shall be made an appendix to this Agreement. Prior to any changes in this calendar during the school year, the Alliance shall be consulted and be given an opportunity to make recommendations or suggestions.

4-6.5. Elementary school teachers shall be allowed access to their respective buildings/classrooms for seven (7) business days after the close of the school year, and seven (7) business days prior to the start of the school year for teachers.

4-6.6. Middle school and high school teachers shall be allowed access to their respective buildings/classrooms for five (5) business days after the close of the school year, and five (5) business days prior to the start of the school year for teachers.

4-6.7. The Middle School teacher (maximum one per team) who prepares the team's student schedules for his/her team shall be granted one (1) compensatory day. If two (2) teachers (per team) prefer to split the responsibilities, each shall each be entitled to half (1/2) a compensatory day.

4-7. Other Conditions of Work

4-7.1. Hiring of Substitutes

4-7.1.1. A substitute teacher shall be hired to cover classes of regularly assigned teachers when they are absent provided that substitutes are available.

4-7.1.2. Regular teachers called upon to replace a regular teacher absent from the classroom, shall be compensated at the rate specified in Appendix B-4.

4-7.1.3. The Administration shall be responsible for obtaining substitutes. Teachers shall log their absence into AESOP no later than one (1) hour prior to the start of school day except in an emergency. In the event of an emergency, the teacher shall contact his/her building principal, or designee, to report such absence.

4-7.1.4. The Committee shall hire a minimum of one (1) full-time school-based substitute each year for each building in the district. This person shall cover classes of regularly assigned teachers in their absence. The administration may also assign the substitute teacher to support instruction. The building-based substitute teacher shall be compensated at the district daily substitute rate as approved by the Committee. Teachers on lay-off shall be given first priority based upon certification (non-substitute) for the appropriate grade level. If the school-based substitute is a teacher on lay-off, compensation shall be fifteen dollars (\$15) above the daily substitute rate until the teacher reaches one hundred thirty-five (135) days at which time step and level is applied thereafter.

4-7.2. School Closing

When adverse weather conditions prevail to warrant the closing of school, the Superintendent or his/her designee shall post changes to the school day due to inclement weather through the Rhode Island Broadcasters' Association (RIBA) and Coventry Public Schools website and shall utilize an automated phone notification system for families and staff to the extent possible.

4-7.2.1. Early Dismissal & Staff Safety

In the event the District issues a delayed start of school due to inclement weather, teachers shall be permitted to arrive to their respective building assignments no later than thirty minutes, insofar as possible, prior to student's delayed start time.

In the event the District issues an early release for students due to inclement weather, teachers shall be permitted to leave after all students have left the building. A school-based administrator shall immediately inform teachers at such time.

4-7.3. Double/Split Sessions

In the event that any school in Coventry goes on double or split sessions, teachers presently employed shall have preference concerning their hours. Teachers presently employed shall be given consideration to substitute or teach both sessions. Teachers who teach double/split sessions shall be provided parking as defined in 4-8.8. Teachers who teach double/split sessions shall also be provided a desk, chair, filing cabinet and adequate space for storing materials safely for use during each teaching session.

4-7.4. Dress Code

All teachers shall present a professional appearance.

Specialized staff (such as physical educational teachers, physical therapists, occupational therapists, career and technical education teachers, etc.) may wear attire appropriate to their work. It shall be expected that when these faculty members engage in educational responsibilities outside their classroom setting, appropriate cover-ups such as sweat suits, lab coats, or shop coats shall be worn.

4-7.5. No Smoking Policy

To insure compliance with state law, there shall be no smoking by anyone in school buildings or on school property, owned, leased or rented, at any time. Teachers found to be in violation of this policy shall be included in the following administrative disciplinary system:

First Offense – Written warning with a copy in the teacher’s file

Second Offense – Three (3) day suspension without pay plus applicable RIGL fines and submission of evidence of enrollment in a smoking cessation program within five (5) school days of warning with a copy in the teacher’s file.

Third Offense – Five (5) day suspension without pay plus applicable RIGL fines.

Fourth Offense – Termination subject to grievance procedure and RIGL.

4-8. Additional School Facilities

The School Committee shall provide the following facilities:

4-8.1. Teachers shall have access to the office phone and pay for all personal calls.

4-8.2. Adequate washrooms for male and female teachers which are private, accessible, clean and comfortable shall be provided in all schools.

4-8.3. Upon the individual request of the teachers, a professional library collection shall be provided for reference and circulation.

4-8.4. Where practical, each school shall be provided with a clean and attractive teachers’ lounge on each floor and wing.

4-8.5. Equipment shall be available, within reason, for teachers’ use in every building. These shall include an adequate supply of computers, access to the internet, audio visual equipment, etc. The School Committee shall make every effort to maintain all such equipment in full working condition at all times.

4-8.6. Computers with Internet access and photocopy machines shall be available in each school for the use of teachers preparing instructional materials.

4-8.7. The necessary books, supplies, and equipment to run a classroom shall be

available in each classroom on the first (1st) day of school insofar as the materials have been received from companies supplying them.

4-8.8. Where practical, teachers shall be provided ample, off-street parking area for their automobiles.

4-8.9. In all new construction and/or renovations to present schools, teachers shall be provided a special lunch area and, when this is not a regular lunchroom, facilities for warming, refrigeration, and storing food shall be provided.

4-8.10. Each teacher shall be provided with a suitable desk, chair, file cabinet and adequate space for storing materials safely.

4-9. Scholarship Standards

4-9.1. The marks of a teacher entered in the pupil's record represent his/her evaluative judgment of the pupil's work. The teacher shall be considered to be expert in evaluating the work of the student and his/her integrity in marking the pupil shall be respected. The mark given by the teacher shall not be changed by another person unless by joint agreement of the teacher and his/her immediate supervisor.

4-9.2. The Administrator shall not set any limit on the number of pupils who pass or fail. Nothing in this agreement is intended to limit, however, the right of administration to establish expectations for teachers to address the needs of identified subgroups.

4-10. Interruptions

Classroom interruptions shall be permitted only in case of an emergency.

4-11. Curriculum and Textbook Selection

4-11.1. Teachers and curriculum coordinators shall receive notice when a curriculum committee of textbook selection is to be established. Teachers shall be solicited to submit recommendations in their area of instruction.

4-11.2. If time is available during the school day, teachers shall be allowed to participate in school, curriculum, and text book studies.

4-12. Health and Safety Standards

4-12.1. The School Committee, the Alliance, and all other school personnel shall conform to all Rhode Island Laws and Town Ordinances.

4-12.2. Special clothing and safety equipment used by students and teachers, and required by statute, shall be provided by the School Committee.

4-12.3. Teachers shall work under safe, clean, and healthful conditions.

4-12.4. Personal Property

The School Committee shall reimburse any member of the bargaining unit for any clothing or personal property damaged or destroyed in the course of the teacher's employment, provided such damage has not been caused by teacher negligence, and provided that the administrator to whom the teacher is responsible has been made aware of such personal property used in teaching.

4-13. Teacher Evaluation

4-13.1. Evaluation of teachers shall comply with the School Committee approved educator evaluation systems entitled: "Coventry Public Schools Educator Evaluation System" and "Coventry Public Schools Support Professional Evaluation System" as posted on the District web site. The electronic copies, posted on the District website, shall be initialed on each page by the Superintendent and the Alliance President as an indication of their joint agreement on the content of said copies. All monitoring or observation of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, inter- communication or audio systems, and other similar devices shall be strictly prohibited. No materials shall be placed in a teacher's personnel file without said teacher's knowledge.

4-13.2. Evaluations by Curriculum Coordinators

Curriculum Coordinators shall participate in the evaluation process of teachers, including, but not limited to developing improvement plans, conducting formal and/or informal observations, preparing written observation feedback notes on the template provided in the educator evaluation system, developing professional practice goals and developing student learning objective goals. Curriculum Coordinators at any level shall not write or sign evaluations of any teacher.

4-14. Teacher Personnel Files

4-14.1. No anonymous letters or materials shall be placed in the teacher's file.

4-14.2. No material, excluding references and information in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character, or personality shall be placed in the personnel file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its contents. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy. The maker of the file must affix his/her signature to it.

4-14.3. No matters pertaining to the grievance procedure shall be included in a teacher's file, nor shall any such matter be consulted in decisions regarding re-employment, promotions, assignment, or transfer.

4-14.4. Any teacher shall be permitted to examine and reproduce material in his/her file, except for recommendations or evaluations related to the process of evaluating the teacher for initial employment or subsequent promotions which were submitted to the School Committee or the Superintendent on a confidential basis.

4-14.5. Any complaints regarding a teacher made to the administration by any parent, student, or any other person will promptly be called to the attention of the teacher.

4-14.6. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Whether just cause exists in any case shall be subject to the grievance procedure.

4-15. General Working Conditions

4-15.1. The Superintendent of Schools shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect teachers. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect the teachers.

When teachers are responsible to more than one (1) supervisor, they shall be advised by their Principal of the exact division of such responsibility. The job descriptions of these administrative and advisory positions as they relate to teachers shall be made available to teachers and other members of the staff and shall be posted on the Alliance bulletin board.

4-15.2. Principals shall post a school organization chart showing the lines of responsibility and supervision of teachers and administrators in the school and of teachers and administrators coming to the school on a regularly assigned basis.

4-15.3. Special attention and supportive help and guidance in classroom techniques shall be provided to new teachers by the principal, assistant principals, supervisors, curriculum coordinators, and teacher mentors.

4-15.4. The School District shall maintain adequate service for individual testing, psychiatric help and other clinical services as required by the State Board of Regents on all levels of the school system. All pertinent information not of a confidential nature available to the School District pertaining to a child for whom a teacher is responsible shall be made available to the teacher by the child's case manager, guidance counselor and/or clinical building staff at the start of the school year or within a reasonable time after receipt from parents, caregivers or institutions.

4-15.5. All official notices pertaining to teachers shall be provided to all teachers via the district e-mail system.

4-15.6. A copy of current teaching programs and non-teaching assignments shall be available at each school.

4-15.7. Each school shall have a copy of the Committee Rules and Regulations and all amendments thereto available to all teachers.

4-15.8. Each school shall have a copy of school policies and all departmental policies available to all teachers.

4-15.9. The daily time schedule shall be posted on the bulletin board by the start of the school year.

4-16. Discipline Code

4-16.1. The School Committee and the Alliance agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have immediate support from administrators, who shall give the teacher effective and consistent support in each case. In an instance where a student is referred to the principal or the assistant principal, the teacher shall confer with the principal or assistant principal to provide the necessary information concerning the problems and shall provide a written statement at that time. The teacher shall readmit the student after appropriate adjustment has been made by the administration. In no way is this section intended to infringe upon or deny the right of a student(s) to due process.

4-16.2. Following such a conference, one (1) of several courses of action shall be taken. The child may be returned to the class with the understanding that he/she will correct his/her behavior. Depending upon the seriousness of the infraction, the child may be returned to the class while his/her case is being referred to one of the special services available.

4-16.3. In the event that a majority of teachers who work with a child in regular classes recommend suspension on a day-to-day basis, and the principal disagrees, the teachers shall address a request to the Superintendent, who shall meet with the principal and the teachers to determine if the child shall be continually suspended by the principal on a day-to-day basis.

4-16.4. Examples of offenses for which teachers may recommend a student's suspension from class or referral to the disciplinary officer are: profanity or obscenity, fighting, gambling, skipping class, deliberate and open defiance of authority, and inciting others to violence or disobedience, possession of pornographic literature, petty theft, petty vandalism and assault.

4-16.5. Conduct which may require principals or persons in charge to notify the police are: extortion, use or possession of alcoholic beverages, serious theft, vandalism, bomb threats or false bomb reports, possession of concealed weapons, possession of narcotics, arson, attempted arson or assault.

4-16.6. Suspension may result from persistent disobedience which interferes with the well-being of other students or which prevents the teacher from carrying out normal classroom activities. Suspensions must follow compliance with Rhode Island General Laws (RIGL).

4-16.7. A complete and current record of discipline cases as referred to in Section 4-16 shall be maintained for use as a basis for recommendations for administering penalties for serious misdemeanors, subject to and in compliance with all State and Federal laws.

4-16.8. Assault and/or Battery Cases

Principals or persons in charge shall report immediately to the Superintendent all cases of alleged assault suffered by or inflicted by a teacher in connection with employment. Whenever it is alleged that a person has assaulted a person, a written report of the incident and request for action shall be presented to the principal or person in charge within twenty-four (24) hours of the incident. The Principal and Superintendent shall cooperate with the teacher involved, in the investigation of the incident. In any reported assault or battery case the Administration shall immediately notify the Director of Compliance's Office to inform the teacher of his/her rights and obligations under the law in connection with the case in hand. A teacher of the School District involved in any assault and/or battery shall be afforded the services of legal counsel as supplied by the school liability insurance. A child who assaults a teacher shall be suspended/removed, on a day to day basis, until facts are made known and until appropriate action has been taken.

4-17. Special Education Classes

4-17.1. Special Education classes shall be grouped according to the Rhode Island Regulations Governing Students with Disabilities, as issued by the State Board of Regents.

4-17.2. Emotionally-disturbed students, who present severe disciplinary problems and impede the educational progress of the entire class, shall be given every priority in the referral testing program and every effort shall be made to have them properly placed upon the recommendations of the School Psychologist and Director of Special Services.

4-18. Class Assignments

Teachers shall be given the opportunity to work with classes of varying achievement levels.

4-19. In-service Training Programs/Professional Development (PD)

4-19.1. Any teacher asked to plan or lead professional development by Administration for the district shall be compensated in accordance with B-5-1. for both planning time and delivery of PD beyond time spent during the school day. Planning time compensation shall be capped at a total of two (2) hours, unless additional time is approved by the Superintendent in advance. In no way is this section meant to deprive a teacher of his/her right to refuse to plan/lead PD nor

abrogate his/her contractual rights or other rights provided under RIGL Title 16, Title 28, or other applicable State and Federal Laws.

Attendance at in-service training/PD programs or other special events outside school hours shall be voluntary. The Union shall encourage and promote attendance and facilitation at District sponsored voluntary professional development opportunities.

4-20. Immunization Shots

The School Committee shall make available, when recommended by the State Department of Health, immunization shots for all teachers and their families at the minimal cost of actual per capita expense to the School District and shall be on a voluntary basis.

4-21. Liability

The School District shall assume all legal and financial liability in connection with all activities carried out by teachers in the performance of their duties within the limits provided in the General Comprehensive Liability Policy described in Appendix D.

ARTICLE 5 ADVISORY BOARD

5-1. There shall be an Advisory Board to aid in the formulation and implementation of School District personnel policy, employment of certified personnel, transfers, building assignments, curriculum and textbook changes, and any other areas pertaining to the operation of the public schools wherein the Board's counsel and advice might be helpful in assisting the Administration and the School Committee.

5-2. The Advisory Board shall be made up of the Superintendent and three (3) other representatives appointed by the Superintendent, the President of the Coventry Teachers' Alliance and three (3) Alliance Executive Board members appointed by the Alliance President, and a ninth (9th) member to be selected by mutual agreement of the Administration and Alliance representatives of the Advisory Board. The Superintendent shall serve as chairman.

5-3. The Superintendent shall make available to the Advisory Board any and all information, upon request, which is needed by the Advisory Board to carry out its responsibilities.

5-4. The Advisory Board shall follow the rules of parliamentary procedure in accordance with Robert's Rules of Order.

5-5. There shall be a Curriculum Standing Committee that shall meet not less than six (6) times annually to provide advice and review to the Superintendent/Assistant Superintendent on matters related to curriculum, instruction and assessment. The curriculum standing committee shall include two (2) elementary, two (2) middle and two (2) high school teachers chosen by the CTA and six (6) administrators as well as the Assistant Superintendent for Instruction and President of the Coventry Teachers' Alliance or designees. Members may be added to the Curriculum

Standing Committee by mutual agreement of the administration and the Alliance. Members shall be compensated at the hourly rate for attendance at meetings.

The purpose of the Curriculum Standing Committee is to ensure that members of the CTA and Administration have reviewed and communicated to the staff reform efforts and proposed changes to curriculum, instruction, and/or assessment before action is taken by the School Committee.

ARTICLE 6 PROMOTIONS, TRANSFERS AND OTHER JOB OPENINGS

6-1. Promotions

6-1.1. Promotional Process

Promotional positions are defined as positions paying a salary differential and/or positions on the administrative supervisory level. All vacancies in promotional positions, including specialists and/or special projects teachers, except the position of Superintendent, shall be filled pursuant to the following procedure:

- A. Such vacancies shall be adequately publicized, which shall mean, at a minimum, that a notice shall be e-mailed to all teachers clearly setting forth a description of and the qualifications for the position, including the duties and salary. During the summer vacation, notices of such vacancies shall be distributed with pay checks. This shall happen whenever the deadline for filing said vacancy shall occur prior to the opening of school.
- B. Such notices shall be e-mailed as far in advance as possible before the final date when applications must be submitted, but in no event less than two (2) weeks.
- C. Teachers who desire to apply for such vacancies shall submit their applications, in writing, to the Superintendent or his/her authorized agent within the time limit specified in the notice.
- D. Such vacancies which are within the bargaining unit shall be filled on the basis of qualifications for the vacant post, provided, however, that if there were two (2) or more applicants equally qualified, seniority in the Coventry School District shall prevail.
- E. Such vacancies which are outside the bargaining unit shall be filled on the basis of qualifications for the vacant post, provided, however, that where two (2) or more applicants are equally qualified, preference shall be given to those applicants presently employed within the Coventry School District. The Superintendent's decision shall be final.
- F. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, gender, sexual orientation, or marital status.

6-1.2. The Superintendent shall make available, upon request, a full job description for all promotional positions now in existence.

6-2. Transfers

6-2.1. A teacher, who is involuntarily transferred because of program closings or population shifts, shall be given preference, by seniority (and current certification in use), for any vacancy within his/her school before any other transfers into that school take place. If no vacancy exists in the school, the involuntarily transferred teacher shall have the right to displace the least senior teacher in that school who has the same certification currently in use. For the purpose of this section, special education teachers who are assigned to self-contained classrooms and are involuntarily transferred/displaced, shall not bump into resource positions and vice-versa. These are considered separate classifications within certification. The only exception to this shall be the situation referred to in Section 6-2.2.

6-2.2. Any teacher, and/or curriculum coordinator, who was involuntarily transferred/displaced because of a grade or school closing or department staff reduction, shall have a once-only first (1st) choice to return to the prior department, grade, and/or curriculum coordinator position, only in the school from which the teacher had been involuntarily transferred, should such an opportunity arise, based on seniority.

6-2.3. Opening of New Elementary School

6-2.3.1. Teachers who are involuntarily transferred because of school or grade closing shall be given preference, by seniority, for vacancies in their grade-level within the new school before any other transfers into the new school take place.

6-2.3.2. In the event of the closing of an elementary school, the school administration shall identify the additional classrooms being added to remaining elementary schools to house displaced students related to the closing of an elementary school(s). The open positions so identified will be awarded by seniority to teachers from the closed school first (1st). After the identified positions are awarded, all other positions will be posted and follow the rules of the Job Fair.

6-2.3.3. Opening of New Elementary School / Early Learning Center

6-2.3.3.1. In the event of the opening of a new Early Learning Center, preschool, and kindergarten teachers currently in elementary schools whose preschool and kindergarten classrooms are being transferred to the New Early Learning Center shall be reassigned to the New Early Learning Center consistent with their certifications. Those reassigned teachers shall retain displacement rights to their positions and buildings of record. Displaced teachers may choose to go to job fair to bid, by seniority, for other positions that may be available in lieu of teaching in the New Early Learning Center. If said teachers are successful in bidding other positions they shall still maintain displacement rights to their original position of record. This provision shall not entitle any teacher to maintain displacement rights to more than one (1) position of record.

6-2.3.3.2. In the event the district moves to all-day Kindergarten (K), those teachers currently teaching K shall attend a separate job fair to be held in May preceding the start of the school year in which all day K is to take place. Current K teachers shall bid in accordance with Article 6.2.5. for the all-day K classrooms. If any classrooms remain open after this, they shall be posted at the regular job fair in June. K teachers who attend/bid at the May job fair may also elect to participate in the June job fair. If K teachers were displaced and unable to secure jobs in May, they must attend the June job fair to secure a position.

6-2.4. Opening of New Middle School

6-2.4.1. Sixth grade teachers (or teachers in the affected grades, as determined by Administration, as they pertain to changes in the middle school) who are involuntarily transferred because of school or grade closings shall be given preference, by seniority, for any sixth grade (or grade being displaced) vacancy within any middle school before any other transfers into any middle school take place.

6-2.4.2. Teachers who are involuntarily transferred because of school closings, program closings, redistricting or department staff reduction, shall be given preference, by seniority, for any vacancy in their present teaching areas within the new or existing school before any other transfers into the new or existing school take place. Placement shall be made in the following order:

(1) Existing middle school teams choosing to remain together: A lottery process shall be used in which the first (1st) team selected shall remain in the existing school, the second (2nd) team shall be assigned to the new middle school. This alternating placement shall continue until all such teams have been assigned.

(2) All remaining middle school teachers: A special job fair shall be held to fill all remaining middle school vacancies. Selection shall be determined by seniority.

6-2.5. Job Fair Transfer Process

6-2.5.1. Specialized positions which are not considered promotional in nature shall be filled as they are vacated or become available in accordance with 6-1.1. Specialized positions subject to this provision shall include: school psychologist, school social worker, physical therapist, occupational therapist, speech therapist, vision specialist, transition program teachers, math interventionists, professional development coordinators, alternative learning center staff, severe and profound special educators, and special educators who staff self-contained classrooms that meet students' social/emotional/behavioral needs. All other positions vacant and open for transfer shall be posted prior to a job fair.

The following positions are considered "district" positions: elementary reading teachers, math interventionists, elementary itinerants, professional development coordinators, school psychologists, social workers, physical therapists, occupational therapists, speech therapists, and vision specialists. The Superintendent or his/her designee shall assign "district" teachers to the specific location of their assignment for a term of three (3) school years. The Superintendent

shall assign teachers upon considering preference and seniority. Teachers shall submit their three (3) preferences for assignment.

All teachers shall be responsible to keep their current certification on file with the Human Resources office. Administration shall send out a reminder on or before March 1st of each year to update certifications. Teachers shall submit any new certifications to Administration by March 15th in order to use that certification at the June and/or any subsequent Job Fair prior to the beginning of the school year to bid into a new position.

6-2.5.2. A teacher shall be eligible to participate in the job fair only if he/she has at least a PPPR evaluation rating of “Effective” on his/her most recent evaluation.

Any teacher seeking to bid out of current certification in use from a secondary level position (middle school/high school) into an elementary level position OR from an elementary level position to a secondary level position (middle school/high school) for any certification he/she holds, must have the approval of the Superintendent or his/her designee prior to the job fair. Such request shall be made in writing (email preferably) at least two (2) business days prior to the job fair. The teacher shall be responsible to bring a copy of the written approval to the job fair. Unused approvals do not carry over from year to year and must be requested/renewed on an annual basis. The denial of approval by the Superintendent shall not be arbitrary or capricious and as such shall not be subject to the grievance procedure under this agreement.

A teacher not eligible to participate in the job fair may request authorization to participate from the Superintendent. The Superintendent may grant requests based upon the individual circumstances of the requesting teacher. Failure to approve such a request shall not be grievable under the terms of this agreement.

Selection shall be determined by certification, evaluation rating as defined in 6-2.5.2., Highly Qualified (HQ) status, and seniority. Teachers must bring proof of certifications, displacement letters, and approvals outlined in 6-2.5.2 to the job fair.

Vacant positions at the conclusion of the job fair shall be posted internally and on School Spring for ten (10) calendar days. Vacant positions shall be filled in accordance with 6-1.1.

6-2.5.3. Teachers wishing to transfer to a posted position must attend the job fairs, which shall be held within ten (10) days after the Financial Town Meeting and five (5) days prior to the first (1st) day of school. Selection shall be determined by certification, evaluation rating as defined in 6-2.5.2., Highly Qualified (HQ) status, and seniority. Teachers must bring proof of certifications and displacement letters to the job fair. The Superintendent and Alliance President jointly shall make exceptions to the required attendance, on an individual basis, who may be represented by proxy.

6-2.5.4. A teacher with a displacement/involuntary transfer letter shall have first (1st) preference for an open position identified within the displacement letter. If a position within a displacement letter is afforded to a teacher who refuses the position, such teacher shall forfeit the displacement status and rights to that position.

Prior to June 2015, the CTA shall supply the Superintendent with a list of all of the active displacement letters that eligible teachers hold. The list shall be reviewed and confirmed in accordance with personnel records and thus shall be considered the only valid record of displacements.

6-2.5.5. At a Job Fair no teacher may bid out of his or her area of certification if such change would result in the layoff of a teacher with seven (7) or more years of service (135 days in a school year excluding maternity/parental leaves) in Coventry Public Schools. All vacancies that occur after the beginning of the school year shall be considered vacant positions for the following school year.

6-2.5.6. Nothing herein prohibits the Superintendent from holding a job fair at other times with the agreement of the Alliance President.

6-2.6. Involuntary Transfers

6-2.6.1. The assignment of teachers by involuntary transfer shall be avoided whenever possible and will generally take place only in those cases where staffing alignment must be changed due to the elimination of a program, shift in student enrollment, decline in student enrollment, or just cause as determined by the Superintendent. The Superintendent shall confer with the Alliance President prior to involuntary transferring and re-assigning a teacher.

6-2.6.2. The assignment of a teacher to a class within the same subject area at the Middle School level or at the High School shall not be considered as constituting an involuntary transfer.

6-2.6.3 For teaching positions/assignments servicing special education, reading intervention (reading teachers) and/or math intervention (math interventionists), the Superintendent may displace a teacher for any one or both of the following reasons:

- if he/she is absent due to personal illness for more than fifteen (15) days in a school year three (3) or more years in a five (5) year period
- if a teacher is rated “Developing” or “Ineffective” for two (2) or more years in a five (5) year period.

Those teachers involuntarily transferred because of reasons above, and for any teacher whose most recent evaluation rating disqualifies him/her from bidding at the job fair AND who has also been displaced from a position, shall be assigned to the last position available at the job fair based on certification(s) held. If the last position is the position in which the teacher was displaced, the teacher shall be assigned the second to last position available at the job fair based on certification(s) held. If the aforementioned is not possible, the Superintendent may involuntarily transfer the least senior teacher in an area of the displaced teacher’s certification(s) held and reassign the those teachers.

6-2.7. Assignment Exchanges/Job Swaps

The principal shall have flexibility in staffing to the extent that staff may exchange assignments after initially established by contract without constituting a violation, providing the teachers are returned to their initial position for the next year so as to avoid conflict in staff assignment and teacher rights in regards to reduction in staff, shift or decline in student enrollment, or elimination of program. The Alliance will work to facilitate administrative efforts in this regard. Any exchanges made within the scope of this understanding shall be made only when mutual agreement is reached between the parties affected.

6-3. Other Job Openings

6-3.1. All job openings for which additional compensation is provided, including but not limited to, coaching positions in the school athletic program and teaching positions in the evening school, summer school and all federally funded programs shall be e-mailed to all teachers.

6-3.2. All qualified teachers regularly assigned to the Coventry School District during the school year who have filed written applications shall be employed to work in all programs, including evening school, summer school, and all federally funded programs before other personnel from outside the District. Any person presently employed shall not be affected by this section.

6-3.3. A list of appointed teachers shall be made available in the Office of the Superintendent for inspection by the Alliance or any teacher.

6-3.4. Extra-curricular activity assignments shall be filled on the basis of qualifications for the position provided however, that where two (2) or more applicants are equally qualified, the status as a regular teaching employee in the District or seniority on staff, whichever is applicable, shall prevail.

6-4. Filling Vacancies

6-4.1. Job descriptions and requirements for newly-created positions carrying an assignment title currently not in existence shall be posted on the district website and all staff notified through school email. Said vacancies shall be posted in accord with the procedures as set forth in Section 6-1.1. Otherwise all vacancies shall be filled within ten (10) school days from date following receipt of Superintendent's notice. In the event that such a vacancy or new position is to be filled during the summer, staff shall be notified through school email ten (10) calendar days prior to the closing date for filling the position or vacancy.

6-4.2. Vacancies arising as a result of a resignation, dismissal, transfer, unpaid leave, or death of an incumbent, which the Committee determines appropriate to fill, shall be filled by a certified teacher as soon as practical as determined by the Superintendent.

If a substitute teacher is utilized to fill a vacancy, he/she shall receive regular salary and fringe benefits in accordance with the Collective Bargaining Agreement, beginning with the forty-sixth (46th) day of service in this capacity.

This provision shall not be applicable to any vacancy occurring within sixty (60) days of the end of the school year.

6-4.3. A per diem substitute teacher filling the position of a regularly employed teacher, who is on leave and whose leave extends for a period in excess of ninety (90) days, shall, after ninety (90) continuous days, be considered a long term substitute and shall receive, from the ninety-first (91st) day, regular salary and fringe benefits (sick leave, pro-rated).

6-4.4. Teachers who are formally appointed by the School Committee to a teaching position with the Coventry School District to fill a temporary vacancy for a period of less than one hundred thirty five (135) days, or who are appointed to a position of less than half-time, shall, upon termination of services at the conclusion of their period of service, be considered as formally terminated from employment and shall not be eligible for placement on the district's layoff list nor eligible for recall, except as otherwise authorized by the Superintendent.

Long-term substitutes serving in a position for one hundred thirty five (135) days or more, are guaranteed an interview for the position for which they subbed.

6-4.5. In the event that the Committee deems it necessary to lay-off/suspend teachers for any reason, all lay-offs/suspensions shall be in the inverse order of their initial employment date and certification (i.e. last teacher hired is the first to be laid off within certification). All laid-off/suspended teachers shall maintain a right of recall by which the Committee shall reinstate said teachers in the inverse order of their lay-off/suspension and shall make no new appointments while there are available teachers on lay-off /suspension and they have had the opportunity to be reinstated to position for which they are qualified for. A teacher on lay-off/suspension shall have one (1) right of refusal to a position in the district in the first seven (7) years on layoff. If a teacher refuses a position for a second (2nd) time during that period, he/she shall be considered to have resigned from the district and shall be removed from the recall eligible list. Teachers on the recall list beyond seven (7) years shall not have a right of refusal.

ARTICLE 7 POLICY MATTERS AT THE SCHOOL LEVEL

7-1. Teacher Program/Preference Sheets

7-1.1. No later than Friday before the spring vacation, programming preference sheets shall be distributed to all teachers. Programming preferences shall be honored to the extent consistent with the provisions of this Agreement. All preference sheets shall be returned by May 5. No later than ten (10) days prior to the end of the school year, teachers shall be given the following tentative information on their programs for the next school year: subject and grades of subject to be taught; and any special information about particular classes teachers may be required to teach, and the grade and particular type of homeroom/advisory.

7-1.2. No later than three (3) school days before the end of the school year, all teachers shall receive their tentative total program for the following year, which shall include the periods and rooms where their assignments are scheduled. In consideration of the amount of time required to

plan lessons over the summer, administration shall strive, where reasonably feasible, not to change teacher schedules/programs after July 1st prior to the start of the school year.

7-1.3. Regular Assigned Periods

7-1.3.1 Middle/Secondary school teachers shall have no more than twenty five (25) periods per week or fifteen (15) periods per week if on a block schedule in accordance with 4-4.8.

7-1.3.2. In the event that teachers, whether at the request of the Administration or of their own initiative, wish to experiment with alternate modes of instruction, and there is joint agreement among two-thirds (2/3) or more of the classroom teachers affected and the Administration, then no teacher shall have an assigned schedule for more than seventy five percent (75%) of the total school day (or its equivalent) as defined in Section 4-6.2. And no teacher can be assigned to more than one hundred twenty five (125) students per marking period (except Physical Education teachers who may be assigned up to one hundred thirty five (135) students). Teachers in the middle/secondary schools may be assigned study hall/ corridor duty supervision, if said teachers have less than twenty five (25) teaching periods (or fifteen (15) periods per week if on a block schedule in accordance with 4-4.8), but total teaching periods combined with study hall/corridor duty supervision shall not exceed twenty five (25) (or fifteen (15) periods per week if on a block schedule in accordance with 4-4.8).

7-1.4. In a situation of choice between two (2) or more teachers, the teacher with the highest seniority shall be given preference, if the teacher's certification for the program and the numerical value on the last written evaluation are the same, except as otherwise provided for in Article 6-2.5.

7-1.5. Teacher Program Guidelines

7-1.5.1. Insofar as possible, teachers shall be programmed so as to have a maximum of two (2) lesson preparations. Program requests of teachers shall be taken into consideration. This policy shall be followed especially for beginning teachers and teachers having classes with maximum teaching loads.

7-1.5.2. The number of different rooms in which assignments occur shall not exceed two (2) within the limitations of scheduling.

7-1.5.3. Equitable standards shall be applied within each school for exemption from homeroom/advisory, building assignments, and for class size distribution.

7-2. Teacher Meetings

7-2.1. Regular meetings shall be scheduled in advance at the beginning of the school year by the principal and the teachers. Such meetings shall be limited to ten (10) within the school year.

7-2.2. Teacher meetings shall be limited to one (1) hour after the time of the regular school day.

7-2.3. An agenda shall be prepared in advance of the regular teachers' meetings by the Principal and the committee elected by the Alliance members in the school pursuant to Section 9-3.1. This agenda shall be distributed in advance to all teachers. Teachers' meetings shall be conducted by the principal or his/her designee in a manner which will encourage free participation by all present.

7-2.4. Emergency meetings may be called by the Principal. However, such meetings must be held during the supervisory time prior to or after the school day.

7-3. Certification

7-3.1. Only teachers who are certified by the Department of Education shall be appointed. Teachers shall be assigned to teach only in their areas of certification.

7-4. Non-Teaching Tasks

7-4.1. The parties agree that the responsibility of a teacher is to teach. Instructional and supervisory assistants employed by the School District must meet minimum educational and in-service training requirements established by the Department of Education and shall be utilized under the administrators to relieve teachers of non-teaching tasks.

ARTICLE 8 GRIEVANCE PROCEDURE

PURPOSE: It is the declared objective of the parties to encourage the prompt and informal resolution of teacher and Alliance grievances as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of grievances.

DEFINITION: A grievance shall mean a complaint by a teacher or Alliance Representative that (1) he/she alleges that he/she has been treated unfairly or inequitably; (2) he/she alleges there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement or of established policy or practice; (3) he/she alleges that his/her health, safety or liability is jeopardized by a condition that is possible for the administration to correct.

8-1. Level 1. Supervisor/Principal

A teacher and (if the teacher so desires) an Alliance Representative shall first discuss the problem with the school official serving as the teacher's immediate administrative supervisor (i.e., Principal).

8-2. Level 2. School

If the matter is not satisfactorily adjusted within two (2) school days after the last discussion, the teacher, with the assistance of an Alliance representative, (if the teacher so desires,) shall submit the grievance in writing within three (3) school days to such teacher's administrative supervisor (Principal) for satisfactory adjustment. Such grievance, in writing,

must be filed within fifteen (15) school days following the act or circumstances giving rise to the grievance and shall set forth the specific basis of the grievance. Such immediate supervisor may request a meeting with the teacher and/or an Alliance Representative (if the teacher so desires) prior to making his/her decision, but in any event must render his/her decision in writing, with copies to the teacher and to the Alliance, within three (3) school days of the written submission to him/her by the teacher.

8-3. Level 3. Superintendent

Failing satisfactory settlement within such time limit, the aggrieved may with the assistance of the Alliance Representative (if the teacher so desires) within three (3) school days after receipt of the written decision by his/her supervisor, appeal in writing to the Superintendent, and such writing shall set forth specifically the basis of the grievance. The Superintendent or his/her representative (and the teacher's principal or immediate supervisor, if the Superintendent so desires) shall meet with the teacher and the Alliance President within three (3) school days of the receipt by him/her of such appeal. The Superintendent shall give his/her decision in writing to the teacher and the Alliance representative within three (3) school days of the meeting.

8-4. Level 4. School Committee

Failing satisfactory settlement at Level 3, the aggrieved may appeal to the School Committee. Such appeal must be made within three (3) school days of receipt of the decision of the Superintendent, and must be in writing setting forth the basis of the grievance. The School Committee shall hold a hearing at a mutually agreed upon time no later than fifteen (15) school days after receipt of the appeal and shall render a decision in writing to the aggrieved and to the Alliance within ten (10) days after said hearing.

8-5. Level 5. Commissioner, State Board, Arbitration

If the aggrieved person/Alliance is not satisfied with the disposition of the grievance at Level 4, or if no decision has been rendered within ten (10) school days after the School Committee has heard the grievance, he/she may appeal the decision of the School Committee to the Commissioner of Education, to the Board of Regents or their designees, or alternatively, the aggrieved may proceed to arbitration, which shall be binding as follows:

A. Notice of intention to request submission to arbitration must be in writing addressed to the Superintendent of Schools, no later than ten (10) school days following the decision of the School Committee or the expiration of the time limits for making such decision, whichever shall first occur. A copy of such notice of intention to submit to arbitration shall be sent to the Superintendent by Registered Mail, return receipt requested. Within ten (10) days after such notice of intention to submit to arbitration, the School Committee and the Alliance shall agree upon a mutually acceptable arbitrator, location and time of hearing, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association, and an arbitrator shall be selected in accordance with the established procedures of the American Arbitration Association.

B. The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. He/she shall have the power to make appropriate compensatory awards. The decision of the arbitrator shall be final and binding upon the parties and all concerned. Fees and expenses of the arbitrator shall be borne equally by both parties. The arbitrator has thirty (30) days to render his/her decision in writing.

C. The Arbitrator's jurisdiction shall be confined to the determination of whether the specific act complained of in the written grievance violated the specific provision or provisions of this Agreement set forth in the written grievance.

8-6. General Provisions

8-6.1. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived by the grievant unless the parties mutually agree to extend such timelines.

8-6.2. Failure at any level of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed promptly to the next level. The time limits specified at any level may be extended in any particular instance by agreement between the parties.

8-6.3. Persons proper to be present for the purpose of this Article are defined as the aggrieved, the recognized Alliance Representatives and School Committee Representatives and witnesses. When hearings are held during school hours, persons proper to be present shall be excused without loss of pay.

8-6.4. A grievance arising from the action of an official above the rank of Principal, shall first be discussed with that official and, if not resolved, may be submitted to the Superintendent or his/her designee and processed in accordance with Level 3 above.

8-6.5. The Alliance shall have the right to appeal from the disposition of a grievance of any teacher or group of teachers at any level of this procedure in its own behalf.

8-6.6. Nothing in this Agreement shall be construed as compelling the Alliance to submit a grievance to arbitration.

8-6.7. No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

8-6.8. No grievance that is processed without the Alliance being represented shall be cited as a precedent.

8-6.9. The time limit indicated at each level of the grievance procedure shall be considered as the maximum time limit. This specified time limit may be extended by mutual agreement in writing wherever possible between the representative of the School Committee, the grievant, and

(if the grievant so desires) Alliance President. In the event that the grievance is initiated close to the end of the school year, the time limits set forth will be reduced so that the grievance procedure will be completed prior to the end of the school year.

ARTICLE 9 ALLIANCE PRIVILEGES AND RESPONSIBILITIES

9-1. Fair Practices

As sole collective bargaining agent the Alliance shall continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, gender, sexual orientation, or marital status.

9-2. Negotiations

9-2.1. All collective bargaining shall be conducted at the level of the School Committee. The School Committee or the Alliance may designate any person or persons to negotiate or bargain on its behalf. Negotiations shall be held at times mutually agreed upon by the parties.

Members of the Alliance Negotiating Committee shall upon arrangement, be excused from duty with pay for teaching time spent in negotiations or other scheduled occasions with the School Committee or its representative, with the provision made for substitute relief.

9-3. Alliance Activity at the School Level

9-3.1. The Principal shall meet upon request within five (5) days after a written agenda has been received, with a committee, elected by Alliance members in the school, and the Alliance representative to consult on school problems, policies and procedures.

9-3.2. At least one bulletin board shall be reserved at an accessible and conspicuous place in each school for the exclusive use of the Alliance for the purpose of posting material dealing with proper and legitimate business of the Alliance.

9-3.3. The Alliance shall have the right to place material dealing with the proper and legitimate business of the Alliance in the mailboxes of the teachers. In accordance with Rhode Island State Labor Relations Act, Title 28, Chapter 7, Section 13 of the General Laws of the State of Rhode Island, no rival organization shall have such privilege.

9-3.4. Members of the Executive Board of the Alliance and/or Building Representatives shall have the right to schedule Alliance meetings, in the school before or after regular class hours, and during the lunch time upon three (3) days notification to the principal, if feasible.

9-3.5. The Alliance shall be given a place on the agenda of the building teachers' meetings for reports and announcements.

9-3.6. The recruitment of teachers for membership in any teacher's organization shall be the responsibility of classroom teachers. Administrators shall not participate in this recruitment. No

members of the various administrative staff shall participate in the distribution of recruitment materials or in the collection of funds for any organization.

9-3.7. Building Alliance Representatives at the middle/secondary level shall be excluded from assignment to homeroom/advisory duty.

9-4. Alliance Activity at the School District Level

9-4.1. Alliance officers may use the communications facilities of the School District for the conducting of regular Alliance business. This includes telephone, duplication equipment, regular courier service, and e-mail. Any charge for toll calls shall be paid for by the Alliance.

9-4.2. The Superintendent shall meet at mutually agreeable time with the representatives of the Alliance to discuss matters of educational policy and development, as well as matters relating to the implementation of this Agreement.

9-4.3. One or more regular staff members of the Alliance or other official representatives of the Alliance are free to visit schools during school hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement, providing such visits would not interfere with the teaching duties of said representatives, or the regular teaching activities of the school.

9-4.4. The President of the Alliance shall be free to visit the schools to investigate the working conditions, teacher complaints or problems, or for any other purpose relating to Alliance affairs. His/her visits shall not interfere with teacher duties. As a courtesy to the principal, the President shall give a twenty-four (24) hour notice to the principal, if feasible, any time he/she visits a school to confer with the principal.

9-4.5. Teachers desiring to have Credit Union payments deducted from their regular bi-weekly check may do so by filing an individual request with the payroll section of the Human Resources Office. Deductions will commence no later than the second (2nd) pay period after the individual request has been filed.

9-4.6. In the event of an emergency the President of the Alliance or the building representative shall be relieved of his/her assigned duties to conduct that Alliance business which the President or the building representative and his/her Principal mutually agree cannot be conducted at any other time.

9-5. Information to the Alliance

9-5.1. The School Committee shall make available upon request to the Alliance any reasonable information, statistics, and records relevant to negotiations, grievances or necessary information for the proper and legitimate enforcement of the terms of this agreement.

9-5.2. The Alliance President shall be furnished a copy of the agenda of every School Committee meeting two days in advance of each regular meeting or special meeting of the

School Committee. Pursuant to Rhode Island General Laws, when an emergency meeting is called, the Alliance President shall be furnished a copy of the agenda as soon as possible.

9-6. Alliance Duty Provision

Either the Alliance President or the Chief Executive Officer, if from the secondary level shall be allowed two (2) additional unassigned periods per day (or its equivalent in another mode of instruction) in addition to the regular unassigned period. If at the elementary or special services level, he/she shall be scheduled for a one-half (1/2) school day schedule. If the Alliance seeks additional unassigned time for the Alliance President, the Alliance shall pay the district for each additional period beyond the two (2) unassigned periods provided in Section 9-6.

If the individual holding the Alliance position is an elementary teacher that teacher shall be assigned to a part-time program. Should that individual cease to hold that Alliance Office, he/she shall be allowed to bump the least senior teacher according to his/her last regular position of record.

9-7. Agency Shop

For each member of the bargaining unit who has not joined the Alliance and who has delivered to the Superintendent by September 30 of each year either a receipt indicating full agency fee payment for the entire school year or an irrevocable document to apportion it equally throughout the year, the School Committee shall deduct, at the same time it does so for Union dues, a proportionate share of the costs of securing the benefits conferred upon all members of the bargaining unit and said agency fee proportionate share shall be in an amount determined by the Alliance.

ARTICLE 10 SAVINGS CLAUSE

10-1.1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

10-1.2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in full force and effect.

10-1.3. There will be no waiver or modification of any of the agreements, terms or provisions contained in this Agreement by any teacher with the School Committee.

10-1.4. 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.

10-1.5. The rights and benefits of the parties provided in this Agreement are in addition to those provided by the Town of Coventry, State of Rhode Island, and federal law, rules, ordinances or regulations including, but not limited to, all applicable tenure, pension and education laws and regulations.

ARTICLE 11
EXPENSE OF PRINTING AND DISTRIBUTING AGREEMENT

The School Committee and the Alliance agree to share equally the cost of printing this Agreement in booklet form (through a union printer or Coventry Schools based program), and the Alliance agrees to bear the cost of distributing a copy of this Agreement to each teacher presently employed by the School Committee and to each new teacher hired by the School Committee.

ARTICLE 12
DURATION OF CONTRACT

The provisions of this Agreement shall be in effect at the beginning of the 2014-2015 school year and shall continue in full force and effect until the end of the 2016-2017 school year. The parties agree to meet no later than Spring 2016 in order to attempt to negotiate a successor agreement. The provisions of this agreement shall be maintained by both parties until a successor agreement can be reached and ratified by both parties. While the parties are negotiating in good faith to reach a successor agreement, the CTA agrees not to strike or pose a job action.

**APPENDIX A
SALARY SCHEDULE**

A1-1. Salary Schedule

The basic salary schedules for the three (3) year period of this contract shall be as follows.

STEP	2014-2015 (1%)	2015-2016 (2%)*	2016-2017 (2%)*
1	\$ 43,437	\$ 44,306	\$ 45,192
2	\$ 45,690	\$ 46,604	\$ 47,536
3	\$ 49,519	\$ 50,509	\$ 51,520
4	\$ 53,574	\$ 54,645	\$ 55,738
5	\$ 57,403	\$ 58,551	\$ 59,722
6	\$ 61,121	\$ 62,343	\$ 63,590
7	\$ 64,612	\$ 65,904	\$ 67,222
8	\$ 68,215	\$ 69,579	\$ 70,971
9	\$ 71,371	\$ 72,798	\$ 74,254
10	\$ 77,476	\$ 79,026	\$ 80,606

* Since the district received the irrevocable notice of retirement from twenty (20) teachers (ten (10) of which were effective at the conclusion of the 2014-2015 school year), the salary schedule for the 2015-2016 reflects an increase of 2% (and not 1.5%).

In exchange for the above, teachers retiring in these years shall be eligible to receive fifty percent (50%) of their health insurance premium paid by the district for two (2) school years after retirement. Thereafter, teachers shall be able to purchase health insurance through the district at the group rate until the member reaches the age of sixty-five (65).

A1-2. Longevity

Beginning in the 2012-2013 school year, no teacher shall be eligible for or receive, a 15th, 20th, 25th or 28th year longevity payment/service award, except that any active member who received a 15th, 20th, 25th, or 28th year longevity payment in the 2011-2012 school year shall continue to receive the same longevity payment that active member received in the 2011-2012 school year, until that active member becomes eligible to receive a thirty-fifth (35th) year longevity payment. A longevity payment of \$6,000.00 (six thousand dollars) shall be added to the annual salary of each teacher upon entering his/her thirty-fifth (35th) year of teaching service, at least twenty-five (25) years of which were served in the Coventry School District. Once a teacher receives a thirty-fifth (35th) year longevity payment of \$6,000.00 (six thousand dollars), that teacher shall no longer receive a 15th, 20th, 25th or 28th year longevity payment.

For example, a teacher who received a fifteenth (15th) year longevity payment in the 2011-2012 school year shall continue to receive his/her fifteenth (15th) year longevity payment, but shall

never receive a 20th, 25th or 28th year longevity payment. That teacher, if otherwise eligible, shall receive a thirty-fifth (35th) year longevity payment. Once that teacher receives the thirty-fifth (35th) year longevity payment that teacher shall no longer receive the fifteenth (15th) year longevity payment.

Teachers who received longevity payments in the 2011-2012 school year, or who were on unpaid leave in the 2011-2012 school year and otherwise eligible to receive longevity payments shall continue to do so, subject to the above, according to the following schedule:

Longevity	2011-2012
15th year	\$2,500
20th year	\$3,350
25th year	\$4,400
28th year/Service	\$4,900

A1-3. Advanced Increments

A1-3.1. The School Committee agrees to pay for credits earned beyond the BA degree in accordance with the conditions and the Advanced Credit Increment Stipend Schedule as herein set forth:

Both the Coventry Teachers' Alliance and the Coventry School Committee recognize the importance and benefit of high quality professional development in enhancing teachers' professional practice and, thereby, improving student performance. Both also recognize that not all professional development opportunities are of the highest rigor and effectiveness. To support Coventry teachers' efforts to participate in the kind of high quality professional development that contributes to their students' achievement, credits eligible for the advanced credit stipend must be acquired through one of the following ways:

1. A program leading to a Master's, CAGS, or Doctoral Degree relevant to the teacher's work with the Coventry School District;
2. Course work relevant to the teacher's current position offered through the Coventry School District;
3. Coursework subject to prior approval of the Superintendent of Schools or his/her designee, which shall not be unreasonably denied, including:
 - a. Graduate course work for middle and high school teachers in their primary subject areas;
 - b. Graduate course work in literacy, mathematics, science and/or social studies for elementary classroom teachers;

- c. Graduate course work in an elementary special subject teacher's primary subject area(s);
- d. Graduate course work for teachers at all levels providing student support services, e.g., special education, psychologists, social workers, etc., in their primary area;
- e. Course work in standards-based instruction

A1-3.2. Any teacher employed prior to the 1998-1999 school year shall be eligible for the BA + 30 stipend of \$1,800 (Eighteen hundred dollars) or the MA stipend of \$2,400 (Twenty-four hundred dollars).

A1-3.3. Any teacher hired beginning with the 1998-1999 school year shall be eligible for the advanced credit stipend only for those additional credits approved by the Superintendent and taken after earning his/her Master's degree. However, credits for coursework taken through the Coventry School District shall be eligible for the advanced credit stipend whether those credits are earned before or after earning the Master's degree.

A1-3.4. Any teacher hired beginning with the 1998-1999 school year shall be eligible for an advanced credit stipend for credits taken in a second Master's program, if the Master's program is in a teaching area which is offered in the Secondary/Elementary Schools, with the exception of any Master's program that qualifies for an administrator certificate.

A1-4. Advanced Increment Stipends

Effective 9/1/07 teachers shall be eligible for only one Advanced Increment Stipend, the highest for which he/she is eligible for any entitlement under this section earned on or after the first day of school in 2007. Entitlements earned prior to that time shall continue, until they expire, at the rate and in the same manner as heretofore.

Degrees Earned After 8/24/07	2014-2015	2015-2016	2016-2017
MA+15	\$5,750	\$5,750	\$5,750
MA+30 or CAGS	\$7,460	\$7,460	\$7,460
MA+45 or NBPTS	\$7,800	\$7,800	\$7,800
Doctorate*	\$9,050	\$9,050	\$9,050
RHODE Certificate	\$3,640	\$3,640	\$3,640

* Teachers who earn a doctorate shall be provided a discretionary day for professional studies.

Degree Earned Prior to 8/24/07	2014-2015	2015-2016	2016-2017
Bachelors+30	See A1-3.2	See A1-3.2	See A1-3.2
MA	See A1-3.2	See A1-3.2	See A1-3.2

MA+9	\$5,750	\$5,750	\$5,750
MA+30 or CAGS	\$7,460	\$7,460	\$7,460
MA+45	\$8,600	\$8,600	\$8,600
Doctorate	\$9,050	\$9,050	\$9,050
NBPTS Certificate*	\$7,800	\$7,800	\$7,800
RHODE Certificate	\$3,640	\$3,640	\$3,640

* See H-7 for requirement that National Board certified teacher will accept a mentoring assignment without any mentoring increment as part of the NBPTS stipend award.

A1-5. Tax Sheltered Annuity (TSA) Stipend

Teachers may contribute to a tax sheltered annuity, but the District shall not. TSA payroll deductions shall continue to be managed by the district.

**APPENDIX B
EXTRA CURRICULAR PAY
ADDITIONAL COMPENSATION**

B1-1. The School Committee agrees to reimburse members of the bargaining unit who are authorized to use their own private automobiles for the performance of school-related duties at the per mile rate as posted by the IRS.

Authorized mileage must be reported to the Superintendent's Office on a weekly basis each Friday for the preceding week.

B1-2. The School Committee agrees to reimburse all persons authorized to rent and operate an automobile in order to fulfill the necessary functions of his/her job.

B1-3. The School Committee agrees to reimburse teachers for pre-approved expenses incurred while attending approved conferences in their field.

B1-4. The School Committee agrees to reimburse teachers up to a limit of \$450 (Four hundred fifty dollars) in the 2014-2015 school year as an expense reimbursement for expenses incurred for purchases directly related to the teaching and learning of students. Teachers may pool their individual expense reimbursements to make larger purchases, with prior approval of administration. Administration shall have no more than thirty (30) days to grant or deny a teacher's request to pool expense reimbursements. In no case shall any teacher be reimbursed \$450 (Four hundred fifty dollars) in the 2014-2015 school year for expenses under this provision. Administration reserves the right to procure pooled items through the district's preferred vendors in order to achieve greater cost savings for staff and the district. All non-consumable supplies, materials and equipment purchased through this provision shall remain with the teacher(s) who purchased them for their classrooms, but are the property of Coventry Public Schools and shall be returned to the District upon the teachers' departure from the district. Teachers shall submit District reimbursement forms and validated receipts in order to be reimbursed.

B2. Extracurricular Activities-Financial Compensation - The following sports and clubs are identified for budgeting purposes. Meaning the School Committee may decide to not run one or more of the following for reasons including, but not limited to, funding and/or program re-alignment:

B2-1. Boys' Interscholastic Sports High School

Sport	#	2014-2015	2015-2016	2016-2017
Football Head Coach	1	\$7,270	\$7,270	\$7,270
Football Assistants	5	\$4,600	\$4,600	\$4,600
Hockey	1	\$5,320	\$5,320	\$5,320
Hockey Assistant	1	\$3,780	\$3,780	\$3,780
Basketball	1	\$5,320	\$5,320	\$5,320
Basketball Assistant	1	\$3,780	\$3,780	\$3,780
Baseball	1	\$4,680	\$4,680	\$4,680

Baseball Assistants	2	\$3,570	\$3,570	\$3,570
Wrestling	1	\$5,320	\$5,320	\$5,320
Wrestling Assistants	2	\$3,780	\$3,780	\$3,780
Soccer	1	\$4,680	\$4,680	\$4,680
Soccer Assistant	1	\$3,570	\$3,570	\$3,570
Track	1	\$4,600	\$4,600	\$4,600
Track Assistant	1	\$3,570	\$3,570	\$3,570
Volleyball	1	\$4,600	\$4,600	\$4,600
Volleyball Assistant	1	\$3,570	\$3,570	\$3,570
Indoor Track	1	\$5,180	\$5,180	\$5,180
Cross Country	1	\$3,570	\$3,570	\$3,570
Golf	1	\$3,570	\$3,570	\$3,570
Tennis	1	\$3,570	\$3,570	\$3,570

B2-2. Girls' Interscholastic Sports High School

Sport	#	2014-2015	2015-2016	2016-2017
Basketball	1	\$5,320	\$5,320	\$5,320
Basketball Assistant	1	\$3,780	\$3,780	\$3,780
Gymnastics	1	\$5,180	\$5,180	\$5,180
Gymnastics Assistant	1	\$3,780	\$3,780	\$3,780
Soccer	1	\$4,680	\$4,680	\$4,680
Soccer Assistant	1	\$3,570	\$3,570	\$3,570
Softball	1	\$4,680	\$4,680	\$4,680
Softball Assistants	2	\$3,570	\$3,570	\$3,570
Track	1	\$4,600	\$4,600	\$4,600
Track Assistant	1	\$3,570	\$3,570	\$3,570
Indoor Track	1	\$5,180	\$5,180	\$5,180
Volleyball	1	\$4,600	\$4,600	\$4,600
Volleyball Assistant	1	\$3,570	\$3,570	\$3,570
Cross Country	1	\$3,570	\$3,570	\$3,570
Tennis	1	\$3,570	\$3,570	\$3,570

B2-3. Boys' Interscholastic Sports Middle School

Sport	#	2014-2015	2015-2016	2016-2017
Basketball	1	\$3,780	\$3,780	\$3,780
Baseball	1	\$3,570	\$3,570	\$3,570
Soccer	1	\$3,570	\$3,570	\$3,570
Co-Ed Sport	1	\$3,570	\$3,570	\$3,570

B2-4. Girls' Interscholastic Sports Middle School

Sport	#	2014-2015	2015-2016	2016-2017
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Basketball	1	\$3,780	\$3,780	\$3,780
Softball	1	\$3,570	\$3,570	\$3,570
Soccer	1	\$3,570	\$3,570	\$3,570
Co-Ed Sport	1	\$3,570	\$3,570	\$3,570

B2-5. Non-Athletic Advisors High School

Advisor	#	2014-2015	2015-2016	2016-2017
Student Council	1	\$5,320	\$5,320	\$5,320
Student Council Asst.	1	\$1,150	\$1,150	\$1,150
Literary Yearbook	1	\$4,600	\$4,600	\$4,600
Radio Club	1	\$4,430	\$4,430	\$4,430
Cheerleader	1	\$4,430	\$4,430	\$4,430
Senior Class Advisor	1	\$4,110	\$4,110	\$4,110
Marching Band	1	\$2,810	\$2,810	\$2,810
Junior Class Advisor	1	\$2,810	\$2,810	\$2,810
School Play	1	\$2,810	\$2,810	\$2,810
Entry	1	\$2,380	\$2,380	\$2,380
Business Yearbook	1	\$2,380	\$2,380	\$2,380
Dance Club	1	\$2,380	\$2,380	\$2,380
Academic Decathlon	1	\$2,380	\$2,380	\$2,380
Math League	1	\$2,300	\$2,300	\$2,300
Science Club	1	\$2,240	\$2,240	\$2,240
French Club	1	\$2,240	\$2,240	\$2,240
Italian/Spanish Club	1	\$2,240	\$2,240	\$2,240
Nat'l. Honor Society	1	\$2,240	\$2,240	\$2,240
Sophomore Class	1	\$1,510	\$1,510	\$1,510
Freshman Class	1	\$1,210	\$1,210	\$1,210
Hugh O'Brien Club	1	\$1,100	\$1,100	\$1,100
Vica 1	1	\$1,100	\$1,100	\$1,100
Vica 2	1	\$1,100	\$1,100	\$1,100
Club Advisors	5	\$1,100	\$1,100	\$1,100

B2-6. Non-Athletic Advisors Middle School

Advisor	#	2014-2015	2015-2016	2016-2017
Yearbook	2	\$3,290	\$3,290	\$3,290
Student Council	2	\$2,600	\$2,600	\$2,600
Newspaper	2	\$2,380	\$2,380	\$2,380
Cheerleader	2	\$2,300	\$2,300	\$2,300
Cabaret	2	\$2,300	\$2,300	\$2,300
Math League	2	\$2,300	\$2,300	\$2,300
Nat'l. Jr. Hr. Society	2	\$2,340	\$2,340	\$2,340
Audio Visual Club	2	\$1,455	\$1,455	\$1,455
Club Advisors	6	\$1,095	\$1,095	\$1,095

Intramural	8	\$1,095	\$1,095	\$1,095
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B2-7. Elementary Advisors

Advisor	#	2014-2015	2015-2016	2016-2017
Safety Patrol	6	\$2,900	\$2,900	\$2,900
Yearbook	6	\$1,380	\$1,380	\$1,380
Clubs	18	\$1,095	\$1,095	\$1,095

B3. Additional Compensation

B3-1. The following shall receive additional compensation for the assumption of duties beyond the regular school day in the amounts indicated:

Advisor	2014-2015	2015-2016	2016-2017
Curriculum Coordinators HS	\$7,590	\$7,590	\$7,590
Asst. Athletic Dir.	\$5,980	\$5,980	\$5,980
Teacher Facilitators	\$3,430	\$3,430	\$3,430
Teacher Mentors	\$2,290	\$2,290	\$2,290
Bus Duty	\$1,200	\$1,200	\$1,200
Curriculum Coordinators MS	\$6,100	\$6,100	\$6,100
PBGR Coordinators CHS	\$4,600	\$4,600	\$4,600
RHODE Committee	\$3,120	\$3,120	\$3,120

One teacher facilitator at each elementary school shall be reinstated minimally for the 2014-2015 school year.

B3-2. Recognizing that among the responsibilities of Curriculum Coordinators are mentoring and peer coaching, the number of teaching periods of Curriculum Coordinators in the high school shall be a maximum of three (3) content classes and administration may assign Curriculum Coordinators to an Advisory period and Academic Lab. This position shall have a four (4) year term.

B3-3. There shall be a minimum of five (5) Curriculum Coordinators in the middle school(s). Each Curriculum Coordinator in the middle schools shall receive two (2) periods in addition to his/her regular unassigned period to perform the duties of the Curriculum Coordinator. This position in the middle school(s) shall have a four (4) year term.

B3-4. Dean of student position(s) are interviewed positions with the Superintendent and Alliance President ultimately reaching consensus on the candidate(s) prior to appointment. If no consensus can be reached, the recommendation of the interview committee prevails. The Superintendent and the Alliance President shall serve as joint chairs of the interview committee when filling the positions. Dean of students shall work five (5) days beyond the contractual school year at their per diem rate of pay. Primary responsibilities shall include student

discipline/management, student attendance, building management and safety, and other duties as assigned by the Building Administrator.

B3-5. The Assistant Athletic Director shall be given one (1) unassigned period in addition to his/her regular unassigned period to perform necessary duties if the Athletic Director is not a member of the bargaining unit.

B4. Payment for Teacher Cover(s).

B4-1. Secondary Schools

B4-1.1. Any teacher in the secondary schools who, during his/her unassigned period, covers for another teacher during that teacher's absence shall be paid at the hourly rate of pay, as defined in section B5-1, for each additional period after four (4) periods of such coverage.

B4-2. Elementary Schools

B4-2.1. In the elementary schools, when it becomes necessary for a regularly assigned teacher to cover all or a portion of a class of another regularly assigned teacher, he/she shall be paid at four (4) times the hourly rate of pay, as defined in section B5-1, pro-rated on the basis of the number of students, present that day, assigned from the absent teacher's class.

B4-2.2. In the event that a teacher specialist is unavailable to take a class at the regularly assigned time and does not make arrangements with the Principals to take the class at another convenient time, the classroom teacher shall be paid the hourly rate of pay, as defined in section B5-1., based on the number of minutes the teacher specialist would have been assigned to that class.

B4-2.3. A teacher specialist, who covers for a regularly assigned teacher during his/her unassigned period, shall be paid at the hourly rate of pay, as defined in section B5-1.

B4-2.4. Compensation at the elementary level shall be effective after the elementary teacher has covered a total composite of two hundred eight (208) minutes during his/her unassigned time (including lunch/recess) in any school year.

B4-3. Any teacher who works any additional days upon request for the Coventry School District shall be compensated at a rate equal to at least the per diem of his/her salary (as defined in Appendix A) for each day or part of a school day.

B5-1. Hourly Rate

The standard hourly rate for teaching services rendered in the following classifications shall be as set forth herewith. These rates exclude contracted teaching and substitute teaching (short or long term) by non-bargaining persons. Services include:

- a. Home Tutoring when authorized by the respective Principal/Director

- b. Night School Instructors
- c. Summer School Instructors
- d. Federal & State Programs directed through the School District
- e. RTI Team member

Rates of pay shall be:

2014-2015	2015-2016	2016-2017
\$34.00	\$34.00	\$34.00

Summer School/Credit Recovery rate

2014-2015	2015-2016	2016-2017
\$37.00	\$37.00	\$37.00

The Teacher Support Team Chairperson/RTI Chairperson may bill up to one (1) additional hour beyond committee time for reasonable and necessary actual time spent on preparation and writing a report.

B5-2. The Director of Continuing Education shall be reimbursed at a rate as established by mutual agreement between the parties.

B5-3. Teachers who provide leadership/coordination for services in B5-1 will be paid \$1.50 greater than that of the teachers' hourly rate.

APPENDIX C

C1. Term Life Insurance and Teacher Annuities

C1-1. The Committee shall provide a term life insurance policy and pay the premiums for same in the amount of \$50,000.

C1-2. Any teacher presently employed, purchasing at least \$50,000 additional life insurance and continuing until retirement, and all future employees purchasing at least \$50,000 additional life insurance beginning their first year of service and continuing until retirement, shall be given the option at retirement to buy the same amount of term life insurance as they have been purchasing consistently since 2000-2001 or date of hire (whichever was later) in addition to the \$50,000 provided by the district up to \$150,000 at his/her cost. The deadline for new teachers to apply for supplemental life insurance for purposes of eligibility for purchasing post-retirement supplemental insurance shall be forty-five (45) school days after the date of hire.

C1-3. Any and all past retirees (beginning from 1985-1986) who have maintained basic coverage since the date of their retirement, and who at the time of retirement also had in effect additional optional coverage for which optional coverage they were paying, may, commencing on December 5, 2000, maintain said optional coverage by paying the same rate in effect as of December 5, 2000. Anyone who chose not to accept optional life insurance (if it was available at the time of retirement, or failed to maintain basic) will not be considered eligible to purchase any additional insurance.

Any and all future retirees (after December 5, 2000) may obtain at the time of their retirement both the basic coverage and in addition thereto optional coverage for which they were paying. The rate for such coverage shall be the rate(s) in effect at the time of their retirement.

At age sixty-five (65) the total insurance is reduced by one-third (1/3) of its face value, but in no event in excess thereof.

The rates for basic coverage shall continue to be the rates paid heretofore. In the event that either basic and/or optional coverage is reduced for such reasons as permitted by the terms of the insurance policy, the cost of premiums shall be likewise reduced on a pro rata basis (i.e., if the coverage is diminished one-third (1/3), the premium shall be reduced accordingly). Said effective and applicable rate shall be frozen for all past retirees at the rates in effect as of December 5, 2000 or the rate at the time of their retirement, if the date is after December 5, 2000.

Any and all future retirees may obtain at the time of their retirement both basic coverage and in addition thereto optional coverage. The rate for such coverage shall be the rate(s) in effect at the time of their retirement.

In the event that either basic and/or optional coverage is reduced for such reasons as permitted by the terms of the insurance policy, the cost of premiums shall be likewise reduced on

a pro rata basis (i.e., if the coverage is diminished one-third (1/3), the premium shall be reduced accordingly).

Said effective and applicable rate shall be frozen for all future retirees at the rates in effect at the time of their retirement.

C1-4. Payroll deductions (twenty-six (26) installments) shall be made for tax sheltered annuities (see section A1-5) for those who desire same, providing at least a minimum of ten (10) persons request or are enrolled in the annuity program requested. Current enrollments accepted.

**APPENDIX D
LIABILITY**

The Coventry School District shall maintain a General Comprehensive Liability Insurance, which will pay on behalf of the insurance (all school personnel) all sums which the insured shall become legally obligated to pay as damages for:

A.	Bodily Injury		B.	Property Damage	
	Each Person	\$100,000		Each Occurrence	\$10,000
	Each Occurrence	\$300,000		Aggregate	\$25,000
	Aggregate	\$300,000			

The insurance company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false, or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The company shall not be obligated to pay any claim or to defend any suit after the applicable limit of the companies liability has been exhausted by payment of judgments or settlements.

APPENDIX E HEALTH AND DENTAL INSURANCE

The School Committee and Alliance agree to form a joint study committee to investigate healthcare related issues.

E1. Health/Dental Insurance – the Committee shall provide, furnish, and pay eighty two (82)% during the 2014-2015 and eighty-one (81)% during the 2015-2016 and 2016-2017 school years of the full premium on the following health and dental benefits, and all riders herein for all professional teaching personnel in the Coventry School District for individual and family plan coverage, except that the Committee shall provide, furnish and pay eighty-five (85)% for CTA members on Steps 1-9 during the 2014-2015 school year and eighty four (84)% for the 2015-2016 and 2016-2017 school years. If a CTA member reaches step 10 in the 2014-2015 school year, the Committee shall pay eighty-two (82) percent during the 2014-2015 school year; if a CTA member reaches step 10 in the 2015-2016 school year, the Committee shall pay eighty-one (81)% during the 2015-2016 school year; if the CTA member reaches step 10 in the 2016-2017 school year, the Committee shall pay eighty-one (81)% during the 2016-2017 school year.

During the 2014-2015 school year, teachers shall pay eighteen (18)% of the full premium annual cost to the district for health and dental insurance; during the 2015-2016 and 2016-2017 school years, teachers shall pay nineteen (19)% of the full premium annual cost to the district for health and dental insurance, in consideration of the step freeze in the 2012-2013 school year.

CTA members on Steps 1-9 during the 2014-2015 school year shall pay fifteen (15)% of the full premium annual cost to the district for health and dental insurance; during the 2015-2016 and 2016-2017, sixteen (16)% of the full premium annual cost to the district for health and dental insurance. If a CTA member reaches step 10 in the 2014-2015 school year, the member shall pay eighteen (18)% of the full premium annual cost to the district for health and dental insurance during the 2014-2015 school year; if a CTA member reaches step 10 in the 2015-2016 or 2016-2017 school years, the CTA member shall pay nineteen (19)% of the full premium annual cost to the district for health and dental insurance during respective school year.

Unmarried dependent students shall remain covered on all family plans through the end of the calendar year following their twenty-sixth (26th) birthday.

E2. Medical Plans – Coventry Schools shall provide a health and dental benefit plan consistent with the terms and conditions identified in Appendix E and Addendum A.

The School Committee shall provide for all members of the bargaining unit and for all eligible retired bargaining unit members and/or to their eligible spouse (or surviving spouse) pursuant to Section E (1) of this Article with the healthcare insurance benefits/coverages in the form of an individual plan, or a family plan as the case may be, subject to R.I.G.L. Title 28-7-49, and outlined below and in Addendum A:

1. Standard Preferred Provider Organization (PPO) Healthcare Plan:

The Committee shall provide a PPO plan, which shall be the standard health insurance plan. The PPO plan shall contain in and out of network benefits. Unless contrary to R.I.G.L. Title 28-7-49, at the commencement of this contract, the PPO plan's network shall not contain less than 90% participation by Rhode Island physicians and include the following acute care facilities (or their successors): Bradley Hospital, Butler Hospital, Hasbro Children's Hospital, Kent Hospital, Landmark Hospital, Miriam Hospital, Rhode Island Hospital, Roger Williams Hospital, South County Hospital Healthcare system, Women and Infants Hospital, Memorial Hospital, Westerly Hospital, Charlton Hospital, Fatima Hospital, and Newport Hospital. A summary of benefits of the standard PPO plan shall be appended hereto under Addendum "A" and incorporated herein. Additionally, a summary description of said PPO plan shall be available through the school district's Business Office and the Alliance Office.

2. Optional Healthcare Plans:

The Committee shall provide bargaining unit members access to optional healthcare plans in lieu of the standard PPO plan. These plans shall include an optional Indemnity plan, a PPO plan and a Health Maintenance Organization (HMO) plan, and these plans shall contain in and out of network benefits. Unless contrary to R.I.G.L. Title 28-7-49, at the commencement of this contract, the network of optional Indemnity, PPO, or HMO plans shall not contain less than ninety percent (90%) participation by Rhode Island physicians, and they shall include the following acute care facilities (or their successors): Bradley Hospital, Butler Hospital, Hasbro Children's Hospital, Kent Hospital, Landmark Hospital, Miriam Hospital, Rhode Island Hospital, Roger Williams Hospital, South County Hospital Healthcare system, Women and Infants Hospital, Memorial Hospital, Westerly Hospital, Charlton Hospital, Fatima Hospital, and Newport Hospital. Once enrolled in an optional Indemnity, PPO or HMO plan, individuals shall not be permitted to return to the standard PPO plan until the beginning of the ensuing school year. If the cost of an optional Indemnity, PPO or HMO plan is higher than the cost of the benefits/coverages of the standard PPO plan provided in Section A, Subsection 1 of this Article, individuals shall pay the difference via a payroll deduction. Conversely, if the cost is lower, the Committee shall pay the individuals the difference.

3. Change in Healthcare Insurer:

Following consultation and agreement with the Alliance, the Committee may change the healthcare plan provider at the beginning of the contract period, subject to the following conditions. Prior to any change in healthcare insurance plan provider, the Committee shall:

(a) Provide the Alliance with actuarial certification that any and all proposed modified benefit limit(s) or proposed modified level(s) of coverage is (are) actuarially equivalent to or greater than existing benefit limits or the existing levels of coverage. "Actuarial equivalence" is a term that is generally assumed to mean that two or more benefit plans provide the same expected value of benefits in total (as determined through generally accepted actuarial principles), through the specific benefits within those plans may differ. The actuarial analysis to determine actuarial equivalence will take into account the net value of all benefits including deductible, coinsurance, and out-of-pocket maximums;

(b) Demonstrate to the Alliance that the network for the plan under consideration is substantially equivalent or better in terms of providers. The demonstration shall consist of an analysis of the utilization and availability of network access to the benefits under Section A, Subsection 1 hereinabove. Unless contrary to R.I.G.L. Title 28-7-49, no consideration shall be given to any health insurance plan provider with less than ninety percent (90%) participation by Rhode Island physicians. Further, unless contrary to R.I.G.L. Title 28-7-49, no consideration shall be given to any health insurance plan provider, the network of which does not include the following acute facilities (or their successors) at the time coverage commences: Bradley Hospital, Butler Hospital, Hasbro Children’s Hospital, Kent Hospital, Landmark Hospital, Miriam Hospital, Rhode Island Hospital, Roger Williams Hospital, South County Hospital Healthcare system, Women and Infants Hospital, Memorial Hospital, Westerly Hospital, Charlton Hospital, Fatima Hospital, and Newport Hospital.

4. Hold Harmless/Change in Healthcare Insurer:

In the event the Committee elects to change healthcare insurance coverage as provided herein, it shall reimburse a covered individual whose primary care physician does not participate in the network of the selected healthcare insurer for any out of network costs incurred for services provided in the subscriber agreement. For purposes of this paragraph only, the term primary care physician shall include the following categories:

- a. internal medicine;
- b. family practice;
- c. general practice;
- d. pediatrics; and
- e. obstetrics and gynecology/primary care

A covered individual must have a relationship with a primary care physician at least thirty (30) days before the date the Committee changes health insurance coverage to qualify for committee reimbursement. In addition, the committee shall reimburse a covered individual for out of network costs incurred for treatment provided by a physician and/or other healthcare service provider (e.g. counselor) with whom ongoing treatment had been initiated at least thirty (30) days prior to the date the committee changes health insurance coverage.

Coordinated Benefits

Beginning on July 1, 2015, or at any point after, a teacher’s spouse (including common law spouse and domestic partner where applicable), ex-spouse, or ex-spouse who remains on the teacher’s coverage due to a requirement in his/her divorce decree (“qualified ex-spouse”) must obtain healthcare coverage through his or her employer, if such coverage is available. If such coverage is available, a spouse or ex-spouse may remain on a teacher’s health/dental insurance for the purpose of secondary coverage only. In no case shall a teacher or his/her family be responsible to pay any additional or any other out of pocket expenses for acquiring such coverage. The district shall reimburse each teacher/family member for any/all additional expenses related to the acquisition of such new coverage including, but not limited to, premiums, co-pays, any/all health (mental or physical) services, procedures, prescriptions, apparatus, etc equal to what is currently covered by the Coventry Public Schools health insurance plan. The

district shall reimburse teacher' within thirty (30) calendar days of submission of necessity of reimbursement if the teacher paid a bill/expense out of pocket. Likewise the district shall issue a check for payment to the employee for the total amount owed by employee/family member within thirty (30) days of submission.

Prescription Drug Bid

The District shall reserve the right to go out to bid for a prescription drug coverage provider at any time. The district shall provide at least sixty (60) days notice to the Alliance prior to the change in coverage. Any change in prescription drug coverage provider shall only result in prescription drug coverage that is equal to or greater than existing coverage AND costs that are equal to or less than those required by the employee under the existing coverage. The parties agree to expedited arbitration as follows if any dispute arises to the definition of "equal to or greater than" and/or "equal to or less than" Once the district has given the Alliance 60 days notice it shall have 30 days to produce the cover/fact sheet comparing the current with newly proposed prescription drug coverage provider. If the Alliance believes the change would result in coverage not in accordance with above, it shall have fifteen (15) days to submit directly to the American Arbitration Association or its agents (or other mutually agreed upon agent) under its rules/procedures for expedited arbitration. The district shall not change the prescription drug coverage provider unless/until it receives a ruling in its favor. If the ruling favors the Alliance, no such change shall be made.

E3. Delta Dental -- All teachers shall have the following dental coverage: \$2,000 maximum, Level I, II, III and IV and Adult Orthodontist Rider, individual or family, whichever is applicable.

E4. Health Insurance Stipend – Any teacher who elects to drop the district's health/medical coverage shall be paid a yearly stipend of \$2,800 if at least ninety (90) teachers sign up or as long as it is cost-effective to the District, except that any teacher on Step 1-9 shall be paid a yearly stipend of \$3,000. If a teacher reaches Step 10 during the 2014-2015 school year, that teacher shall be paid a yearly stipend of \$2,800. If a teacher reaches Step 10 during the 2015-2016 and 2016-2017 school years, that teacher shall be paid a yearly stipend of \$2,800. Any teacher who has not previously elected to take the health insurance stipend in lieu of coverage and who elects to do so in anticipation of a \$2,800 benefit shall be entitled to rescind his/her election if the ninety (90) teachers level is not reached or it is not cost-effective to the District and the payment in lieu of coverage remains at \$2,400.

If, however, during the year, the spouse of said teacher loses the medical coverage on which the teacher now depends, he/she shall be eligible to be immediately reinstated to health insurance coverage in the District in the next regular premium payment list. Teachers making such a request must make appropriate application to the Superintendent including showing of cause for same. A pro-rated portion of up to \$2,800 or \$2,400 stipend paid to the teacher shall be returned to the District immediately upon reinstatement to coverage. The implementation of this provision shall be reserved for those who can establish substantial change in coverage. Once a teacher has elected to receive this stipend, he/she cannot resume health insurance coverage with the District until and unless he/she can show a substantial change in coverage through his/her spouse.

E5. Health Coverage for Retirees (See Addendum B)

E5-1. The School Committee shall provide and furnish medical benefits for retiree and spouse as delineated in Appendix E1 and as further stipulated herein.

For consideration and clarification herein, a retiree shall be defined as any teacher officially drawing retirement pay from the R.I. Teachers Retirement System and whose last fifteen (15) years of teaching service have been in the Coventry School District.

Upon retirement the retiree and spouse shall be entitled to individual benefits as defined in Appendix E1 of this Agreement, beginning at age sixty (60) and going through age sixty-four (64), with the District paying the premium, not to exceed \$1,200 each. Any teacher hired beginning with the 2003-2004 school year, whose spouse is a member of the bargaining unit, shall not be eligible for double benefits.

Beginning in the 2003-2004 school year, (including those who retired during or after the 1990-91 school year), any retiree and spouse at age sixty-five (65) shall receive either Plan 65 for the lifetime of said retiree and spouse with the District paying the premium, not to exceed \$1,000 each, or if said retiree and spouse are not eligible for Medicare, then the School Committee shall contribute \$1,000 for the individual benefits as defined in Appendix E1 of this Agreement for the lifetime of said retiree and spouse.

The School Committee's obligation herein shall cease if the retiree or his/her spouse receives health care coverage from another source. However, if such health care coverage provides a lesser level of benefits than provided herein, the School Committee shall pay to the health care provider the additional premium required to provide benefits comparable to those provided herein, not to exceed the twelve hundred dollar (\$1,200)/one thousand dollars (\$1,000) limit cost of the plan provided by the District. If the health care program otherwise available to the retiree or his/her spouse ceases to be provided at any time, then the School Committee's obligation to pay for health care coverage as provided herein shall resume. If the retiree previously had Blue Cross, this will be immediate; if coverage was from another plan, then transfer will occur during the next open enrollment.

Each year, retirees who are receiving benefits herein shall be required to sign an affidavit as to any other medical coverage they or their spouse may have. Such affidavit shall be sent to each retiree, no later than January 1 of each contract year, and shall be submitted to the School Committee no later than March 1 of each contract year. Should the retiree fail to file the affidavit with the School Committee in a timely fashion, the School Committee shall be relieved of its obligation to provide continued health care coverage herein.

A two percent (2%) surcharge shall be added to the cost of retirees' health coverage for a period of three (3) years beginning at retirement.

E5-2. Teachers retiring from teaching service who are officially drawing retirement pay from the R.I. Teachers Retirement System shall be eligible to remain on the District's health plans,

from their effective date of retirement, subject to their payment in advance of the quarterly premium required and in order to maintain this coverage as may be established by Insurance Carrier from time to time. The requirements of the COBRA Act shall be considered as having been fulfilled at the conclusion of the first eighteen (18) months of retirement.

Failure to make appropriate premium payment shall cause termination of eligibility for this benefit.

APPENDIX F

All benefits granted herein shall be in accordance with the provisions as stipulated by the carrier.

APPENDIX G

Benefits – Part-Time Teachers

The providing of all benefits of this Agreement to less than full-time personnel (full-time meaning the normal work schedule for the majority of members of the bargaining unit) shall be with the understanding that the part-time teacher must furnish at his/her own expense, that portion of the District's cost which represents that portion of the normal work day for which he/she is not employed.

Part-time teachers who elect to participate in the District's programs, which require their contribution of a portion of the premium, must maintain their status in whatever program they opt to enroll in for the entire year and shall have payroll deductions facilitating same according to the preceding paragraph.

All part-time teachers shall be hired at the minimum of a one-half (1/2) teaching position (excluding PT, OT, and Psychologist positions).

APPENDIX H NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS CERTIFICATION

The Coventry School District and the Coventry Teachers' Alliance believe in the value and importance of professional growth and development for teachers as essential in helping students achieve high standards. The District and the Alliance recognize the National Board of Professional Teaching Standards certification process as a highly effective means for teachers to engage in this essential professional development.

H1. The District and Alliance will encourage teachers to voluntarily undertake the assessment process to become National Board Certified Teachers.

H2. The District will pay the application fee for up to seven (7) teachers as selected by the Advisory Board process (Article 5) to undertake the National Board certification process each year. Teachers who have completed the Board certification process, will be expected to work the following year 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 twenty-sixth (26th) pay period of that same school year.

H3. Teachers who complete the process, but who do not achieve certification, shall be responsible for any National Board certification application fees in future years.

H4. The District will assist and support the efforts of National Board certification candidates, using restricted professional development sources, by providing up to five (5) professional development leave days, and providing loaned materials and equipment such as video cameras, editing equipment and computers, that the District owns. Professional development leave days shall be used exclusively for activities related to the National Board certification assessment process.

H5. Completing the National Board certification assessment process but not acquiring certification qualifies a teacher to receive six (6) District-approved credits towards the advanced increment schedule. The teacher shall provide verification that he/she has completed the certification process.

H6. The teacher shall begin receiving compensation at his/her new level in accordance with the present policy for advanced increment compensation. (See A1-3)

H7. It is important for National Board Certified teachers to continue to work with the students of Coventry in the classroom. The District and Alliance will explore other possible roles that Board-Certified teachers may play in the improvement of education provided for Coventry students. Such other roles and activities may include, but not be limited to, planning and delivering professional development, facilitating school change, and/or developing curriculum. Board-Certified teachers will accept mentoring assignments, and thus share with other teachers the knowledge and abilities represented by the NBPTS Certificate, without any additional mentoring increment, while the teacher is receiving this NBPTS increment. NBPTS certified teachers will not be assigned to mentor more than one (1) teacher at a time.

APPENDIX I R.H.O.D.E.

Recognition and Honoring Of Demonstrated Excellence

Coventry Public Schools and the Coventry Teachers Alliance have designed the voluntary RHODE process for tenured teachers to demonstrate their personal commitment to rigorous professional development and outstanding teaching performance. The RHODE process consists of a portfolio developed by the candidate specifically for the RHODE review, and, an evaluation of that portfolio by a RHODE panel. The RHODE panel will consist of two (2) National Board Certified Teachers and two (2) administrators from the Coventry Public Schools. The panel will determine if the quality and rigor of the evidence represent the highest levels of excellent teaching. Successful applicants must achieve either a four (4) or a five (5) in each portfolio element. The decision of the panel cannot be appealed. Excellent performance will be recognized with a RHODE stipend, as defined in Appendix A1-3 of the *Agreement between the Coventry Teachers Alliance and the Coventry School Committee*.

A letter of intent must be submitted to the Superintendent's office by the end of September of the school year in which the teacher intends to apply. The deadline for submission of the completed RHODE portfolio will be the last Friday in April of the same school year. Student work submitted as evidence must be completed during the year of application.

Unsuccessful candidates are allowed to resubmit elements of the portfolio eligible for banking during the following school year only. If a candidate is unsuccessful in a two (2)-year cycle, candidates must reinitiate the entire process.

ADDENDUM A
(See Appendix E)

Health Concerns

All employees covered by this Agreement shall have the benefit of a health insurance program as set forth below, provided, however, that the District has the right to change the health carrier in accordance with the following provisions, which are intended to insure that the plan provided as a result of the change shall not result in any reduction of services or benefit levels for bargaining unit members.

- A. Any new carrier will cover pre-existing conditions covered under the previous plan of all plan participants.
- B. The specific benefits of any new carrier will be at least equal in composition to the benefits that are currently provided by the District to all bargaining unit members.
- C. The extent of the choice of participating health providers, including physicians, under any new plan shall not be substantially less than the choices available to bargaining unit members under the plan(s) in effect at the time of any change.
- D. Consultation will take place with the Alliance to verify that the terms of this Agreement would be fulfilled, with initial consultation occurring upon the determination by the Administration that an alternate plan is to be considered.
- E. In the event that the Alliance believes the District's determination to change to a specific carrier will result in a violation of the intent of this Agreement, the parties agree that they will participate in expedited arbitration to prospectively litigate the issues as follows:
 1. After all efforts to resolve any differences have been completed, the Alliance must notify the School District, not later than thirty (30) days following the District's determination to change the health carrier, of its intent to arbitrate such differences in accordance with the expedited arbitration rules of the American Arbitration Association.
 2. The arbitrator selected shall have expertise in health care issues and must render a decision within thirty (30) days of the close of any expedited hearing.

The health plan provided shall include individual or family membership, payment of which shall be borne as otherwise provided in this contract, and shall provide that unmarried dependents students remain covered on all family plans through the end of the calendar year following their twenty-sixth (26th) birthday. Probationary teachers are to be included commencing with the month following the date of hire.

Whenever the term carrier is used in this Agreement, it shall include any insurer, provider or health care entity contracted by the School District to provide health benefits to employees. All benefits granted herein shall be in accordance with the provisions as stipulated by the carrier.

BENEFITS/COVERAGE SUMMARY OF STANDARD PPO PLAN

(More specific benefits/coverages are set forth under the *Subscriber Agreement in effect* during the life of the Contract)

COVERAGE GUIDELINES:

50% Cov for OP BHCD for RI or Othr Plans Non-Ntwk PPO Prov; 80% Cov all Svc Othr RI or Othr Plans Non-Ntwk PPO Prov up to an OOP Mx \$3000 1/3 Per Fam Calyr Aggr BT Hosp & Surg-Med LOB Excl Pedi/IVF/BH/CD; Cov Infertility Treatment

HOSPITAL COVERAGE:

Unlimited Days of Care (includes medical/surgical and Inpatient Mental Health Care)
Semi-Private Room
Emergency Room Care (no authorization required)
\$100 Emergency Room Care Co-payment (waived if admitted)

SURGICAL/MEDICAL COVERAGE:

12 Chiropractic Visits per calendar year
Durable Medical Equipment (80% coverage; no dollar maximum)
Diagnostic Tests, Lab and X-Ray Coverage Including Mammograms and Pap Tests
Office Visit Coverage
Inpatient/Outpatient Surgery, Anesthesia Coverage
Maternity Care
\$25 Office Visit Co-payment per Individual Session for Outpatient Behavioral Health/Chemical Dependency; \$25 Office Visit Co-payment Per Group Session for Outpatient Behavioral Health/Chemical Dependency
\$25 Office Visit Co-payment (excluding chiropractic visits)
\$25 Office Visit Co-payment for specialists, including but not limited to, Allergy, Dermatology, Obstetrics/Gynecology, and Chiropractic visits.

\$50 Office Visit for Urgent Care
Injectable Prescription Drugs Covered

80% Cov to MM Like Benefits when Packaged w/Preferred Rx (Opt 2) Clinic, Home Inf, HomeCare, Prosth, DME, PDN, Card Rehab, Amb, Prof Ther, Inj, Oxy, Supplies; \$7 Gen/\$25 Brand Per Month Supply for Pharmacy Submitted Injectables

PREVENTIVE CARE:

Mammograms

Pap Tests

PSA Tests

Well Baby Care - \$15. Co-payment Per Visit, then 100% Coverage up to Allowance

PRESCRIPTIONS:

\$5 (generic drugs), \$10 (preferred brand name), and \$30 (non-preferred brand names have generic or brand name alternatives): 30-day supply

Miscellaneous Benefits:

Student Coverage to Age 26

No Lifetime Maximum

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

Organ Transplant Coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, liver, pancreas, or small intestine transplants

Radiation Therapy Services Paid in Full

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

Managed Benefits Program:

Authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining pre-authorization when using the healthcare carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers.

Routine Eye Exams:

\$25 co-payment – one routine exam per calendar year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$25 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only

Prescription Eyeglasses (lenses and /or frames) and/or Contact Lenses: Reimbursement up to a \$100 maximum for one prescription eyewear purchase per calendar year

Inpatient Chemical Dependency:

Detox: up to 5 admissions or 30 days in any calendar year, whichever comes first. Rehab: hospital network or community residential care services for chemical dependency treatment facility covered up to 30 days in any calendar year.

Outpatient Mental Health: up to 30 visits per member, per calendar year (medication visits are unlimited)

Outpatient Chemical Dependency: limited to 30 hours per member, per calendar year for facility-based or office-based counseling or in your home

Physical, Speech & Occupational Therapy – Outpatient: 100% coverage after a hospital stay in the outpatient hospital department; or homecare program, 80% coverage in a provider's office

Private Duty Nursing & Ambulance: 80% coverage

Municipal Ground Ambulance: 80% coverage

Air and Water Ambulance: 80% coverage

Home & Hospice Care: 100% coverage; in lieu of hospitalization; doctor, nurse, home health aide visits and home infusion therapy

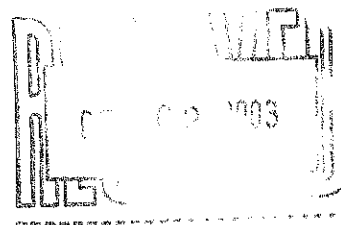
Dependent Coverage: Spouse and unmarried children through the year in which they turn age 19 (or age 26 if a full-time student)

ADDENDUM B
Insurance Coverage for Retirees
The inclusion of Dental Benefit Within
The Health Benefit Provision of Contract (See Appendix E5)

1. For the purpose of this Addendum agreement only, Health Coverage shall be defined as Health and Dental insurance.
2. Except as otherwise provided herein, retirees who are eligible must select the full program, including both Health and Dental, or he/she will be considered to have waived his/her eligibility rights.
3. A retiree who has attained the age of 60 years or older and who has coverage under his/her spouse's plan shall be eligible for the contractual premium allowance as follows:
 - A. By purchasing health coverage benefits within a spouse's plan, beyond the benefits already provided, not to exceed the benefit levels in the District's plan, the cost shall not exceed the premium cost the District pays for its own plan benefits. Where the primary health care provider will allow, the premium for such coverage shall be paid by the District directly to the carrier. In the event that the primary carrier will not accept such payment, the premium amount shall be paid directly to the retiree, subject to the issuance of a 1099 form at year end; and/or
 - B. By purchasing dental benefits when such benefits are not included in a spouse's plan, a retiree and/or his/her spouse may enroll in the District dental plan as an individual, provided that the District's contribution for such coverage shall not exceed the contract premium allowance limit.
4. A retiree who has attained the age of (See Appendix E5) years or older and who maintains coverage in a non-District plan, other than that obtainable through a spouse, shall not be eligible for the District dental coverage, but will be eligible for the contractual premium allowance necessary to cover the cost of non-District health benefit, not to exceed the contract premium allowance limit. Where the primary health care provider will allow, the premium for such coverage shall be paid by the District directly to the carrier. In the event that the primary carrier will not accept such payment, the premium amount shall be paid directly to the retiree, subject to the issuance of a 1099 form at year end.
5. No retiree or his/her spouse shall be eligible for the contracted premium allowance prior to reaching the ages as stipulated in Appendix E5.
6. Persons who retired prior to this agreement shall be eligible for the above health benefits, provided she/he meet the eligibility requirements as set forth herein.

ADDENDUM C
MEMORANDA OF AGREEMENT/UNDERSTANDING AS OF 9/1/2014 FOLLOW THIS
PAGE

AGGREEMENT



Coventry Public Schools and the CTA, SRP agree to the following procedure for the administration of Longevity Payment provision of the contract.

1. PAYMENT DATE

The Longevity Payment shall be paid at the time of the December special/lump sum checks.

2. ELIGIBILITY CRITERIA

To be eligible, employees must meet the following criteria.

- a. Attained their milestone date, i.e. 10 years of service, 15 years of service, etc. by the last day of February of the following year. For example, the December 2003 payments will be for employees reaching 10 or more years of service on or before 2/28/04.
- b. Be at work or on a paid leave on December of the payment year. For example for payments being made in December 2003, this date is December 1, 2003.

Employees will be entitled to the full amount of payment in accordance with #2 above regardless of whether they continue their employment with Coventry Public Schools for the remainder of the contract year. Employees will not be asked to return a pro-rated portion of this payment.

Coventry Public Schools

Anthony Ferrucci 11/21/03
Anthony Ferrucci Date
Director of Finance & Business

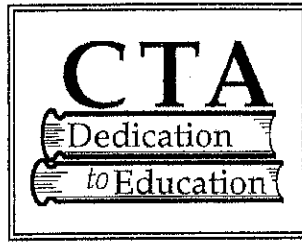
CTA, SRP

Norma O'Neill 11-25-03
Norma O'Neill Date

Deborah Casey 11/21/03
Deborah Casey Date
Director of Human Resources

John Casey 11-25-03
John Casey Date

President, Kelly Erinakes
Vice-President, Joseph Farnoli
Vice-President Debra Tyree



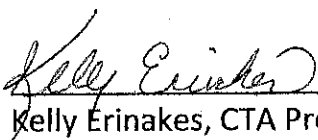
Secretary, Michaela Wells
Treasurer, Gregory Wightman
Education Chair, Susan ToobeyKaye

Memorandum of Agreement

The Coventry School Committee and the Coventry Teachers' Alliance hereby agree to add Lacrosse as an interscholastic sport to Article B2-1. of the Collective Bargaining Agreement. The sport shall minimally require a head coach and an assistant coach. Stipends for said coaching positions shall enter into the agreement at the current rate of pay for baseball head coach: four thousand six hundred and eighty dollars (\$4,680) and baseball assistant coach(es): three thousand five hundred and seventy dollars (\$3570).

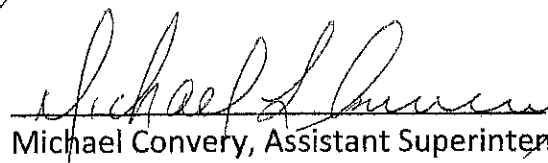
The posting and awarding of Lacrosse coaching positions shall be in accordance with Article 6 of the Collective Bargaining Agreement.

This agreement merely adds one interscholastic sport and a minimum of two coaching positions to the current high school roster and is not intended to, nor shall it alter by any means, the provisions of the current Collective Bargaining Agreement.



Kelly Erinakes, CTA President

10/12/2011
Date

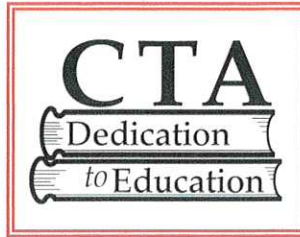


Michael Convery, Assistant Superintendent

10/12/2011
Date

Coventry Teachers' Alliance
3 Hazel Street
Coventry RI 02816
401-828-8000

President, Kelly Erinakes
Vice-President, Joseph Fargnoli
Vice-President Debra Tyree



Secretary, Michaela Wells
Treasurer, Gregory Wightman
Education Chair, Susan ToohyKaye

Memorandum of Agreement

The Coventry School Committee and the Coventry Teachers' Alliance hereby agree that Article 4-1.5., Student Work Stations, of the Collective Bargaining Agreement; specifically and exclusively as it relates to the class size maxima of the technical education class of robotics, shall not be applied to the middle school for the 2013-2015 school years.

The parties further agree that the class size maxima for robotics at the middle, school for the aforementioned school years shall follow the middle school application of Article 4-1.2., Middle/Secondary, of the Collective Bargaining Agreement in that such class be limited to one hundred twenty five (125) students in total, with no individual class in excess of twenty-eight (28) students.

This agreement in no way establishes precedence for practice in the district and is not intended to, nor shall it alter by any means, the provisions of the current Collective Bargaining Agreement.

A handwritten signature in black ink, appearing to read "MA", is written over a horizontal line.

Dr. Michael Almeida, Superintendent

A handwritten date "2/15/13" is written in black ink over a horizontal line.

Date

A handwritten signature in blue ink, appearing to read "Kelly Erinakes", is written over a horizontal line.

Kelly Erinakes, CTA President

A handwritten date "2/15/13" is written in blue ink over a horizontal line.

Date

Coventry Teachers' Alliance
3 Hazel Street
Coventry RI 02816
401-828-8000

MEMORANDUM OF UNDERSTANDING

The Coventry School Committee and the Coventry Teachers' Alliance (CTA) hereby come to the following understandings:

1. Appendix H of the Collective Bargaining Agreement provides for the reimbursement of the application fee for teachers applying for the National Board for Professional Teaching Standards Certification (National Board). The Collective Bargaining Agreement reads as follows:

H2. The District will pay the application fee for up to seven (7) teachers as selected by the Advisory Board Process (Article 5) to undertake the National Board certification process each year. Teachers who have completed the Board certification process, will be expected to work the following year 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 twenty-sixth pay period of that same school year.

2. It is not clear from the contract language and the National Board documentation what is to be considered the "application fee" that is reimbursable under the contract.
3. The parties therefore agree as follows:
 - a. The Application fee shall be defined as those portions of the Assessment Fee that are not reimbursable by the Rhode Island Department of Education (RIDE) through the Rhode Island National Board Certification Initiative Subsidy (the RIDE Subsidy).
 - b. For the 2012-2013 & 2013-2014 school year, the total assessment fee is \$2,500.00. The RIDE Subsidy was \$2,000.00 per applicant. The Application fee that is reimbursable by Coventry Public Schools is therefore \$500.00.
 - c. The application fee shall not include the \$65.00 processing charge. The Teacher is responsible for payment of the processing charge.
 - d. If at any time, the RIDE Subsidy is eliminated by the State of Rhode Island, this Memorandum of Understanding shall expire immediately and shall no longer be binding on the parties.
4. This Memorandum of Understanding shall expire at the expiration of the current Collective Bargaining Agreement at which time it will be expressly incorporated into the terms of the Collective Bargaining Agreement or expire and will no longer be binding on the parties.

-SIGNATURES ON PAGE 2-

"Working Together To Improve Our Schools"

The Coventry School Department is an Affirmative Action/Equal Opportunity Employer and does not discriminate on the basis of age, color, sex, race, religion, sexual orientation, national origin, or disability

MA

Dr. Michael Almeida, Superintendent

10/21/13

Date

Kelly Erinakes

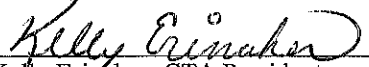
Kelly Erinakes, CTA President

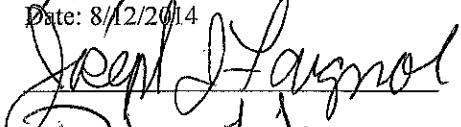
10/21/13

Date

This contract was witnessed and executed by public action of the Coventry School Committee as indicated below.

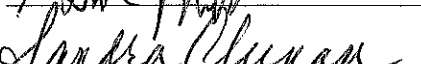
For the Coventry Teachers' Alliance

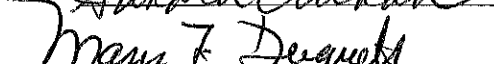

Kelly Erinakes, CTA President
Date: 8/12/2014

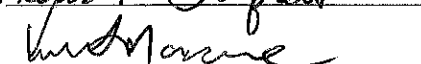







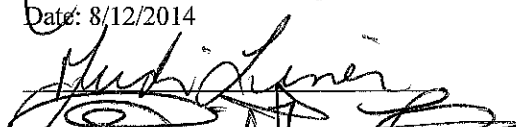







For the Coventry School Committee



Katherine Patenaude, Chairperson
Date: 8/12/2014







For the Coventry Town Council


Gary Coje, President
Date: 8/12/2014

This Contract was reviewed and edited by consent during the 2014/2015 School Year.

Coventry Teachers' Alliance

Kelly Erinakes, CTA President
Joseph Fagnoli, Vice President (Secondary)
Deb Tyree, Vice-President (Elementary)
Greg Wightman, Treasurer
Sandra Clunan, Executive Board
Vincent Maccarone, Executive Board

Coventry School Committee

Katherine M. Patenaude, Chairperson
Judi Liner, Vice Chairperson
Ann Dickson, Member
Frank Hyde, Member
David Florio, Member