

2009-2012

CONTRACT AGREEMENT



between

NEA CHARIHO

and

**CHARIHO REGIONAL SCHOOL DISTRICT
COMMITTEE**

District Mission

The Chariho Regional School District ensures that all students meet high academic standards and are prepared for lifelong learning and productive global citizenship.

District Vision

With a commitment to continuous improvement, the District's highly-qualified staff engages with students in state-of-the-art facilities to master challenging content, to promote creativity, and to foster critical thinking. The District is recognized by the community as its greatest asset.

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ARTICLE 1
RIGHTS OF THE COMMITTEE

- A. There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of Rhode Island and of the United States. It is agreed that the 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 this Agreement.
- B. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith, except where otherwise provided in this Agreement.
- C. The responsibility of the principals to exercise a leadership role as head of a school shall be recognized and the role of the Superintendent of Schools as executive agent of the School Committee and as a leader of the staff shall also be respected.

ARTICLE 2
RIGHTS OF THE UNION

- A. The Union may use school buildings without cost, at reasonable times, for meetings. Requests for use of buildings shall be made in accord with current policy, as approved by the School Committee.
 - 1. The Union may utilize office equipment when available. The Union will provide its own expendables.
 - 2. The Union president may utilize a telephone extension in the Union office, provided toll charges are paid for by the Union.
 - 3. Authorized Union officials may use a school office telephone, when available, to conduct Union business, provided toll charges are paid for by the Union.
 - 4. The Union shall be entitled to an office site. In the event that it becomes necessary to relocate the Union office, the site will be chosen by mutual agreement between the parties.
- B. The Union will have the right to place notices, circulars and other material concerning proper and legitimate Union business on faculty bulletin boards and in teachers' mailboxes.
- C. District equipment and space may not be utilized by the Union for political activities.
- D. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for NEA Chariho or any other teacher organization.

ARTICLE 3
RECOGNITION

In accordance with the School Teachers' Arbitration Act (Chapter 9.3 of the Act of 1966 of the state of Rhode Island, amending Title 28 of the General Laws) the Committee hereby recognizes the NEA Chariho as the exclusive representative of all certified teaching personnel of the Chariho Regional School District engaged in teaching duties, specifically excluding there from the superintendent, assistant superintendents, directors and coordinators who are assigned exclusively to central office duties, principals, and assistant principals, all of whom perform no teaching duties, and per diem teachers.

ARTICLE 4
TEXTBOOKS AND SUPPLIES

- A. NEA Chariho and the Superintendent agree to appoint three (3) members each to a Standing Committee on Technology. The Committee shall design and implement uses of technology to reduce paperwork, facilitate the collection and analysis of assessment data, and expand professional development opportunities. Given access and training, members of the bargaining unit shall make full use of all technology made available by the District.
- B. Teachers shall be involved in the selection of teaching materials and textbooks. The recommendation of teachers and others involved on selection committees, which are led by the Assistant Superintendent, will be carefully considered by the Superintendent in making his/her recommendations to the School Committee.
- C. It shall be the responsibility of the individual teacher to advise those to whom he/she reports of instructional and safety supplies shortages in sufficient time for such shortages to be prevented. Those who receive such reports shall promptly deliver this information to the school principal or director
- D. During the budget development process, teachers shall present a list of all materials, along with their cost, if available, for their instructional needs for the upcoming school year. Teachers shall submit their requests as directed by the school principal or director.
- E. When a new pre-K to grade 6 classroom is established as a result of class size requirements, the Committee will reimburse the teacher three hundred dollars (\$300) for the purchase of classroom supplies.

ARTICLE 5
TEACHER EVALUATION

- A. A Joint Study Committee on Teacher Evaluation made up of six (6) members, with three (3) appointed by the Superintendent and three (3) appointed by NEA Chariho, will review and revise the teacher evaluation system to ensure alignment with the Educator Evaluation Standards, as approved by the Board of Regents. The evaluation system shall be based upon principles of effective practice; it shall be an on-going process designed to improve instruction through observation, self-reflection, collegial support, and professional growth. The system shall include an opportunity for student and parent feedback to teachers. Each teacher shall receive training prior to participation in the evaluation process.
- B. The existing evaluation and process shall remain in effect until the School Committee and NEA Chariho agree on a new evaluation system.

ARTICLE 6
PERSONNEL FILES

- A. The Superintendent shall maintain a secure personnel file for each member of the bargaining unit. Such file shall contain copies of personnel transactions, official correspondence with the employee, evaluation reports, letters of recommendation, and other relevant documents. A copy of all material placed in a teacher's file shall be given to the teacher.
- B. Any complaints regarding a teacher, made to the administration by any parent, student, or other person, if appropriate, will be promptly called to the teacher's attention and documented in writing.

Any complaint regarding a teacher's character, serious enough to be entered in a personnel file will be called to the teacher's attention.

- C. A teacher or a designated member of NEA Chariho, having written authorization from the teacher concerned, shall be given access to the material in his/her file. Access to, and inspection of his/her file, shall take place only in the presence of the Superintendent or his/her designee. A teacher shall be permitted to reproduce, but not remove, material in his/her personnel file.
- D. A teacher shall be allowed to submit written comments concerning materials in his/her file within ten (10) school days of receipt of those materials.
- E. At the request of the teacher, any material that is disciplinary in nature will be removed from the personnel file after five (5) years so long as no further incidents have occurred.

ARTICLE 7
PROMOTIONS

- A. Promotional positions are those positions of Department Heads, House Leaders, Lead Teachers, and Curriculum Area Coordinators.
- B. Promotions shall be filled on the basis of the best-qualified person available. Where two (2) or more candidates are equal in qualifications, the applicant with the greatest seniority in the Chariho Regional School District shall be given preference.
- C. All vacancies in promotional positions shall be posted.

ARTICLE 8
TEACHING HOURS AND TEACHING LOADS

- A. The normal day for high and middle level students will be from 7:30 A.M. to 2:05 P.M. for a length of six (6) hours and thirty-five (35) minutes. Beginning in the 2010-2011 school year, the normal day will be from 7:30 A.M. to 2:15 P.M. for a length of six (6) hours and forty-five (45) minutes.
 - 1. The High School teachers' day and the Middle School teachers' day will be for a length of six (6) hours and fifty (50) minutes per day to include five (5) minutes before the start of the school day and ten (10) minutes after the end of the school day. Beginning in the 2010-2011 school year, the teachers' day will be for a length of seven (7) hours to include five (5) minutes before the start of the school day and ten (10) minutes after the end of the school day. Teachers will be in their classroom prepared to perform their professional duties on time.
- B. The normal day for elementary level students will be from 8:35 AM. to 3:15 P.M. for a length of six (6) hours and forty (40) minutes, which shall include thirty (30) minutes for lunch/recess and fifteen (15) minutes for recess, which may be combined. Beginning in 2010-2011, the normal day will be from 8:35 A.M. to 3:25 P.M. for a length of six (6) hours and fifty (50) minutes, which shall include thirty (30) minutes for lunch/recess and fifteen (15) minutes for recess, which may be combined.
 - 1. The elementary teachers' day will be for a length of six (6) hours and fifty (50) minutes per day to include ten (10) minutes after the end of the school day. Beginning in the 2010-2011 school year, the teachers' day will be for a length of seven (7) hours per day to include ten (10) minutes after the end of the school day. Teachers will be in their classroom prepared to perform their professional duties on time.

- C. The Superintendent may designate a position for a work day or work year that differs from the regularly scheduled teacher's day or year. The work day or year for such a position will not exceed the number of hours (hours will be consecutive) in the work day or number of days in the work year of a teacher at that level. The hours for a teacher on a flexible schedule shall remain the same for the duration of the school year. The Superintendent will make every effort to use vacancies to fill such positions. If that is not possible, a teacher must be notified by April 1st that he/she is being displaced to create a flexible schedule position. A teacher may volunteer for such a schedule change after the April 1st deadline.

Middle and High School teachers on an early flexible schedule are required to stay two (2) days a month to provide help to students after school. Teachers on early and late schedules shall not be required to attend after school meetings and shall be required to consult with their department head/house leader and principal to access information disseminated in after-school meetings.

- D. The work year for teachers will consist of one hundred eighty (180) teaching days. There will be an additional four (4) days of which two (2) days are for parent conferences and two (2) are for professional development for a total of one hundred eighty four (184); plus a half (1/2) day for teacher orientation prior to the opening of school for students. Professional development days shall be seven (7) hours and thirty (30) minutes; parent teacher conference days shall be six (6) hours and ten (10) minutes, from 1:00 PM to 7:10 PM, with one (1) hour for dinner. Beginning in the 2010-2011 school year, parent teacher conference days shall be six (6) hours and thirty (30) minutes, from 12:30 P.M. to 7:00 P.M., with one (1) hour for dinner. At the discretion of the administration, up to one (1) parent conference day may be used for professional development.

- E. The Committee will provide every teacher with:

1. A duty-free lunch period each day.
2. At least five (5) unassigned periods per week, at least one (1) per day, exclusive of recess time and duty free lunchtime. These unassigned periods will be at least thirty-five (35) minutes in length. Unassigned periods shall be used for the purpose of fulfilling professional responsibilities.
3. The High School PLATO Lab Supervisor shall take as his/her unassigned periods the first thirty (30) minutes of each period of each day, except that one (1) of these periods each day shall be designated as common planning time.

- F. Instructional and Common Planning Time shall be assigned and structured as follows:

1. Elementary teachers shall be assigned at least one (1) common planning period of thirty-five (35) minutes per week.
2. No Middle School teacher shall be assigned more than twenty-five (25) teaching periods per week. Middle School teachers may be assigned up to four (4) common planning periods per week in addition to their regular instructional assignment. Common planning periods will be equivalent to one (1) class period; class periods may be combined.
3. No High School/Career and Technical Center teacher shall be assigned more than five (5) instructional periods in a full block rotation which covers both an "A" day and a "B" day. Career and Technical Center teachers may be assigned up to six (6) instructional periods in a full block rotation which covers both an "A" day and a "B" day if their program requires it.

Common planning time will be assigned twice per week during unassigned blocks for a time not to exceed one-half (1/2) the block.

4. The structure and reporting mechanism for Common Planning Time will be developed collaboratively by the principal and department heads at the High School, by the principal and

curriculum area leaders at the Middle School, and by the principal and building representatives at each elementary school. At a minimum, the structure will incorporate teacher goals, school improvement goals, analysis of results on local and state assessments, and instructional practice.

- G Teachers assigned to The RYSE School shall have one (1) duty-free lunch period per day. Teachers shall be scheduled for one (1) unassigned period per day and one (1) common planning period per week. Common planning periods may be used for the purpose of student teaming. After-school meetings shall be limited to a total time of two and one-half (2 ½) hours per month, for a length of time not to be less than one-half (1/2) hour per meeting. The Director shall have the flexibility to use weekly after-school sessions (50 minutes) for the purpose of student teaming. No duties shall be assigned.
- H. Advisor/advisee periods shall be established at the secondary level to increase the level of personalization and support the academic growth of students. At the High School level, advisor/advisee shall meet for no longer than forty-five (45) minutes every other day and at the Middle School level, for no longer than one (1) class period per week. An advisory assignment may replace part or all of a non-teaching duty. However, advisories are considered instructional in nature and as such, are not considered a duty. Members of the bargaining unit assigned to an advisory will follow the prescribed advisory curriculum and related administrative procedures.
- I. A teacher who wishes to leave the building during an unassigned period may do so, with permission of the principal. A teacher with an unassigned first or last period may not use the procedure to reduce the total length of the daily in-school hours.
- J. Teacher participation in extracurricular activities will be strictly voluntary.
- K. An open house, not to exceed two (2) hours, will be held once each year in each building to allow parents and teachers to meet and all teachers must attend unless excused by the building principal.
- L. No secondary teacher shall be assigned more than three (3) preparations, except for teachers of business and agricultural sciences.
- M. Department Heads assigned to the High School will be assigned four (4) teaching periods every two (2) days and no duties, except those departments with eleven (11) FTE or more faculty members and evaluation responsibilities shall be assigned three (3) teaching periods every two (2) days. If a Department Head is from the Middle School, the Superintendent and president of NEA Charho will determine a comparable arrangement. Curriculum Area Leaders and House Leaders shall be assigned no duties.
- N. All teachers shall remain after school to fulfill professional obligations, including meetings called by administrators, department heads, and curriculum area leaders with the total monthly meetings not to exceed two (2). At the secondary level, one (1) meeting per month shall be called by the administration and one (1) meeting per month shall be called by the department chair/curriculum area leader. At the elementary level, two (2) meetings per month shall be called by the administration. The quarterly grade level meeting shall count as one (1) of the two (2) meetings in the month that it occurs.
 - 1. Notification of a meeting will be given one (1) week in advance.
 - 2. The agenda will be published and distributed forty-eight (48) hours in advance of the meeting.
 - 3. Faculty input to the agenda will meet the above deadlines.
 - 4. These meetings will start no later than fifteen (15) minutes after the close of school and shall not exceed one (1) hour in length.

5. Emergency meetings may be called for atypical situations.
6. District special education department meetings shall be held quarterly and replace a department/curriculum area meeting at the secondary level and replace a grade level meeting at the elementary level.

In addition to the above, all members of the bargaining unit will remain one (1) day per week, after the students' day, to provide extra help, time for students to make up work or tests, and time for teacher detention of students. These after-school sessions will be no longer than fifty (50) minutes in length and will be scheduled at times that are mutually agreeable.

- O. The School Committee will make every effort to provide qualified substitutes to replace teachers, including school-nurse teachers, who are absent or required to attend district-scheduled meetings. The only exceptions are psychologists, social workers, speech pathologists, occupational therapists, physical therapists, guidance counselors, and ESL teachers. With the exception of school-nurse teachers, when there is no substitute available to cover for an absent teacher, the principal will:
 1. Assign teachers who may be temporarily without student responsibilities to cover a class without a coverage stipend.
 2. Assign teachers whose names appear in the voluntary coverage list to cover a class during his/her unassigned period.
 3. Assign a teacher from the non-voluntary coverage list to cover a class during his/her unassigned period when there are no teachers on the voluntary coverage list for that period.

There will be a continuous rotation through the names on both lists so that coverages are assigned in a fair and equitable manner. A teacher being assigned from either list, thereby losing his/her unassigned period will be compensated at the rate listed in Appendix B. A teacher may be assigned from the non-voluntary coverage list no more than ten (10) times per school year. Class coverage may be assigned to a teacher only during his/her unassigned period. No class coverage will be assigned to a teacher during a period when he/she is scheduled for a teaching assignment or a non-teaching duty. Union officers, the building representatives, the grievance chairperson, and the school nurse shall not have their names appear on the non-voluntary coverage list.

Teachers must select one (1) of the following options:

- Teachers may opt to be on the involuntary list.
 - Teachers may opt to be on the voluntary list only for his/her department or his/her grade level.
- P. The President of NEA Chariho shall be assigned no more than three-fifths (3/5) teaching duties during his/her term of office for the purpose of carrying out labor management duties arising under this Agreement. At the end of the president's term in office, he/she shall have the right to return to the teaching position he/she previously held in the same manner as if he/she had been on a leave of absence. When an elementary teacher is elected president, the parties agree to negotiate a method for release time.
 - Q. The parties agree that individual teachers may participate in job sharing. Job sharing shall be defined as a voluntary request by two (2) teachers to share one (1) of their positions. Such requests must be recommended by the Superintendent and approved by the School Committee.
 1. Those teachers participating in the job sharing shall be on a leave of absence from their full-time position. At the conclusion of the job sharing, those teachers shall have the right to return to the position he/she left, subject to the provisions of Article 15 and Article 18.

2. The teachers in the job sharing shall progress to the next step that they would have attained had they not been on a leave of absence.
 3. The cost of benefits for the shared job shall not exceed the cost of benefits for one (1) teacher. The district shall be held harmless by staff waiving benefits.
 4. Both teachers who choose to job share must attend teacher orientation, parent-teacher conferences, and professional development days. Teachers who don't attend faculty meetings shall be responsible for information presented.
 5. If, in the course of a school year, one (1) of the teachers in a job share is unable to continue participation, the other participant must return to full-time status.
- R. The elementary school nurses will be assigned to teach no more than eleven (11) health classes per week.

ARTICLE 9
CURRICULUM DEVELOPMENT

The Committee recognizes the importance of providing adequate opportunity for teachers to work towards the improvement of curriculum and learning designs in order to assure the continuous improvement of the Chariho Regional School District. The curriculum will be planned by the teachers under the supervision of the Assistant Superintendent in concert with the K-12 District Curriculum Planning Council. In recognition of this need, it is agreed that:

- A. All curriculum initiatives (new programs and/or adoptions) will be conducted under the supervision of the Assistant Superintendent and subject to final approval of the School Committee.
- B. Teachers who wish to participate in the curriculum development programs will submit their application in response to the postings. Curriculum development assignments shall be filled on the basis of the best-qualified candidates available. Where two (2) or more candidates are equal in qualifications, the candidate with the greatest seniority in the Chariho Regional School District shall be given preference. The Superintendent will have the right to substitute participants from the applicants if subsequent events require earlier participants to withdraw.
- C. Teachers appointed to work on curriculum shall be compensated at the rate stipulated in Appendix B. Upon completion of one half (1/2) of the posted assigned hours, the teacher may submit a request for payment with the balance due upon completion and approval of the work by the Assistant Superintendent.

ARTICLE 10
CLASS SIZE

- A. The average maximum class size ratio of students per certified elementary classroom teacher at each grade level in the school district shall be as follows:

Kindergarten (each session)	20 students	1 teacher
Grade 1	20 students	1 teacher
Grade 2	21 students	1 teacher
Grade 3	23 students	1 teacher
Grade 4	23 students	1 teacher
Grade 5	25 students	1 teacher
Grade 6	25 students	1 teacher

No individual class shall exceed:

Kindergarten (each session)	25 students
Grade 1	25 students
Grade 2	25 students
Grade 3	25 students
Grade 4	25 students
Grade 5	28 students
Grade 6	28 students

When district student enrollment counts at any grade K-6 level exceed the number of students required for a specific number of sections by five (5) or fewer students, NEA Chariho and the administration may mutually agree that teachers may be compensated as per Appendix B if individual class size limits are violated. Otherwise, those five (5) students may be placed without adding an additional section.

Students who are in self-contained placements for more than seventy-five percent (75%) of the school day shall not be counted in class size calculations.

B. Secondary teaching responsibilities:

1. The maximum teaching responsibility for grades 7 and/or 8 teachers shall be one hundred twenty (120) pupils per teacher; no individual class shall exceed 25 students.
2. The maximum teaching responsibility for grades 9 through 12 teachers shall be one hundred twenty (120) pupils per teacher.
3. At the High School level, the maximum individual class size shall be as follows:

Advanced Placement*	18 students
Honors	30 students
College Preparation	30 students
Basic/Extended	20 students

*The District shall provide specialized training for teachers of advanced placement courses. In the first year of teaching an advanced placement course, two (2) professional days per quarter shall be offered for the purpose of long-range planning.

- C. In classes with work and/or laboratory stations, the number of students assigned shall not exceed the number of work and/or laboratory stations.
- D. With mutual agreement with NEA Chariho, there may be split grade classes; i.e. a teacher may be assigned a class containing students from more than one (1) grade level
- E. After October 2nd new students may be assigned on a fair and equitable basis so long as no individual class/teaching responsibility is exceeded. Every effort will be made to provide teachers with twenty-four (24) hour notice prior to a student’s first day of class.
 1. At the kindergarten through grade six (6) levels, in the event all individual classes within a grade in a building have reached the maximums as described above, new students will be assigned on a fair and equitable basis. Teachers shall be compensated as set forth in Appendix B.

2. At the grade seven (7) through twelve (12) levels, in the event all individual classes/teaching responsibilities have reached the maximums as described above, new students will be assigned on a fair and equitable basis. Teachers shall be compensated as set forth in Appendix B.
 3. Payments to teachers for overages will be dispersed on a quarterly basis.
- F. Guidance counselors at the High School and Career and Technical Center shall be assigned no more than two hundred sixty (260) and Middle School counselors no more than three hundred twenty (320) students per counselor. Counselor load shall be determined as of October 1st.
1. The guidance department head will be assigned a student caseload at .5 of the other High School guidance counselors, not to exceed one hundred thirty (130) students.
- G. In some isolated instances where a student's placement might be impacted by strict adherence to class size limits, such placements will be accommodated with consent of the individual teacher and NEA Chariho. It is mutually understood that any such accommodations shall not be deemed a precedent in another or other similar situation.
- H. At the elementary and middle school levels, the principal, in consultation with teachers at each building, shall develop a procedure for the educationally appropriate placement of students for the next school year.
1. Two (2) teachers and/or teams may request to loop; the permission of the principal is required, which shall not be unreasonably denied. Being in a looping program will not alter any teacher's originally assigned position. The parties agree that teachers volunteering for and assigned to loops will remain in those positions for the term of the loop unless displaced.
 - a. The looping process shall operate as follows:
 - i. There will be an equal number of voluntary teachers and/or teams in each grade for the looping program.
 - ii. In the event there is an unequal number of teachers and/or teams volunteering, a lottery will be used to determine the order of participation of voluntary teachers and/or teams in the loop.
- I. Teachers will be allowed to voluntarily participate, with their principal's approval, in a co-teaching model for regular/special education service delivery. The voluntary commitment to this model shall be open for annual renewal by both the teacher and the principal. Any position posted and filled as a co-teaching position will not be subject to annual renewal by the teacher. The principal may require a return of the teacher's classroom assignment to a traditional model if, in the principal's opinion, the special education population in any succeeding year does not warrant the co-teaching model.

ARTICLE 11

SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made part thereof.
- B. All persons on the teachers' salary schedule will be paid biweekly in twenty-six (26) equal installments. However, with thirty (30) days prior notice, teachers may exercise an option to receive the balance of their salary on the last pay day in June.
- C. New teachers shall be given full increment credit for previous Rhode Island public school teaching experience. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year.
- D. Credit will be given for continuous active duty service in the armed forces, up to a maximum of two (2) years.
- E. Any teacher who starts work in the Chariho Regional School District after the forty fifth (45th) day of the school year will be placed on the same step on the salary schedule for the next school year. It is understood that the teacher will not receive credit for tenure unless he/she has completed one hundred thirty-five (135) days in any school year.

ARTICLE 12

PERFORMANCE BASED COMPENSATION

A Joint Study Committee on Performance Based Compensation made up of six (6) members, with three (3) appointed by the Superintendent and three (3) appointed by NEA Chariho, will plan, implement, and evaluate a performance based compensation plan for tenured members of the bargaining unit. The Joint Study Committee shall meet within thirty days following ratification of this agreement and shall present a performance based compensation plan to the School Committee by May 1, 2010, to be implemented for the 2010-2011 school year. Upon approval of the plan, the School Committee agrees to commit no less than \$200,000 per year for each of the 2010-2011 and 2011-2012 school years.

ARTICLE 13

NON-TEACHING DUTIES

- A. The Committee and the Union acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to that end.

With this in mind, non-teaching duties will be assigned in a fair and equitable manner as follows:

1. Elementary – All personnel covered by this collective bargaining agreement will assist in the dismissal of students and in the collection of lunch money. In any instance where a teacher is not assigned a full teaching load, the administration reserves the right to assign the teacher to a duty or coverage without additional compensation.
2. Middle School - All personnel covered by this collective bargaining agreement may be assigned non-teaching duties, which are limited to study hall/skills, corridor/lav, and lunch duties, equal in time to up to two (2) class periods per week. Middle School teachers will supervise students as they pass. In any instance where a teacher is not assigned a full teaching load, the administration reserves the right to assign the teacher to a duty or coverage without additional compensation.

3. High School - All personnel covered by this collective bargaining Agreement may be assigned up to one (1) non-teaching duty, which are limited to study hall, corridor/lav, and lunch duties, equal in time to up to one (1) class period every other day. High School teachers will supervise students as they pass. In any instance where a teacher is not assigned a full teaching load, the administration reserves the right to assign the teacher to a duty or coverage without additional compensation.
 4. The NEA Chariho president, building representatives and the school nurse will not be assigned non-teaching duties.
- B. All employees covered by this Agreement shall participate in the assessment of two (2) senior presentations per year of The Graduation Portfolio.

ARTICLE 14
VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Any position that becomes open at any date in the school year and remains open through the end of the school year will be offered to bargaining unit members on the recall list. At the end of the school year, the position will be vacated and posted for the ensuing school year. Non-tenured teachers may not bid for positions outside of their current building assignment unless they have been displaced.
- B. A vacancy shall be defined as:
1. A position that is open up through ten (10) days prior to the start of the school year and remains open through the end of the school year created by leaves of absence, retirements, resignations, terminations, transfers, class size considerations and the establishment of new programs.
 2. A position that opens after ten (10) days prior to the opening of school for the ensuing school year or opens during the school year and remains open through the end of the school year created by retirements, resignations, terminations, transfers, class size considerations and the establishment of new programs.
- C. Any notice of postings shall be emailed to all members of the bargaining unit, including those on the recall list. Also, a weekly voice mail posting shall be utilized during the summer recess.
- D. Teachers who desire a change in building and/or grade and/or subject assignment shall file a written statement of such desire with the Superintendent within five (5) days of the posting of such notice. Such statement shall include the building and/or grade and/or subject to which the teacher desires to be assigned. If the teacher lists more than one (1) position, he/she shall indicate the order of preference.
- E. Any teacher appointed as a special educator must complete three (3) years of service in the Chariho Regional School District as a special educator prior to requesting a voluntary transfer of assignment. Request for transfers within the special education certification shall be subject to the voluntary transfer provision.
- F. Any teacher participating in a Professional Growth Plan may not post for positions unless displaced or unless the Superintendent grants permission.
- G. Teachers requesting a voluntary transfer who are on an approved leave of absence must return from that leave to assume the new assignment. The request for voluntary transfer shall be considered null and void if the teacher does not return to full-time status and the teacher shall be assigned to a new position of record which shall be any position for which he/she is certified. In the year of

return to full-time status, no further requests for leave during that year will be considered unless covered by the Family Medical Leave Act.

H. If more than one (1) teacher has applied for the same position, the teacher best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the school system shall control. Reference to experience will not be made on postings of vacancies or transfers of assignments. Experience may not be used in judging qualifications between applicants. Expertise may be used in judging qualifications between applicants.

I. Filling of vacancies:

1. When a B.1. position becomes available the Superintendent shall, in the order noted, post vacancies required to be filled by Contract, by law or for School Committee approved programs within ten (10) days of the approval of the annual budget by voters up through ten (10) days prior to the opening of school for the ensuing school year.

a. When a position becomes available from which a teacher has been involuntarily transferred, the affected teacher, or the teacher with the most seniority if more than one (1) teacher has been involuntarily transferred, shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted. For the purpose of this Section I., the term position shall be defined as follows:

- i Elementary: The grade in the building from which the teacher was transferred or reassigned.
- ii Secondary: The discipline in the building from which the teacher was transferred or reassigned.

NOTE: Middle school teachers will follow a. or b. depending on certification.

b. The most senior teacher on the recall list, within the area of certification, will be placed next according to the provisions of Article 30.

c. The position will be posted and teachers expressing a desire for a voluntary transfer will be placed next according to the provisions of this Article.

d. A candidate from outside the bargaining unit will be appointed by the Committee.

2. When a B.2. position becomes available the Superintendent shall, in the order noted, post vacancies required to be filled by Contract, by law or for School Committee approved programs within three (3) days after the Committee's acceptance of a resignation, termination and/or within three (3) days after the execution of a transfer and/or within three (3) days after class size considerations or the establishment of new programs.

a. When a position becomes available from which a teacher has been involuntarily transferred, the affected teacher, or the teacher with the most seniority if more than one (1) teacher has been involuntarily transferred, shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted; however the transfer to these vacancies will not be executed until the next school year. For the purpose of this Section I., the term position shall be defined as follows:

- i Elementary: The grade in the building from which the teacher was transferred or reassigned.
- ii Secondary: The discipline in the building from which the teacher was transferred or reassigned.

NOTE: Middle school teachers will follow a. or b. depending on certification.

- b. The most senior teacher on the recall list, within the area of certification, will be placed next according to the provisions of Article 30.
 - c. The position will be posted and teachers expressing a desire for a voluntary transfer will be placed next according to the provisions of this Article; however the transfer to these vacancies will not be executed until the next school year.
 - d. Teachers with less than a full load will be placed in the position, or a portion of the position, to bring them to a full load so long as the teacher's schedule can accommodate the addition without conflict and no changes are required to a master schedule. At the end of the school year, the addition to the teacher's load will be vacated and posted for the ensuing school year.
 - e. A candidate from outside the bargaining unit will be appointed by the Committee.
- J. If a request for transfer is denied, it will be for just cause.
- K. All openings occurring during the school year created by a leave of absence, which cannot be rectified by class size adjustments, will be filled by substitutes.

ARTICLE 15
INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. The Committee and NEA Chariho recognize that some involuntary transfer of teachers from one (1) school to another or reassignment within a school is unavoidable, and that this practice should be based upon the educational needs of the school system, with due regard for the preference of the individual teachers.
- B. Written notice of involuntary transfer or reassignment shall be given to teachers as soon as practicable.
- C. When an involuntary transfer or reassignment is necessary, the teacher with the least seniority, certified in the affected area, will be transferred or reassigned. The following will be used to determine the teacher to be involuntarily transferred or reassigned:
1. Reassignment and Reductions in Faculty.
 - a. Elementary K-6 - The least senior teacher in the affected grade, in the affected building, will be displaced. The displaced teacher may:
 - i. Take an opening available in any building.
 - ii. Displace the least senior teacher in that affected building.
 - iii. Displace the least senior teacher in the district.

The least senior teacher in that affected building, having been displaced from that building may:

 - a) Take an opening available in any building.
 - b) Displace the least senior teacher in the district.

The least senior teacher in the district, having been displaced, will take any opening in any building.
 - b. Secondary 7-12 - The least senior teacher in the affected discipline, in the affected building, will be displaced. The displaced teacher may:
 - i. Take an opening available in any building, if certified.

- ii. Displace the least senior teacher in the affected building in a discipline for which he/she is certified.
 - iii. Displace the least senior teacher in another building in a discipline for which he/she is certified.
 2. In sections C.1. above, a teacher being involuntarily transferred or reassigned, thereby being displaced, shall not have the right to choose an option which will cause the suspension or termination of any teacher other than a first year teacher who is filling in for a teacher on a leave of absence. The displaced teacher, to avoid his/her own layoff, must choose, from among his/her options, the option, which will displace the least senior teacher.
 3. Any teacher who fills a vacancy created by a teacher taking a leave of absence will not be placed on the involuntary transfer list when he/she is displaced by the teacher returning from the leave of absence.
- D. The Superintendent and the Union president shall jointly prepare and maintain a list of all teachers who have been involuntarily transferred or reassigned. By August 30, this list shall be complete, showing the names of those teachers involuntarily transferred or reassigned, the position, as defined in E.2., below, from which the teacher has been moved, the date of the transfer, seniority date, and areas of certification.
- E. The following procedure will be followed to return a teacher to the position from which he/she has been involuntarily transferred or reassigned.
 1. When a position becomes available from which a teacher has been involuntarily transferred, the affected teacher shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted as outlined in Article 14.
 2. For the purpose of E.1., above, the term position shall be defined as follows:
 - a. Elementary: The grade in the building from which the teacher was transferred or reassigned.
 - b. Secondary: The discipline in the building from which the teacher was transferred or reassigned.
 3. A teacher's name will be removed from the involuntary transfer list when:
 - a. He/she accepts or rejects the option to return to his/her former position as defined in E.2., above. Such acceptance or rejection shall be in written form and shall be forwarded to the Superintendent within three (3) days of receipt of notification. No response will be considered a rejection.
 - b. He/she resigns from the Chariho Regional School District.
 4. No teacher shall forfeit his/her involuntary transfer rights by refusing to accept a return transfer if the position rejected is not the exact position as defined in E.2. from which he/she was involuntarily transferred or reassigned.
- F. The following procedure will be followed by the Superintendent to comply with Articles 14, 15, and 30:
 1. Teachers returning from leaves of absence under Articles 18 or 19 shall be placed first according to seniority.
 2. Teachers whose names appear on the involuntary transfer list will be placed next by seniority according to the provisions of Article 15.

3. The most senior teacher on the recall list, within the area of certification, will be placed next according to the provisions of Article 30.
4. The position will be posted and teachers expressing a desire for a voluntary transfer will be placed next according to the provisions of Article 14.
5. A candidate from outside the bargaining unit will be appointed by the Committee.

ARTICLE 16
TEACHER SCHEDULES

- A. Teachers shall be notified of their assignments for the ensuing year, including the subject and/or grades that they will teach and the class lists for elementary and Middle School teachers, before the end of the school year. If changes in assignments or any additions or deletions to class lists are made after the last day of school, the affected teachers shall be notified prior to the start of school.
- B. Teachers shall be assigned only within their area of certification.
- C. The administration, in consultation with NEA Chariho, shall develop a list of proficiencies for Middle School technology teachers. These competencies must be met by teachers transferring into or hired for these positions beginning in the 2010-2011 school year.
- D. Teacher schedules and programs shall be made without discrimination as to race, age, creed, color, religion, national origin, sex, or marital status.

ARTICLE 17
ABSENCES AND LEAVES

- A. Paid Time Off (PTO) is provided to allow members of the bargaining unit days away from work with pay for personal and professional reasons, bereavement, illness, or to care for immediate family members. PTO shall not be used for or considered as vacation time, pursuant to Rhode Island state law. PTO may be discharged in one (1) hour increments and must be scheduled in advance, except in cases of illness or emergency. PTO is earned at the rate of 4.0 days per quarter for full-time members of the bargaining unit and is prorated for those members who work less than full time.
- B. Except in cases of documented illness or emergency, PTO may not be used before or after a holiday or school vacation, before or after a mid-week non-school day, on a professional development or open house day, on teacher orientation, or on the first or last day of the school year.
- C. Unlimited accumulation of PTO is allowed for reasons of illness or to care for an immediate family member. Current PTO must be used prior to use of accumulated PTO. Members of the bargaining unit who retire and are eligible to collect ERSRI retirement will be entitled to sell back to the Committee up to a total of twenty-five (25) unused days calculated at the rate of one (1) day for every three (3) days of unused PTO days for the first seventy-five (75) unused days accumulated and will be entitled to sell back to the Committee unused PTO days calculated at the rate of one (1) for every ten (10) days of unused PTO days above the first seventy-five (75) unused PTO days accumulated.

- D. In the event that PTO days have been exhausted, days may be granted up to two (2) quarters in advance by the Superintendent for the purpose of bereavement at the rate of five (5) consecutive days for death in the immediate family. By immediate family is meant mother, father, wife, husband, sister, brother, child, guardian, or one who resides in the same household. For mother-in-law, father-in-law, and grandparents, a maximum of three (3) consecutive days may be granted in advance. For other relatives, one (1) day may be granted in advance for the purpose of attending the funeral.
- E. Any teacher who resigns or is terminated for job performance or disciplinary reasons shall lose his/her accumulated PTO days.
- F. A teacher shall be excused for jury duty with pay, less compensation received for such jury duty. A teacher who is required to attend court proceedings involving the school district shall be excused with pay.
- G. The Superintendent will approve the donation by members of the bargaining unit of accumulated PTO days to a teacher who is ill, given that the request is submitted on an agreed-to form and all teachers so participating indicated their approval with a notarized signature.
- H. Current accumulated sick days will be considered as PTO days but may only be used for illness or to care for an immediate family member.

ARTICLE 18
EXTENDED LEAVES OF ABSENCE

A. Peace Corps and Exchange Programs

- 1. A leave of up to two (2) years, without pay, will be granted to teachers who join the Peace Corps or may be granted to teachers who serve as exchange teachers and are full-time participants in either of such programs and who have completed at least three (3) years in the Chariho Regional School District. Upon return from such leave, a teacher will be employed at the next step higher than that from which he/she left. Leaves shall not be granted to teachers for the purpose of employment by another district/school. This does not include teachers that participate in fellowships.

B. Military Leave

- 1. Teaching personnel who must leave their position for the purpose of being inducted into, or entering the armed forces of the United States, will, upon request, be granted military leave for the period of such service subject to the provisions of applicable federal and state laws.
- 2. Upon completion of military service, personnel will return to their position with such seniority, status, and pay as directed by applicable federal and state laws. Tenure, however, shall be granted only in accordance with the laws of the State of Rhode Island.
- 3. A teacher who is a member of a reserve component of the armed forces will be granted a leave of absence under the following conditions:
 - a. The length of the leave of absence for limited training will not exceed standards established by federal or state regulations for training activities required for maintaining standing in a reserve component of the armed forces.
 - b. Teachers on military leave of fifteen (15) days or less will receive the difference between their salary and their military pay, provided the teacher submits evidence that the active duty requirement cannot be fulfilled at a time other than the school year.

C. Maternity and Medical Leave

1. Any teacher who becomes pregnant will notify the Superintendent as soon as possible, but no later than ninety (90) days prior to the commencement of her maternity leave and she shall request her leave no later than forty-five (45) days prior to the commencement of her maternity leave. A teacher may elect either of the following two (2) choices for her maternity leave:
 - a. Continued employment status, which allows a teacher the use of her accumulated Paid Time Off days so that her salary and fringe benefits continue to be paid by the Committee. Her doctor will determine the length of disability; however, the teacher will inform the Superintendent as soon as possible of the expected date of her release from disability, or
 - b. A leave of absence without pay or increment to begin after accumulated Paid Time Off days are exhausted. The Committee will continue fringe benefit coverage until three (3) months after delivery. After that time, the teacher may remain in the group while on leave by paying the group rate cost to the school district. A teacher taking this leave must notify the Superintendent in writing by April 1st of her intention to return to her position at the commencement of the next school year. A teacher who chooses option a will, in addition, be granted option b upon request.
 - c. For either of the above options, maternity leave may not extend beyond thirteen (13) weeks.
2. An emergency medical leave may be granted without pay or increment of up to one (1) year.

D. Medical Verification

1. Teachers on medical leave under this provision shall ensure that a confidential statement, including the anticipated date of return, from the treating physician be provided to the Superintendent at the time of leave request. The Superintendent may request periodic updates.
2. The School Committee shall, at its own expense, have the right to have the teacher examined from time to time by a physician designated by the Committee for the purpose of establishing the existence, extent and/or anticipated duration of the illness or injury.

E. Other Leaves

1. The Committee and NEA Chariho agree to establish a joint committee on extended leaves. This committee shall be a four (4) member committee consisting of two (2) Union members and two (2) Central Administrators. This committee will receive and make recommendations on requests for the following types of extended leaves:
 - a. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the teacher's immediate family or for other personal reasons.
 - b. A leave of absence without pay or increment of up to one (1) year for the purpose of advanced study.

F. All benefits to which a teacher was entitled at the time his/her leave of absence was granted will continue to him/her upon his/her return.

G. Teachers returning from any unpaid leave of up to one (1) year, or any other leave, shall have the right to return to the position he/she left. Any teacher returning from an unpaid leave greater than one (1) year shall have the right to return to a position for which he/she is certified. For the purpose of G, the term position shall be defined as follows:

1. Elementary: The grade in the building in which the teacher was assigned prior to his/her leave.

2. Secondary: The discipline in the building in which the teacher was assigned prior to his/her leave.
- H. All above requests for extended leaves of absence, unless emergency in nature will be filed with the Superintendent, in writing, by April 1st and shall be confirmed, in writing, by the Superintendent within five (5) days after School Committee action is taken on the requests.
- I. Teachers on an unpaid leave of absence may continue to receive fringe benefits by paying the group rate cost of such benefits to the school district.
- J. Once a teacher has been hired by the School Committee to replace a teacher granted an unpaid leave, the leave must be taken.
- K. The provisions of the Federal and State Family Leave Law will apply (Reference: U.S. Department of Labor Employment Standards Administration Wage and Hour Division W.H. Publication 1477, July 1993).
- L. Teacher Exchange Program: The parties acknowledge the benefit to the Chariho Regional School District and to the teacher of participation in the Fulbright Teacher Exchange Program.
 1. Any teacher who wishes to participate in the Fulbright Teacher Exchange Program must obtain approval to apply from the Committee by October 1st of the school year prior to the year of the proposed exchange. The teacher must notify the Committee of selection for such an exchange by June 1st of the school year prior to the exchange year.
 2. The teacher will, upon return, be placed in the position he/she held at the time of the leave; providing the position still exists.
 3. The teacher will continue to receive his/her salary and benefits under the contract.
 4. The exchange teacher shall be paid by his/her employer and will not be included in the teachers' bargaining unit.

ARTICLE 19

ACADEMIC FELLOWSHIPS AND PROFESSIONAL DEVELOPMENT

- A. A standing committee comprised of four (4) representatives appointed by the Superintendent and four (4) representatives appointed by NEA Chariho will jointly plan professional development programs for the Chariho Regional School District. All programs shall be subject to district approval.
- B. The Chariho Regional School Committee shall annually or bi-annually seek a part-time or full-time Academic Fellow. The Fellow may be appointed for a period not to exceed two (2) years. From the pool of qualified applicants, the Superintendent shall recommend the best qualified candidate to the School Committee without regard to seniority. Teachers who serve in Academic Fellowship positions shall remain in the bargaining unit with commensurate salary and benefits and will be placed upon a leave of absence from their teaching position. At the conclusion of the academic fellowship period, the teacher shall be reinstated to his/her former position.
- C. The Academic Fellow shall guide and facilitate the implementation of a district initiative, project, or improvement effort, as detailed in a posting to all tenured members of the bargaining unit. Included in the work of the Fellow shall be the development and arrangement of a comprehensive professional development program, including on-site college/university level courses and other relevant adult learning experiences which relate to the district initiative, project, or improvement effort. The Fellow shall be an ex-officio member of the standing committee referenced in A.

- D. For district-approved college/university courses offered on site, teachers who earn a documented passing grade are eligible for reimbursement for up to one (1) three (3) credit course per school year. Reimbursement must be requested within two (2) weeks of the issuance of grades.
- E. Grievances related to the appointment of Fellowships may not progress beyond Level Four of the grievance procedure.

ARTICLE 20
PROTECTION

- A. Teachers will immediately report all cases of assault in connection with their employment to the Superintendent through the principal, in writing.
- B. When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against a teacher alleging he/she committed an assault in connection with his/her employment, the Committee may, after investigation, furnish legal counsel to defend the teacher in such proceedings.
- D. The Committee will continue its present liability insurance coverage for teachers on assigned field trips or similar assigned supervisory duties.

ARTICLE 21
PERSONAL INJURY AND PROPERTY DAMAGE

- A. Whenever a teacher is absent from school as a result of any personal injury occurring in the course of his/her employment, he/she will be paid the difference between his/her salary and Workers' Compensation benefits for the period of his/her disability, provided that he/she notifies the Superintendent in writing of the injury within five (5) school days of the date of occurrence, unless the teacher is physically unable to do so, and further provided that all such payments shall cease upon retirement of the teacher.
- B. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties. The teacher and/or NEA Chariho may also have a physician examine the individual. Any dispute will be resolved in accordance with the grievance procedure.
- C. The Committee will reimburse a teacher for any clothing or other personal property damaged or destroyed in the actual performance of his/her teaching duties, less any recovery for such damage receivable from other sources, provided that the teacher bears no responsibility for such damage or destruction and further provided that the teacher notifies the School Committee, in writing, within two (2) days of the date of the alleged damage.

ARTICLE 22
INSURANCE

- A. The Chariho Regional School Committee shall provide, on a fully-paid basis the following coverages:
 - 1. Workers' Compensation.

2. Social Security or Survivors' Benefits.
3. All teachers employed by the School Committee as of September 1988 will be provided an individual group term life insurance plan, with accidental death and dismemberment benefits, in the amount of \$40,000 to age seventy (70). Should any of these employees retire prior to age seventy (70), they may purchase the group life insurance at the group rate to age seventy (70)

All teachers employed by the School Committee after September 1988 will be provided an individual group term life insurance plan, with accidental death and dismemberment benefits, in the amount of \$40,000 to age seventy (70). Should any of these employees retire prior to age sixty-six (66), they may purchase the group life insurance at the group rate through age sixty-five (65).

- B. The Committee shall pay the annual cost of the following coverages for all certified personnel as follows:

	2009-2010	2010-2011	2011-2012
Hired Prior to July 1, 1996	95%	90%	84%
Hired On or After July 1, 1996	84%	84%	84%

1. Family Plan or Single Plan Health Insurance, as appropriate, that is substantially similar to that in existence (Healthmate Coast to Coast) on September 1, 2009.
2. Family Plan or Single Plan Dental Insurance, as appropriate, that is substantially similar to that in existence (Delta Dental) on September 1, 2009.
3. Those members currently enrolled in a plan other than that referenced in section one (1) above may continue to do so, but shall pay the difference in premium if that plan is more expensive. Only the plans referenced in sections one (1) and two (2) above shall be made available to members of the bargaining unit not currently enrolled in an alternate plan. Committee payments, as indicated in the chart above, shall apply.
4. Any member may elect, on an annual basis, to refuse the coverages in sections one (1) and two (2) above, in which case, the Committee shall reimburse the member as follows:

	2009-2010	2010-2011	2011-2012
Family Plan Health	\$ 4,500	\$ 4,250	\$ 4,000
Single Plan Health	\$ 2,000	\$ 1,750	\$ 1,500
Family Plan Dental	\$ 400	\$ 400	\$ 400
Single Plan Dental	\$ 100	\$ 100	\$ 100

The teacher must sign a notarized statement signifying withdrawal for the full year, which holds the Committee harmless for unforeseen changes in the teacher's status.

5. a. When multiple family or household members are employed by the District, one (1) family plan will be offered to members hired for the 2010-2011 or subsequent school years, with no opportunity for reimbursement as outlined in section four (4).
- b. Health and/or dental benefits shall not be offered to members of the bargaining unit hired to less than a one-half (.5 FTE) position. For those members hired for the 2010-2011 and subsequent years to a one-half (.5 FTE) or greater position, health and/or dental premiums shall be pro-rated (e.g. .6 FTE shall pay 40% of premium); in no case shall the members' contribution be less than 16%.

6. Bargaining unit members shall, before undergoing elective and/or non-emergency surgery, obtain a second opinion.
- D. Teachers on unpaid leaves may continue to purchase the group plans at their own expense.
- E. Any teacher eligible to retire under the Employees' Retirement System of Rhode Island may elect an early retirement plan as described in Appendix C.
- F. The Chariho Regional School District shall establish a qualified Section 125 Plan to include, but not be limited to, health, dental, and dependent care.
- G. Individuals retiring during the term of this contract hereby acknowledge and agree to be bound by future negotiations/changes related to health coverage contained herein.
- H. A Joint Healthcare Committee shall be established, comprised of two (2) members appointed by the Superintendent and two (2) members appointed by NEA Chariho. The Joint Healthcare Committee, which shall be provided with all requested available information, shall meet on a regular basis to:
 - Review the mix of health and dental benefits made available to the membership,
 - Explore cost savings measures, which the Union will agree to so long as benefits are not impacted; benefit enhancements; and alternative plans and providers,
 - Meet with provider representatives to review current plans and potential proposals, which must clearly identify increases or reductions in member costs and/or benefits, and
 - Make recommendations with respect to health insurance to the School Committee and NEA Chariho.

ARTICLE 23
DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of teachers who sign an authorization card, uniform dues for NEA Chariho, NEA Rhode Island and the National Education Association as said teachers individually and voluntarily authorize the Committee in writing to do so.
- B. The monies deducted will be forwarded to NEA Chariho in equal installments beginning on the first payday in October and ending on the last payday in March. If a teacher terminates employment during the year, the balance of the dues will be deducted from his/her last check.
- C. It is recognized that the negotiation and administration of this Agreement entails expenses, which should be appropriately shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join NEA Chariho in accordance with its Constitution and By-Laws and/or execute an authorization for dues deduction, such teacher will, as a condition of employment by the Committee, have an amount deducted from his/her salary as certified by the Executive Secretary of NEA Rhode Island to the Chariho Regional School Committee on or before September 15th of each school year, which sum will be forwarded to NEA Chariho. Such sum will not exceed the annual membership fee of NEA Chariho/NEA Rhode Island/NEA, and deducted in the same manner as the regular membership. To this end, if a teacher does not pay to the exclusive bargaining organization the service charge, as a contribution toward the collective bargaining procedures involved in securing a contract, such teacher will be terminated within ninety (90) days from the second (2nd) payday in October of each year. NEA Chariho agrees to indemnify and hold harmless the Committee for any disputes or claims arising out of this provision.

ARTICLE 24
SUMMER SCHOOL AND ADULT EDUCATION

- A. All openings for summer school, Career and Technical Center ramp up programs, adult education, and similar positions will be posted whenever possible not later than ten (10) days prior to the start of said session. Timelines identified in Article 14, Section C shall be followed. All position awards are dependent upon enrollment.
- B. Positions in summer school, Career and Technical Center ramp up programs, adult education, and similar programs, will, to the extent possible, be filled first by regularly appointed teachers in the Chariho Regional School District insofar as such preferences are consistent with the educational needs of the district.
- C. In filling such positions, consideration will be given to a teacher's area of competence, most recent relevant assignment, major and/or minor fields of study, quality of teacher performance, and length of continuous service in the Chariho Regional School District.
- D. The rate of pay for positions in the summer school and adult education is stipulated in Appendix B.

ARTICLE 25
GRIEVANCE PROCEDURE

A. Definitions

- 1. A grievance is written claim arising under this Agreement which affects the conditions of a teacher or group of teachers and/or the interpretation, application, or meaning of any of the provisions of this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim, any person who might be required to take action or against whom the action might be taken in order to resolve a claim, and the president of NEA Chariho or his designee.
- 4. School days are days on which school is in session.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise affecting the welfare or working conditions of the teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One, and having a grievance adjusted at Level One without intervention of the NEA Chariho, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The limits may be extended by either side, providing proof of adequate research of the grievance will be offered by the parties concerned. Should either party disagree with the proof of adequate and reasonable study, the grievance will proceed to the next level.

In the event a grievance is filed which might not finally be resolved at Level Four under the

time limits set forth herein by the end of the school year and could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced, if practicable, so that the grievance may be exhausted prior to the end of the school year, or as soon thereafter as is possible.

1. Level One:

A teacher with a grievance will first discuss it with the principal or immediate supervisor, either directly or through NEA Chariho's representative, with the objective of resolving the matter informally. The grievance must be presented within ten (10) school days from the date of occurrence and answered within five (5) school days after such discussion.

2. Level Two:

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance, in writing, with the president of NEA Chariho within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the president will refer it to the principal.
- b. The principal will represent the administration at this level of the grievance procedure. Within five (5) school days after the receipt of the grievance, the principal will meet with the aggrieved person and the president in an effort to resolve it. The principal will render a decision, in writing, within five (5) school days after the meeting.

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance with the president within five (5) school days after the decision of the principal, or ten (10) school days after he/she met with the principal, whichever is sooner. Within five (5) school days after receiving the written grievance, the president will refer it to the Superintendent. The Superintendent will hold a hearing within ten (10) school days after receipt of the grievance and render a decision within five (5) school days after the hearing.

4. Level Four:

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the president will refer it to the Committee within thirty (30) school days. The Committee will hear the grievance within fifteen (15) school days after presentation, and render a decision within five (5) school days after the hearing.
- b. Any party in interest shall have the right to appear before the Committee and be heard in executive session.

5. Level Five:

If the aggrieved person is not satisfied with the disposition of the grievance at Level Four, the aggrieved person may choose to submit the matter to arbitration within forty-five (45) school days in either of the following manners:

- a. Appeal in accordance with the provisions of Title 16, Chapter 39 of the General Laws of Rhode Island, 1956, as amended, to the full extent permitted by law.
- b. Submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which will act as the administrator of the proceedings. The arbitrator will have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

- c. Each party shall bear the full cost for its outside representatives in arbitration. The cost of the neutral arbitrator and the AAA will be divided equally between the parties.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, a Union representative, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than NEA Chariho; NEA Chariho will be represented at all grievance hearings from Level Two through Level Five.
3. The Committee and NEA Chariho shall not be permitted to assert in arbitration any ground or rely on any evidence not previously disclosed to the other party.

E. Miscellaneous

1. If, in the judgment of the president, a grievance affects a group of teachers, the president may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance will commence at Level Two. The president may process such a grievance procedure even though the aggrieved person does not wish to do so. Likewise, after investigation, the President may choose not to process a grievance from a member of the bargaining unit.
2. Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the president. Decisions rendered at Level Five will be in accordance with the procedure set forth in Level Five.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent or his/her designee and NEA Chariho and will be reproduced and given appropriate distribution by the Superintendent or his/her designee so as to facilitate operation of the grievance procedure.
5. NEA Chariho and the Committee agree to make available to each other and to any grievant and/or his/her representative all information not privileged under law in their possession or control and which is relevant to the issues raised in the grievance.
6. Reference to the president in this Article shall mean the president or his/her designee.
7. If the School Committee or its designee does not render a decision within the prescribed time limits, the grievance shall be considered awarded in favor of the grievant. The only exception to this provision will be when an emergency situation necessitates an unavoidable delay. The reason for the unavoidable delay will be communicated to the president of NEA Chariho.
8. All time limits may be extended by mutual agreement.

ARTICLE 26 **NEGOTIATION PROCEDURE**

- A. Upon receipt of written notice, prior to August 31st of the year preceding the expiration date of this contract given pursuant to the requirements of Article 31 herein, the Committee and NEA Chariho agree to enter into negotiations over a successor agreement, not later than the following September 15th, in accordance with the procedure set forth herein a good faith effort to reach agreement concerning teachers' hours, salaries, working conditions, and other terms and conditions of professional employment.
- B. During negotiations, the Committee and NEA Chariho will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it is so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described in Section A above have reached an impasse, as defined in Title 28, Chapter 9.3 of the Acts of 1966, then the procedure described in that Chapter shall be followed.
- D. The Committee and NEA Chariho agree that all negotiable items have been discussed during all the negotiations leading to the Agreement and therefore agree that negotiations will not be reopened on any items unless mutually agreed upon.

ARTICLE 27
SENIORITY AND CERTIFICATION GUIDELINES

- A. Seniority, the length of continuous service in the Chariho Regional School District, begins with a person's first day of employment; that is, their first actual teaching day.
- B. In the situation where the seniority date is the same between individuals, a lottery will be used to break the tie.
 - 1. All individuals that hold emergency certification, a one (1) year only position, or are awaiting an official decision on certification, on their first actual teaching day will be placed at the end of the seniority list.
 - 2. In the event where there is more than one (1) individual as specified in B.1. above, a lottery of all similarly-situated teachers will take place.
- C. Teachers who do not report for work for one hundred and thirty five (135) teaching days in a given year shall not accrue seniority or advance on the salary schedule for that year. However, any teacher on an approved, medically-documented leave of absence will continue to accrue seniority.
- D. Only teachers certified in Early Childhood Education may post to positions at the Pre-K -2 grade levels; provided, however, that:
 - 1. Any member currently teaching grades 1-4 may post to any position in grades 1 and 2.
 - 2. Any other teachers who hold an elementary certificate may post to any position in grades 1 and 2, but must complete one (1) of the following by December 31 of the first year and the second by December 31 of the second year of said position:
 - a. A university level course in the content area of reading readiness and developmental reading; and
 - b. A workshop offered or approved at the district level in the content area of curriculum and methods in early childhood education.

- E. It is the responsibility of each member of the bargaining unit to maintain appropriate certification or licensure for his/her position, and to notify the Superintendent of any change in certification or licensure.
 - 1. A member of the bargaining unit not appropriately certified or licensed for his/her position shall be placed on unpaid leave unless a position exists for which the individual is certified. The person shall have no right to displace any other member of the bargaining unit. This provision does not apply to those individuals awaiting an official decision on certification or licensure.
 - 2. Members of the bargaining unit shall maintain the certificate or license required for the position he/she holds as of the start of the 2010-2011 school year and for any position acquired thereafter.

ARTICLE 28
GENERAL

- A. The Committee shall not discriminate in any way against any teacher by reason of his/her membership in, or participation in, the activities of NEA Chariho or his/her exercising of rights granted under this Agreement.
 - 1. No teacher will be disciplined, reprimanded, reduced in rank or compensation, terminated or deprived of any professional advantage without just cause. Just cause includes but is not limited to (1) engaging in behavior which may cause harm or a safety risk to students, parents, and/or staff members, (2) engaging in unprofessional behavior with students, parents, and/or staff members, (3) teaching performance that remains less than proficient despite support offered over a two (2) year period through a Professional Growth Plan, (4) consistent violations of School Committee policy, and (5) consistent violations of the collective bargaining agreement.
- B. If it is necessary, pursuant to the Grievance Procedure in Article 25 of this Agreement, for any NEA Chariho representative to attend a grievance meeting or hearing during the school day, he/she shall, with permission of the Superintendent or his/her designee, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigation, meeting or hearing as a witness shall be accorded the same right. NEA Chariho agrees that these rights shall not be abused.
- C. NEA Chariho representatives shall be permitted to use non-teaching time during a regular work day for the performance of NEA Chariho business arising under this Agreement and involving management-labor relations.

It is expressly understood that such representatives are full time teachers and that the right to perform NEA Chariho work during the regular workday, which is provided for in this Article 28, will be exercised no more frequently and no longer than necessary.
- D. When the Superintendent is preparing the school calendar for consideration by the School Committee, he/she will invite the president of NEA Chariho or his/her designee to consult and shall report on the outcome of those consultations to the School Committee. Beginning in the 2010-2011 school year, the calendar shall include no more than ten (10) ninety (90) minute early release and/or late arrival days for students.
- E. This agreement constitutes Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect as Committee

policy. The Committee will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to provisions of this Agreement.

- F. Both the Committee and NEA Chariho agree that they will be bound by and abide by all pertinent statutes and regulations of the State Board of Regents and the Department of Education.
- G. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
- H. The Superintendent shall make every effort to provide the union president with an advance copy of the agenda for each regularly scheduled monthly or special School Committee meeting. The Superintendent shall attempt to notify the union president of all official meetings of the School Committee.
- I. The Committee shall furnish the Union with one (1) copy of the School Committee Policy Handbook. Any revisions to said document shall be forwarded to the president upon adoption by the School Committee.
- J. To the greatest extent possible, the school committee agrees to provide teachers with facilities that are professional, well-maintained, secure, and designed to meet the educational needs of students, including (1) classroom space in which teachers may safely store and lock instructional materials and supplies, (2) a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials, (3) an appropriately furnished area restricted to faculty and secured nights and weekends, and (4) one telephone located in a private area in each building.

ARTICLE 29 **COOPERATION**

- A. The Union agrees to appoint representatives to serve on special committees when requested to do so. When teachers serve on committees, whether appointed or voluntary, the written recommendations of said committees shall be made by a majority vote or by consensus and shall be transmitted to and considered by the person or body ultimately responsible for the decision.
- B. NEA Chariho agrees to make a concerted effort to work with the Committee and the administration in developing the total educational program into one that is unique to the Chariho Regional School District, and to support the Committee vocally and actively by its presence at hearings and public meetings in the interest of sound education.

ARTICLE 30 **LAYOFF AND RECALL**

A. Layoff:

Teachers, whose services are suspended, terminated or non-renewed for reasons other than performance and/or misconduct, shall be acted upon in the reverse order of seniority and within the area of certification in which the layoffs are to occur. Refer to Article 15, Section F.

B. Recall:

1. Any teacher laid off pursuant to this Article shall have recall rights in order of seniority.
2. The right to recall extends to any teaching vacancy in any area in which the laid-off teacher is certified.

3. Teachers on recall will retain all accumulated Paid Time Off which they had at the time of the layoff.
4. Teachers on recall shall continue to accrue seniority while on recall.
5. Article 30 does not apply to any teacher who is terminated for job performance, for disciplinary reasons, or for lack of certification as of the last day of the school year.
6. For the purpose of B, the term position shall be defined as a teaching vacancy for which the laid-off teacher is certified.
7. When the School Committee intends to fill a position for which a laid-off teacher has certification, the Superintendent shall notify, by certified mail, return receipt requested, at the last known address, the teacher with the greatest seniority in the area of certification. That teacher will notify the Superintendent, in writing, of his/her intent to accept or reject the position within seven (7) calendar days after receipt of notification.
8. If the teacher refuses to accept the position offered, or fails to respond to such notification within the above time limit, such teacher will lose all recall rights under this provision. Should this occur, the Superintendent will then notify the teacher with the next highest seniority in the area of certification of such vacancy, and the same procedure shall apply.
9. No teacher shall forfeit his/her recall rights by refusing to accept recall if the position rejected is for a shorter duration than the length of his/her prior appointment.
10. No teacher shall forfeit his/her recall rights by refusing to accept recall if the position rejected is for a different teaching load than he/she carried during his/her prior employment.
11. A teacher may accept a recall to a position for a shorter duration than the length of his/her prior appointment and/or to a position for a different teaching load than he/she carried during his/her prior employment, and he/she shall not forfeit his/her recall rights and he/she shall remain on the recall list.
12. A member of the Bargaining Unit on recall shall be eligible to purchase health benefits at the group rates for the time he/she remains on recall.
13. The Superintendent and the president, or their designees, shall maintain a recall list of all teachers who have been laid off. By August 30th, this list shall be complete, showing the names of those teachers laid off, the date of layoff, seniority date, areas of certification, teaching load, and length of appointment.

ARTICLE 31 **COMMUNICATION**

- A. School Committee members will not act individually on matters of school policy with school teachers or other individuals; rather, they will promptly refer the teacher or the individual to the Superintendent or his/her designee.
- B. When any complaint involving the performance of a teacher is received by an individual School Committee member, that member, after listening to the complaint, will contact the Superintendent and transmit the complaint. The Superintendent will then discuss the complaint with the principal and with the teacher prior to taking any action.

ARTICLE 32 **DURATION**

The provisions of this Agreement will be effective as of September 1, 2009 and will continue and remain in full force and effect until August 31, 2012.

This agreement will automatically be renewed for additional successive terms of one (1) year each unless either the Committee or NEA Chariho gives written notice, by registered mail, to the other, prior to August 31 of the year next preceding the year of then-scheduled expiration (i.e., at least one-year's prior advance notice), of its desire to reopen this Agreement and to negotiate the terms of a new Agreement

The Committee and NEA Chariho agree that, during the life of this Agreement, grievances as defined in Article 25 arising between them shall be settled in accordance with the Grievance Procedure. NEA Chariho agrees that it will not engage in, institute or condone any strike or work stoppage or any concerted refusal to perform work over any matter subject to the Grievance Procedure.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 29th day of October, 2009.

Chariho Regional School Committee

NEA Chariho

By _____

By _____

Witness _____

Witness _____

APPENDIX A
SALARY SCHEDULE

<u>Step</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
1	38,564	38,564	38,564
2	41,243	41,243	41,243
3	44,028	44,028	44,028
4	46,920	46,920	46,920
5	49,919	49,919	49,919
6	53,026	53,026	53,026
7	56,240	56,240	56,240
8	59,560	59,560	59,560
9	64,702	64,352	63,570
10	70,892	69,145	67,580
11	72,310	73,937	71,590
12			75,600

Advanced Work Reimbursement

Masters or B+36	2,106
Masters + 30 **	3,179
CAGS or 2 Masters	4,240

Requests for Advanced Work Reimbursement must be made prior to October 1 of the year in which the reimbursement is to take effect.

**Courses may be taken before or after receipt of a Masters Degree and with prior approval of the Superintendent. Courses must be taken in an area related to teacher's assignment or certification, but not necessarily in a planned program.

NOTE: All teachers employed by the Committee as of July 1, 1988 will be grandfathered and receive reimbursement for B+15 at \$564 and B+30 at \$1,407 until they achieve the next higher level of reimbursement.

Longevity

Teachers shall receive, during the year of service in the District, as listed:

<u>Years</u>	
11 - 14	700
15 - 19	1,200
20 - 24	1,500
25 or more	2,000

Longevity shall no longer be available for members hired for the 2010-2011 and subsequent school years.

APPENDIX B
AUXILIARY POSITIONS AND COMPENSATION

CLASS COVERAGE AND STIPENDED POSITIONS

Class Coverage (per coverage)**	20/40
Lead Teachers	1,500
Mentor Coordinator	2,000
Mentor (of teacher new to profession)	900
Mentor (of veteran teacher)	500
Consulting Educator	500

**The class coverage rate is \$20 for a period of up to fifty (50) minutes and \$40 for a period of up to ninety (90) minutes.

All positions which may exist under Appendix B shall be posted as vacancies as per Article 14 at least once every three (3) years. Evaluation of performance will continue to be provided on an annual basis for annual re-assignments. Applicants may apply for an unlimited number of consecutive three (3) year assignments.

The appointments of the Athletic Director, Assistant Athletic Director, Adult Education Director, extra-curricular advisors, and athletic coaches shall be made without discrimination in accord with applicable state and federal law. The positions shall be filled on the basis of the best qualified candidate available. The compensation and the length of all appointments shall be determined by the School Committee. Bargaining unit members appointed to the said positions shall be dismissed only for just cause. The provisions in this paragraph shall not be subject to the grievance procedure in Article 25.

HOURLY RATE

The hourly rate shall be \$24 for posted positions to include, but not be limited to, computer lab supervisor, writing lab supervisor, extended school day supervisor, detention supervisor, PLATO lab supervisor, Saturday service supervisor, bus duty supervisor, adult education teachers, home tutors, curriculum developers, and summer school teachers.

EXTENSION OF SCHOOL YEAR

Extension of salary for summer work for teachers of agricultural sciences shall be not less than five (5) days per year for two (2) teachers or ten (10) days per year for one (1) teacher.

Career & Technical/High School guidance extension of salary for duties performed beyond the normal school year shall be not less than ten (10) days per year. All other guidance counselors who work beyond the school year shall be compensated at a pro-ration of their salary rate for each day worked.

All teachers, except as noted above, will be compensated in the amount proportionate to their position on the salary schedule for duties performed beyond the normal school day and/or beyond the normal school year.

MILEAGE

Authorized members of the bargaining unit required to travel to more than one (1) location during a school day, or to travel in the course of his/her duties, shall receive remuneration at the maximum rate per mile allowed by the IRS.

MAXIMUM CLASS SIZE

Teachers assigned students beyond maximums as defined in Article 10 shall be compensated as follows:

Elementary	\$ 10	per student per day
Guidance	\$ 2	per student per day
Secondary	\$ 2	per student per period
Specialists.....	\$ 2	per student per period

**DEPARTMENT CHAIRPERSONS/DIRECTORS/HOUSE LEADERS/
CURRICULUM AREA LEADERS**

Department Head, House Leader, and Curriculum Area Leader positions will receive the following stipends:

HS English	10% of salary*
HS Social Studies	10% of salary*
HS Mathematics	10% of salary*
HS Science	10% of salary*
MS/HS Business/Technology Education	10% of salary*
MS/HS Health/Physical Education	10% of salary*
HS Special Education	10% of salary*
MS/HS Foreign Languages	10% of salary*
MS Unified Arts***	5% of salary*
HS Unified Arts***	5% of salary*
MS House Leaders	5% of salary*
MS Curriculum/Special Education Area Leaders	5% of salary*
MS/HS/CTC Guidance Director	10% of salary*
MS/HS Deans of Students**	10% of salary*

*“Salary” shall be calculated using base salary, advanced degree(s), and longevity. As the above positions are reposted, “salary” shall mean base salary only.

**Deans of Students will remain in place as long as the School Committee funds these positions. Deans work four (4) days beyond the work year for teachers. Deans work thirty (30) minutes prior to student arrival and sixty-five (65) minutes after student departure. At the discretion of the administration, Deans may be assigned to supervise one (1) advisory. Deans may take a renewable one (1) year leave of absence from his/her current position so long as performance in the position of Dean is satisfactory, as determined by the principal. Request for leaves must be made by February 1st.

***Coordination and dissemination of information responsibilities only; no reduction in teacher schedule.

Department Heads, House Leaders, and Curriculum Area Leaders will be initially appointed to serve a three (3) year term (the first two (2) years being a probationary period).

INSERVICE FACILITATOR

- A. Teachers with twenty years in Chariho shall be eligible once during the remainder of his/her career to be an Inservice facilitator for a school year.
- B. During the 2009-2010 school year, ten (10) teachers shall be eligible to complete an Inservice Facilitator project. During the 2010-2011 school year, a maximum of five (5) teachers shall be eligible to complete an Inservice Facilitator project. A letter of intent to complete a project must be filed with the Superintendent by November 1st of the year in which the project is to be completed. Those teachers who are most senior in District shall complete a project.
- C. Those teachers who complete an Inservice Facilitator project in any given school year must submit a proposal to the Superintendent by January 1st. The project must have the goal of increasing student achievement. The proposal must include a detailed project outline including, but not limited to, (1) title, (2) objective, (3) rationale, (4) description of project, and (5) method of evaluation. The Superintendent reserves the right to require revisions to proposals.
- D. The final Inservice Facilitator project must be submitted to the Superintendent for approval by March 1st. Following approval, the project must be presented to a mutually-agreed upon group of faculty.
- E. The stipend for said position shall be \$5,700 and will be paid when all requirements have been met.
- F. The School Committee and NEA Chariho recognize that this program is designed to further the goals set forth by the Governor's 1991 Task Force in its report "To Improve Education in Rhode Island by the Year 1991", by making teachers feel "more valued as they put their experience and training to further use" and by increasing the "status, recognition and salary" of experienced teachers.
- G. Teachers participating in a Professional Growth Plan are not eligible for the Inservice Facilitator Stipend.
- H. The availability of the Inservice Facilitator program shall end at the conclusion of the 2010-2011 school year.

APPENDIX C

EARLY RETIREMENT INCENTIVE

A. Early Retirement Plan

Teachers who are not participating, or who have not participated, in the Inservice Facilitator Plan, which will no longer be available after the 2010-2011 school year, may opt for the following:

- 1. Any teacher whose age and years of teaching total at least seventy-five (75), who has been employed by the Chariho Regional School District for at least twenty (20) years, and who is eligible to collect retirement benefits under the Employees' Retirement System of Rhode Island, may receive the following benefits of this Article under the following conditions:
 - a. Said teacher must notify the Superintendent of the intention to retire before June 30th of the school year proceeding the last full year of service.
 - b. A teacher applying for said early retirement incentive plans to complete the entire school year prior to retirement.

2. Early retirement incentive shall be calculated in the following manner:
(70 minus age at time of planned retirement) times \$350 equals the amount to which the teacher is entitled.
 3. The total amount to which the teacher is eligible shall be taken in his/her last year of service as salary. In lieu of the amount taken as salary, the teacher may elect to receive said amount in a lump sum payment upon retirement.
 4. In the event of the death of a teacher who has not received total payment as calculated above, his/her beneficiary shall receive the balance of the amount due. Teachers shall designate a beneficiary when notifying the Superintendent that he/she shall be retiring under the provisions of this Article.
- B. Those teachers who retire within the first three (3) years of their eligibility to collect retirement under the State Retirement System will, upon request, be covered by the following co-payment plan:
1. The School Committee will pay \$2,000 each year towards health insurance for the family plan coverage until he/she reaches age sixty-five (65).
 2. The School Committee will pay \$850 each year towards health insurance for the individual plan until he/she reaches age sixty-five (65).
In the event that both a teacher and his/her spouse are eligible under Section II, one shall be eligible for Section A and the other eligible for Section B, for a total payment by the School Committee of \$2,850 each year.
 3. The teacher may opt not to participate in the co-payment plan for any number of years while he/she is covered by a spouse's family plan.
 4. The teacher can opt to participate in the co-payment plan once he/she is no longer covered by a spouse's family plan. Participation can be effected only on the annual anniversary date of the group policy if the retiree is entering from an insurance plan other than Blue Cross/Blue Shield.
 5. Payments by the retired teacher must be made before the first of each month, or sooner, or in a lump sum, to the School District or the individual will be dropped from the co-payment plan for that year.
- C. Retirees may continue to participate at their own expense in the Chariho group plan for health insurance for a period of four (4) years from the date of their retirement or until they reach age sixty-five (65) whichever occurs first. This provision is effective for those who retire after September 1, 2002.
- D. All retired teachers may continue to participate in the Chariho group plan for life insurance at their own expense.
- E. All retired teachers may continue to participate in the Chariho group plan at their own expense for dental insurance to age sixty-five (65) or until a group plan, outside of the Chariho group, is offered for retirees; whichever occurs first. Payments for those participating in the Chariho group plan shall be on a semi-annual basis.