

AGREEMENT

AGREEMENT commencing on August 24, 2007 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).

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 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, and by the Charter of the Town of Coventry, exempting where it expressly and in specific terms is limited by the provisions of this Agreement. 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 the agreement.

ARTICLE 1
ALLIANCE RECOGNITION, JURISDICTION,
RIGHTS and DEFINITIONS

1-1. Alliance Recognition:

The 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 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 full time business managers.

1-2. Jurisdiction

The jurisdiction of the Alliance shall include those persons now or hereafter who perform the 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, 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.

The provision of Article 1-3 shall be interpreted to exclude any right or practice, which may be in existence, but not known by the person serving as Superintendent of Schools on the date of execution of this agreement.

1-4. Definitions:

The term “school” as used in this agreement means any work location of functional division maintained by the School District in which the educational process is carried on.

The term “teacher” as used in this agreement means a person employed by the Committee in the bargaining unit as described in Article 1.

The term “person” as used in this agreement means a member of the certified teaching personnel as defined in Article 1.

The term “Alliance Representative” as used in this agreement means the Alliance Building Representative, the Alliance Assistant Building Representative or qualified designee of the Alliance.

The term “Parties” as used in this agreement means the Committee and the Alliance.

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.

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).

As used in this agreement “seniority” shall mean the length of continuous service in the Coventry School District, including all authorized leaves.

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, which is attached hereto 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, Lead Teachers, Team Leaders, 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 is set forth in Appendix E and is hereby made part of this agreement.

2-7. All persons on the Teachers' Salary Schedule will be paid in twenty-six bi-weekly installments in accordance with the salary schedule set forth in Appendix A1-1 of this contract. The first payment is to be made on the second Friday after the opening of school.

2-8. On approximately June 1st the Business Office will send out a notice requesting the names of persons wanting checks mailed in the summer. Checks will be mailed as early as possible with the Thursday preceding each pay day established as the preferred mailing day.

2-9. 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 for personal reasons may make such a request to the Superintendent. With two 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 cumulative to ten (10) 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. The School Committee, out of its appropriation, shall set aside for absences for illness, an amount equal to the number of members of the bargaining unit, multiplied by 20 times the hourly rate of pay (Sec. B 5-1). Any deficiency in this fund shall be made up by deducting from the members of the bargaining unit, from the last paycheck of the school year, an amount equal to the deficiency divided by the whole number of members of the bargaining unit in the district during the school year. If at the end of the school year, sufficient funds remain in the budget for sick leave, teachers who have been absent for extended long-term illness, beyond ninety (90) days, shall receive salary within the limitations of the fund remaining. Any funds then remaining shall be divided equally among members of the bargaining unit, who have been absent less than a total of five (5) school days during the year for reason(s) of personal illness or for reasons set forth in Article 3-8.4.1, 3-9.2, 3-11.2, 3-14.1, 3-16, 3-24.1, 3-24.2.

3-1.1 Any teacher whose absence exceeds ninety (90) 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 ten (10) annually, shall remain available to the employee during this period.

3-1.2. Any teacher absent due to personal 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.

3-2. Severance Pay

A teacher with 25 years of service, the last 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, this amount to be paid from the general fund. For the purpose of calculation, only the number of unused short-term illness days (up to ten (10) per year) shall be allowed to accumulate to a maximum of one hundred (100) days, and shall apply to the last fifteen (15) years before retirement. Notification of intention to resign 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 be eligible to receive said severance payment at his/her discretion following July 1 of the same academic year.

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 will 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.

In the event that such position is no longer open, a person returning to service will be assigned to a substantially equivalent position.

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 will 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 members of the bargaining unit.

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, one (1) day per school year. In the event a teacher does not use his/her personal day, that teacher shall be allowed to carry over that one (1) personal day to the following school year. A maximum of two (2) personal days in any school year shall be granted, unless the Superintendent specifically authorizes additional days. Teachers will be advised by the Alliance that a 24 hour notice is to be afforded to the Administration whenever possible. The Superintendent's authorization is required to take a personal day on the day before and/or following a scheduled holiday and/or school vacation period.

3-8.4.2. A teacher in Coventry shall be entitled, upon retirement, to pay equal to his/her accumulated unused personal days, beginning with the 1998-99 school year (maximum of ten (10) days 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 whose presence is required by his/her immediate family due to serious illness in the immediate family (husband, wife, son, daughter, 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) – not to exceed three (3) days per school year.

3-8.6. 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

The Superintendent and/or his 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.

3-9.8. A request for any of the discretionary full pay leaves referred to above shall not be arbitrarily or unreasonable 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.

3-10. Bereavement Leaves

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

3-10.2. A teacher may be absent for one (1) day without loss of pay due to the death of his/her own grandparent, grandparent of spouse, brother or sister of teacher's spouse, son-in-law, daughter-in-law, aunt, uncle, niece and/or nephew. This day is provided for attending the funeral only.

3-11. Professional Development Center/Sabbatical Leave

3-11.1. Professional Development Center

In lieu of Sabbatical Leave, the Coventry School District shall establish a professional Development Center, staffed by a director (Selection of the director 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, Alliance and higher education. In the event that the director position is eliminated, sabbatical leaves will 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 1 year or full pay for ½ year for up to two 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 chronological order 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 one year or twice the duration of the sabbatical leave, whichever period is greater. 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 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 Committee unless he/she is eligible for coverage under a spouse's health insurance plan. Each year, any teacher on leave under Section 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.

In the event that a deficiency remains in the sick pool fund at the end of the school year, any health or dental cost incurred by the district (Section 3-1) for any unpaid days, shall be added to the sick pool deficit.

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, increments).

3-14. Leave without Pay

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

3-14.1. For personal reasons, up to one year, not renewable excepting by approval of the School Committee. The Superintendent shall approve a leave not exceeding two years for employment in a governmental agency or in employment which will be of definite benefit to the Coventry School District. No service credit, as outlined in Section 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 request for such leave in any school year.

3-14.2. For teaching in the Armed Forces Dependent Schools, with a two 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 teacher on tenure shall be granted upon request a leave of absence not to exceed two 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 teacher on tenure, shall be granted, upon his/her request, a one 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 for the purposes of performing legitimate duties for the Alliance, up to one year.

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 of summer vacation period, such military leaves, not to exceed ten (10) school days, will be granted.

Upon presentation of a copy of the military pay voucher, for each day of such absence, the Committee will make up the difference between that teacher's per diem 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 will 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 thereof.

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 regular 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 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 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 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 will 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 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 will 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. For each person granted this maternity leave, the School Committee shall add an amount of money equal to the rate of pay of a substitute teacher multiplied by thirty (30) days and this amount shall be added to the sick pool, as referenced in Section 3-1.

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. 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 opinion 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 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 year or more shall notify the District of his/her intention to return on or before the first day of February immediately preceding the commencement of the next 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 will 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 I.E.P. Whenever possible, no students diagnosed as experiencing behavioral problems, identified through an I.E.P., will be placed in a class where split grade levels at the elementary level has become a necessity.

4-1.1.1. Grades K-2.

Elementary class size in grades K-2 shall be 22 pupils per class, except that this number may be exceeded by up to one (1) student in any given classroom, with the understanding that not more than 15% of the grades K-2 will exceed the 22 pupil limit on the third Friday following the opening day of school. In Grades 1 and 2 for each five documented special education students in a class, the maximum class size will be reduced by one.

4-1.1.2. Grades 3-5

The following class size shall be in effect: 23 pupils per class, with the understanding that this number may be exceeded by two (2) for not more than 20% of said grades, by the third Friday following the opening day of school. For each five documented special education students in a class, the maximum class size will be reduced by one.

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 teacher load in excess of one hundred thirty-five (135) students per day nor 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. Realizing that students' needs in relation to a speech therapist's time may differ, depending on a child's classification, the administration and Alliance will work jointly in a committee with equal representation of the Alliance and administration (and mutually agreed upon non-voting consultants) in the 2002-2003 school year to create a weighting system that will more adequately address the current student-therapist ratios, to be implemented in the 2003-2004 school year after approval by the School Committee.

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. Classes primarily affected by this stipulation include shops, laboratories, typing and physical education. Band and chorus shall be excluded from the class size maxima.

4-1.6. Adjustment of Class Size

Five (5) school days will be allowed for Administration to adjust for class size violations, which occur after the third 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.

Teacher of Special Subjects – 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 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 will 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 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 1 through 5, shall in addition to a duty-free lunch period of 30 minutes, have 30 minutes of duty-free recess time. In no case shall a recess be less than 15 minutes.

4-3.3. Teachers in the secondary schools will not be required to perform lunch room supervision duties. Any tenured teacher willing to perform lunchroom duty instead of study hall or corridor duty 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, and attendance records.

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, attendance at annual open house, and extra curricular 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, clerical help may be made available to all teachers for the purpose of duplicating instructional and other materials.

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 and a maximum of three Homeroom/Advisory periods per week. Homeroom/Advisory is a short period of time in which teachers meet with a maximum of 15 students who do not count in their overall total of 125 because no preparation or grading is required. A senior, homeroom/advisory may not exceed twenty-five (25) students.

4-4.7 Common Planning Time – There may be a total of forty minutes per week of time assigned beyond the work day for common planning which may be divided into time periods not more than two (2) days per week.

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 Committee agrees to provide unassigned periods as follows:

4-5.1. Middle/Secondary Teachers

Teachers in the middle school(s) have at least one unassigned period per day or at least 1/6th of the school day, exclusive of homeroom/advisory period. Teachers at the high school shall receive daily unassigned time equivalent to the length of a regular teaching period, less up to 60 minutes per week which may be assigned as supervisory duty.

4-5.2.1 Elementary Teachers

Elementary teachers will be afforded one hundred ninety (190) minutes of unassigned time per week, exclusive of recess and lunch. 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 three (3) such covers, notwithstanding that as a result of such covers, the teacher has less than one hundred ninety (190) minutes of unassigned time in any particular week.

Further, it is understood that if for any reason a situation occurs which necessitates a reduction from the minimum of one hundred ninety (190) minutes, other than a reduction resulting from such teacher being required to cover a class for a regularly assigned teacher of special subjects as per the previous paragraph, that the elementary teacher shall be compensated in accordance with Appendix B4-2.

4-5.2.2 When a teacher specialist (art, music, physical education, etc.) 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 after first notifying personally the principal or his/her designee (if available). 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

The school year shall be as follows:

- a. Beginning in 2007-2008 – The school year shall be 185 days, a maximum of 183 days of which shall be instructing students.
- b. Beginning in 2008-2009 – The school year shall be 186 days, a maximum of 183 days of which shall be instructing students.
- c. The school year for 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.

The District shall not be obligated to pay guidance counselors for work beyond the contractual school year in accord with Appendix B4-2. A program of flex time shall be used for guidance counselors with the understanding that guidance counselors may 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 faculty, 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.

4-6.2. School Day

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

Teachers shall report to school five (5) minutes prior to the start of the school day and shall remain for ten (10) minutes after the close of the school day.

Flexible schedules for librarians, computer lab teachers and literacy teachers shall be allowed by mutual agreement of the Alliance President and 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.

4-7. 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 notify their principal or designee no later than one (1) hour prior to the start of school day of absence except in an emergency.

4-7.2. School Closing

When adverse weather conditions prevail to warrant the closing of school, the Superintendent or his/her designee shall notify television channels 6, 10, and 12, and radio station WPRO, at least one (1) hour prior to the start of school. For the purpose of the broadcast, WPRO will be considered the official announcement station.

4-7.3. Double/Split Sessions

In the event, that any school in Coventry goes on double or split sessions, teachers presently employed will have preference concerning their hours. Teachers presently employed will be given consideration to substitute or teach both sessions.

4-7.4. Dress Code

Recognizing the professional status of the teachers in the Coventry School District, the following dress guidelines are established for all certified staff.

All teachers shall present a professional appearance. Professional attire does not include sweatshirts, blue jeans, worn or torn jeans or athletic attire. Collared dress shirts and ties for men and similarly formal attire for women is the recommended dress code for the District.

The parties recognize that some teaching activities call for more relaxed attire, and that on special occasions more relaxed attire may be approved. Under this dress code, teachers may opt to wear a school uniform designated by the Superintendent or building principal.

Furthermore, 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 sweatsuits, 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 will be included in the following administrative disciplinary system:

First Offense – verbal warning

Second Offense – written warning 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 – written reprimand and a \$50 fine.

Fourth Offense – three (3) days suspension without pay, \$100 fine.

Each violation thereafter – five (5) days suspension without pay and an increase of \$50 in fine each time.

4-8. Additional School Facilities

The Committee shall provide the following facilities:

4-8.1. A pay telephone shall be provided in each school where practical. If there is no pay telephone in a particular school, teachers shall have the right to use the office phone and pay for all personal calls.

4-8.2. Adequate washrooms for men and women 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, VCR's, televisions, video cameras, videotapes, tape players and recorders, overhead projectors, and transparencies, etc. The 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 photocopier 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 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 will 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 are to be permitted only in case of an emergency.

4-11. Curriculum and Textbook Selection

4-11.1. Teachers and curriculum coordinator shall receive notice when a curriculum committee of textbook selection is to be established. Teachers will 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 Committee.

4-12.3. Teachers shall work under safe 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. All monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, inter-communication or audio systems, and similar devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their supervisor or supervisors and will have the right to discuss such report with said supervisor or supervisors before it is submitted to central administration or put into their personnel files. No materials will be placed in a teacher's personnel file without said teacher's knowledge.

4-13.2 Evaluations at the High School Level

A building administrator at the level of Assistant Principal or Principal shall evaluate all teachers, who are in the first two years of service in Coventry. Starting in the third year of service, the teacher shall be evaluated by a building administrator and a Curriculum Coordinator on selected domains utilizing the School Committee approved teacher evaluation instrument.

4-14. Teacher Personnel Files

4-14.1. No anonymous letter 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 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 will 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 the teachers are responsible to more than one 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 the new teacher 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 upon request.

4-15.5. All official notices pertaining to teachers shall be posted on school bulletin boards, and a copy furnished to the President of the Alliance.

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 in September on the bulletin board.

4-16. Discipline Code

4-16.1. The Committee and the Alliance agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers will 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 will 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 of several courses of action shall be taken. The child will 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, false bomb reports, possession of concealed weapons, possession of narcotics, arson, or attempted arson.

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.

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 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 will immediately notify the Town Solicitor'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 will be suspended, 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 Regulations for the Education of Handicapped Children, 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, should 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 opportunity to work with classes of varying achievement levels.

4-19. Inservice Training Programs

Attendance at inservice training programs or other special events outside school hours shall be voluntary, provided, however, all teachers tied to I-Plans must provide upon request proof annually that they have undergone at least fifteen hours of state approved professional development each year. It is recommended by the parties that all other teachers complete 15 hours of district approved professional development each year as well.

4-20. Immunization Shots

The Committee will 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 other representatives appointed by the Superintendent, the President of the Coventry Teachers' Alliance and three Alliance Executive Board members, and a ninth 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.

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, as a minimum, that a notice shall be posted in every school 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 will happen whenever the deadline for filing said vacancy shall occur prior to the opening of school.

b. Such notices shall be posted as far in advance as possible before the final date when applications must be submitted, but in no event less than two 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 or more applicants equally qualified, seniority in 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 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, 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. 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 because of a grade or school closing or department staff reduction, shall, provided his/her name is on the Superintendent's involuntary transfer list, have a once-only first 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.

6-2.4. Opening of New Middle School

6-2.4.1. Sixth grade teachers who are involuntarily transferred because of school or grade closings shall be given preference, by seniority, for any sixth grade 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 team selected shall remain in the existing school, the second 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. Transfer Process

6-2.5.1 All positions vacant and open for transfer shall be posted no later than one (1) day after the Financial Town Meeting and ten days prior to each school year.

6-2.5.2 A teacher shall be eligible to participate in this transfer process only if he/she has at least an overall performance rating of “Basic” on his/her most recent evaluation.

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 day of school. Selection shall be determined by seniority. The Superintendent and Alliance President jointly shall make exceptions to the required attendance, on an individual basis.

6-2.5.4 All vacancies that occur after the beginning of the school year shall be considered vacant positions for the following school year.

6-2.5.5 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 School Committee.

6-2.6.2. The assignment of a teacher to a class within the same subject area at the Middle School level (grades 6-8) and at the High School (grades 9-12) shall not be considered as constituting an involuntary transfer.

6-2.7. Assignment Exchanges

The principal shall have flexibility in staffing at the elementary level, 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 posted in every school.

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, excluding coaching positions, shall be filled on the basis of qualifications for the position, provided however, that where two 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.

6-3.5. Coaching positions shall be filled by the most qualified candidate. This section shall not affect any person presently employed as a coach.

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 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, said notices shall be mailed to the teachers fourteen (14) 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, 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 such vacancy he/she shall receive regular salary and fringe benefits in accordance with the Collective Bargaining Agreement, beginning with the 31st day of service in this capacity.

This provision shall not be applicable to any vacancy occurring within 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 approved leave and whose leave extends for a period in excess of 90 days, shall, after 90 continuous days, be considered a long term substitute and will receive, from the 91st day, regular salary and fringe benefits (sick leave, pro-rated). Such salary after the 90th day shall not be taken from the sick pool.

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 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.

ARTICLE 7 POLICY MATTERS AT THE SCHOOL LEVEL

7-1. Secondary School Teacher Programs

7-1.1. No later than Friday before the spring vacation, programming preference sheets shall be distributed to all teachers. Programming preferences will 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.

7-1.3. Regular Assigned Periods

7-1.3.1 Middle/Secondary school teachers shall have no more than 25 periods per week.

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 between 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 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 125 students per marking period (except Physical Education teachers who may be assigned up to 135 students). Teachers in the middle/secondary schools may be assigned study hall/ corridor duty supervision, if said teachers have less than 25 teaching periods, but total teaching periods combined with study hall/corridor duty supervision shall not exceed 25.

7-1.4. In a situation of choice between 2 or more teachers, the teacher with the highest seniority shall be given preference, if the teacher's certification for the program and written evaluation are the same, except as otherwise provided for in Section 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 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. Elementary Schools

Time shall be devoted in the schools during the school day, insofar as it does not interrupt the teaching program, no later than March 1 for teachers to discuss, formulate, and implement procedures to be used in making all assignments for the coming year. Plans, goals, and personnel needs for special programs shall be considered.

7-3. Teacher Meetings

7-3.1. 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.

7-3.2. Teacher meetings shall be limited to one hour after the time of the regular school day.

7-3.3. 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.

7-3.4. 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.

7-4. Certification

7-4.1 Only teachers with at least Provisional certificates shall be appointed. Teachers shall be assigned to teach only in their areas of certification.

7-5. Non-Teaching Tasks

7-5.1 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 inservice 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 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. School

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

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 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 an Alliance representative within three (3) school days of the receipt by him/her of such appeal. The Superintendent will 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 (10) days after said hearing.

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

If the aggrieved person 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 Committee has heard the grievance, he/she may appeal the decision of the 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 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 will agree upon a mutually acceptable arbitrator, location and time of hearing, and will 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 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 twenty (20) 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.

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 and 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, will 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) the representative of the Alliance. 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 will 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 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 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, and regular courier service. 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 Personnel Office. Deductions will commence no later than the second 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 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 Committee meeting two days in advance of each regular meeting or special meeting of the 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 B3-4.

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 at the officer's prior grade level.

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

ARTICLE 12

DURATION OF CONTRACT

The provisions of this Agreement shall be in effect at the beginning of the 2007-2008 school year and will continue in full force and effect until August 31, 2010. The parties will, however, conduct contract discussions not later than Spring of 2009 on a rollover contract.

APPENDIX A

A1-1. Salary Schedule

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

STEP	2007-2008	2008-2009	2009-2010	2009/2010 EOY Salary
1	\$39,250	\$40,540	\$42,270	\$42,570
2	\$41,310	\$42,660	\$44,460	\$44,780
3	\$44,810	\$46,280	\$48,190	\$48,540
4	\$48,520	\$50,110	\$52,140	\$52,510
5	\$52,030	\$53,730	\$55,860	\$56,270
6	\$55,430	\$57,250	\$59,480	\$59,910
7	\$58,620	\$60,540	\$62,880	\$63,330
8	\$61,920	\$63,940	\$66,390	\$66,870
9	\$64,800	\$66,920	\$69,460	\$69,960
10	\$70,050	\$73,230	\$75,940	\$75,930

Notes: The 2007/2008 salary is calculated at 2% for the first 13 pay periods and an additional 2% for the second 13 pay periods. The salary listed above has been averaged to equalize the pay periods. Any employee whose service is discontinued prior to the 13th pay period will have a recalculation of his/her salary to adjust for overpayment in the first half of the year.

The 2008/2009 and 2009/2010 salaries are calculated at 1.5% for the first 13 pay periods for Steps 1-9 and an additional 1.5% for the second 13 pay periods. Top step does not receive a split salary cycle – it receives 3% effective the first day of the 2008/2009 and 2009/2010 school years. The salaries listed above for steps 1-9 have been averaged to equalize the pay periods. Any employee whose service is discontinued prior to the 13th pay period will have a recalculation of his/her salary to adjust for overpayment in the first half of the year.

The end of year (EOY) salary is provided for future computations. The EOY salary represents the salary for the last 13 pay periods of 2009/2010.

A1-2. Longevity

Longevity payment shall be added to the annual salary of each teacher who has completed ten (10) years of teaching service with the Coventry School District and who is entering his/her 15th, 20th or 25th year of teaching service. Only teachers who have been in the system for at least 27 years shall be eligible for the 28th year service award.

Longevity	2007-08	2008-09	2009-10
15th year	\$2,290	\$2,290	\$2,290
20th year	\$3,120	\$3,120	\$3,120
25th year	\$4,160	\$4,160	\$4,160
28th year	\$4,680	\$4,680	\$4,680

A1-3. Advanced Increments

A1-3.1. The 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 Public School System;
2. Course work relevant to the teacher's current position offered through the Coventry Teachers Professional Development Center;
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 \$1800 or the MA stipend of \$2400.

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 taken through the Coventry Professional Development Center 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	2007-2008	2008-2009	2009-2010
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

Degree Earned Prior to 8/24/07	2007-2008	2008-2009	2009-2010
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

For teachers contributing \$900 or more to a TSA in the 2007-2008 year, the School Department will contribute \$900 to the TSA; in 2008-2009, the School Department will contribute \$700 for teachers contributing \$700 or more. Thereafter, teachers may contribute, but the District shall not. TSA payroll deductions will continue to be managed by the district.

APPENDIX B

B1-1. The 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 Committee agrees to reimburse all persons authorized to rent and operate an automobile in order to fulfill the necessary functions on his/her job.

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

B2 Extracurricular Activities-Financial Compensation - The following sports and clubs are identified for budgeting purposes.

B2-1. Boy's Interscholastic Sports High School

Sport	#	2007-2008	2008-2009	2009-2010
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 Assistant	2	\$3,570	\$3,570	\$3,570
Wrestling	1	\$5,320	\$5,320	\$5,320
Wrestling Assistant	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. Girl's Interscholastic Sports High School

Sport	#	2007-2008	2008-2009	2009-2010
Basketball	1	\$5320	\$5320	\$5320
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. Boy's Interscholastic Sports Middle School

Sport	#	2007-2008	2008-2009	2009-2010
Basketball	1	\$3,780	\$3,780	\$3,780
Baseball	1	\$3,570	\$3,570	\$3,570
Soccer	1	\$3,570	\$3,570	\$3,570

B2-4. Girl's Interscholastic Sports High School

Sport	#	2007-2008	2008-2009	2009-2010
Basketball	1	\$3,780	\$3,780	\$3,780
Baseball	1	\$3,570	\$3,570	\$3,570
Soccer	1	\$3,570	\$3,570	\$3,570

B2-5. Non-Athletic Advisors High School

Advisor	#	2007-2008	2008-2009	2009-2010
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

Advisor	#	2007-2008	2008-2009	2009-2010
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	#	2007-2008	2008-2009	2009-2010
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

B2-7. Elementary Advisors

Advisor	#	2007-2008	2008-2009	2009-2010
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:

	2007-08	2008-09	2009-10
Curric. 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
Team Leader	\$4,600	\$4,600	\$4,600
Curric. Coordinators MS	\$4,600	\$4,600	\$4,600
PBGR Coordinators CHS	\$4,600	\$4,600	\$4,600
RHODE Committee	\$3,120	\$3,120	\$3,120

B3-2. Recognizing that among the responsibilities of Curriculum Coordinators in the high school are mentoring, peer coaching, supervising, and evaluating teachers' performance (see Section 4-13.2), the number of teaching periods for Curriculum Coordinators in the high school shall be a maximum of two (2). This position shall have a four (4) year term. In addition, one period may be assigned by the building administrator to work in classrooms mentoring and supporting teachers, addressing performance based graduation requirements and/or other responsibilities consistent with this paragraph B3-2.

B3-3. There shall be six (6) Curriculum Coordinators in the middle schools. Each Curriculum Coordinator in the middle schools shall receive one (1) period in addition to his/her regular unassigned period to perform the duties of the Curriculum Coordinator. This position in the middle schools shall have a four (4) year term.

B3-4. The Assistant Athletic Director shall be given one (1) assigned 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 substitutes 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 (4) periods of such substitution.

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 substituted a total composite of 208 minutes 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,
- b. Night School Instructors
- c. Summer School Instructors
- d. Federal & State Programs directed through the School District

Rates of pay shall be:

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$31.00	\$31.00	\$31.00

Summer school/Credit Recovery rate

<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
\$33.00	\$33.00	\$33.00

The Teacher Support Team 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. Director of Second Technical Day School shall be reimbursed at an hourly rate equal to \$1.50 greater than that of the teachers' hourly rate on each given year in the Second Technical Day Program.

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 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 that 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 (26 installments) will 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 excepted.

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

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

E1. Health/Dental Insurance – the Committee shall provide, furnish, and pay for 85% 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: (See Addendum A)

Rider Coverage:

- I. Semi-Private for 365 days of care
- II. Blue Shield 100 with full obstetrical and 365 days medical care.
- III. Diagnostic Rider-JU #2
- IV. Supplemental Major Medical:
\$1,000,000 maximum
\$50.00 deductible
- V. Medical Emergency
- VI. Prescription (Script) Rider
- VII. Enhanced Vision Care
- VIII. Managed benefits
- IX. Wellness Rider
- X. Transplant Rider
- XI. Freedom Advantage Plan.

Unmarried dependent students will remain covered on all family plans through the end of the calendar year following their 26th birthday.

E2. Medical Plans -- Teachers shall have the option to choose their own medical/dental coverage carrier: (Blue Cross Classic, Blue Cross Healthmate Coast to Coast \$5/\$10 co-pay, United, etc.), provided they change carriers during open enrollment periods. The Committee will pay for that portion of expense up to the rate paid for Blue Cross Classic only.

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 \$3,000 if at least 90 teachers sign up or as long as it is cost-effective to the District. 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 \$3,000 benefit shall be entitled to rescind his/her election if the 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 \$3,000 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 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 58 in the 2003-2004 school year, at age 59 in 2004-2005, at age 60 in 2005-2006 and going through age 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 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 2% surcharge shall be added to the cost of retirees' health coverage for a period of three 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 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 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 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 teacher at a time.

APPENDIX I

Team Leaders –The team leader is selected by consensus based on criteria listed in the qualifications. If consensus is not achieved, the team will meet with the principal. If necessary, the matter can be referred to the School Improvement Team.

APPENDIX J
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 National Board Certified Teachers and two 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 or a five 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-year cycle, candidates must reinitiate the entire process.

Candidates who enter into the RHODE development and review process in the year of their scheduled evaluation and who wish to have the RHODE count as an evaluation will be granted a deferral from the evaluation process for that year. A teacher who achieves a RHODE certificate will have the certificate serve as the evaluation and be granted a four year cycle of evaluation.

ADDENDUM A
(See Appendix E1)

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 26th birthday. Probationary teachers are to be included, commencing with the month following the date of hire.

Teachers shall have the option to choose their own medical/dental coverage carrier (Indemnity Plan, HMO Plan, or Preferred Provider Plan) provided they change carriers during open enrollment periods. The District will pay for that portion of expense to up the rate they would have to pay for the present carrier currently in place.

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.

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 (See Appendix. E5) 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.

Witness the execution of these present on this day and year first above written.

Coventry Teachers' Alliance

Coventry School Committee

Kelly Erinakes, President

Nancy Sprengelmeyer, Chairperson

John Casey, CEO

Katherine Patenaude, Vice Chair

Michael Reeves, Member

Karlene Murray-Toppin, Member

Raymond E. Spear, Member