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#840043

AGREEMENT

between

**THE WARWICK
SCHOOL COMMITTEE**

and

**THE WARWICK
TEACHERS' UNION**

September 1, 2000

to

August 31, 2003



1,000
Teachers

7/6/01

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PREAMBLE

The School Committee of the City of Warwick and the Warwick Teachers' Union, Local 915, American Federation of Teachers, AFL-CIO, recognize the importance of developing a sound educational system. The School Committee and the Warwick Teachers' Union agree that they have a respective responsibility and obligation to promote the highest degree of quality education for the City of Warwick and affirm their interest to work toward the achievement of educational excellence in the city.

The following agreement, therefore, is made and entered into on this 1st day of September, 2000 by and between the School Committee (hereinafter referred to as the Committee) and the Warwick Teachers' Union, Local 915, American Federation of Teachers, AFL-CIO, (hereinafter referred to as the Union).

ARTICLE I

RECOGNITION

1-1 The School Committee hereby recognizes the Warwick Teachers' Union, Local 915, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all those employees in the bargaining unit, in accordance with Chapter 9.3 of the School Teacher's Arbitration Act, employed by the Warwick Public Schools, for the purpose of negotiating with respect to salaries and other conditions of employment for the duration of this agreement.

1-2 It is understood that personnel holding the title of supervisor, coordinator, or director, day-to-day substitutes and substitutes employed for less than six months are excluded from the aforementioned bargaining unit and that a teacher engaged in

teaching in the Adult Education or the Summer School Programs in which field he/she has a provisional or standard teaching certificate issued by the State Department of Education as well as school psychologists, shall be represented by the Warwick Teachers' Union in the same manner and to the same extent as is any other teacher as defined herein.

ARTICLE II

NONDISCRIMINATION CLAUSE

2-1 The parties agree to follow a policy of not discriminating against any employee on the basis of race, color, creed, age, national or ethnic origin, sex, handicap/disability or marital status or membership or participation in or association with the activities of any employee organization in compliance with Rhode Island statutes.

2-2 The School Committee agrees that any teacher shall be free to join or not to join any teacher organization and the Committee further agrees that the administration shall neither discourage nor encourage membership in any teacher organization.

ARTICLE III

GRIEVANCE PROCEDURE

THE PROMPT, INFORMAL AND CONFIDENTIAL ADJUSTMENT AND SETTLEMENT OF GRIEVANCES IS ENCOURAGED AND THEREFORE THE FOLLOWING PROCEDURE TO ACCOMPLISH THESE PURPOSES IS HEREBY ESTABLISHED:

3-1 DEFINITION

3-1.1 A grievance shall mean a complaint by an employee that (1) he/she has been treated unfairly or inequitably, (2) there has been a violation,

misinterpretation or misapplication of the provisions of this contract, (3) that his/her health, safety or liability is jeopardized.

3-1.2 As used in this Article, the term employee shall mean (1) an individual employee, (2) a group of employees having the same grievance, (3) the Union.

3-2 PROCEDURES

3-2.1 (a) Level 1 A teacher shall submit his/her grievance, in writing, on a Union Grievance Report Form to the Union president. Within five (5) days after receipt of the grievance, the Union president shall notify the principal of the filing of the grievance. The teacher, the Union president and/or his/her designee, and the principal of the school shall meet for a hearing on the grievance within five (5) school days of the notification by the Union of the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. The principal shall convey his/her decision in writing to the Union within five (5) days of said hearing.

If the grievance is not resolved or if no decision has been rendered within five (5) school days after presentation of the grievance, the Union on behalf of the employee may submit it in writing within five (5) days on the grievance form annexed to this Agreement to the Administrator in charge of hearing Level 2 grievances. Such written grievance must be filed within thirty (30) school days following the act or circumstances giving rise to the grievance. Filing a grievance after said time limit will render the grievance invalid.

(b) The Administrator in charge of Level 2 grievances may at his/her discretion, require a meeting with the employee and his/her Union representative for a hearing within ten (10) school days of receipt of the written grievance, to hear the presentation of the employee's grievance.

(c) The Administrator in charge of Level 2 grievances shall render a decision in writing to the employee and to the Union within ten (10) school days after the hearing or within ten (10) school days after the receipt of a grievance, in the event that a hearing is not held.

3-2.2 (a) If the grievance is not resolved at Step 2, the aggrieved, through his/her Union representative may appeal the decision at Step 2 to the Superintendent of Schools within five (5) days after receipt of the written decision of the Administrator in charge of Level 2 grievances.

(b) The Superintendent may, at his/her discretion, meet with the aggrieved and his/her union representative within ten (10) school days of the receipt of the appeal.

(c) The Superintendent shall render a decision in writing to the employee and the Union within ten (10) school days after the hearing or within ten (10) school days after the receipt of a grievance in the event that a hearing is not held.

(d) Grievances which arise from an alleged violation of Article V (Promotional Policy) and Article 6-2 (Job Opportunities) of this agreement shall proceed directly to and be initiated at the Superintendent level of this procedure.

3-2.3 ARBITRATION

(a) In the event a grievance shall not have been settled under the procedures above, the Union may proceed directly to arbitration which shall be binding.

(b) Notice of intention to request submission to arbitration must be made in writing addressed to the Chairman of the School Committee not later than ten

(10) school days following the decision of the Committee or the expiration of the time limits for making such decisions, whichever shall first occur. The parties agree that arbitration shall be conducted in accordance with the rules of the American Arbitration Association (voluntary labor arbitration rules). There shall be a single arbitrator, unless mutually agreed to otherwise by the parties.

(c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms of this contract. He/she shall not have the power to add to, delete from, or modify in any way any of the provisions of this contract. He/she shall have the power to make appropriate compensatory awards. The decision of the arbitrator shall be final and binding upon the parties and all concerned. Fees and expenses of the arbitrator shall be shared by both parties. The arbitrator shall have twenty (20) days to render his/her decision in writing.

(d) Use of past practices in arbitration hearings.

(1) An arbitrator shall have the authority to consider the existence of a past practice that may exist between the parties only under the following circumstances:

(a) The collective bargaining agreement does not contain an express provision that is the subject of the grievance, or

(b) The collective bargaining agreement contains a provision that is unclear and ambiguous.

(c) The party claiming the existence of a past practice shall be required to prove by clear and convincing evidence that the practice:

- (i) is unequivocal;
- (ii) has been clearly enunciated and acted upon;
- (iii) is readily ascertainable;
- (iv) has been in existence for a substantial period of time;
- (v) has been accepted by representatives of the parties who possess the actual authority to accept the practice.

(2) Notwithstanding, a past practice that may exist between the parties may not override any contrary provision of an existing collective bargaining agreement, statute or ordinance.

(3) Notwithstanding, a past practice that may exist between the parties may not override any contrary provision of any written rule, regulation, or policy that has been promulgated, adopted, and published pursuant to either the Administrative Procedures Act or promulgated and published by the appropriate governing entity in a city or town.

(4) Either party may provide written notice to the other party that it no longer intends to be bound by a past practice. Such notification must describe the past practice and set forth the effective date of the termination of the practice. Thirty (30) days following such notification neither party is obligated to follow the practice.

(e) Incorporation of Documents

The following documents shall be incorporated within the Collective Bargaining Agreement:

(1) Existing memoranda of agreement signed by authorized representatives of the parties;

(2) Letters of correspondence between an authorized School Committee official(s) and an authorized Union official(s) which constitute a mutually agreed-upon course of action.

The following documents are enforceable under the collective bargaining agreement: unappealed grievance decisions, arbitration awards and stipulated awards

-PROVIDED THAT-

(1) They have not been modified or revoked by a subsequent contract, written agreements signed by both parties, other mutual agreements, arbitration awards, or unappealed grievance rulings;

(2) They are not offers of settlement of a grievance or grievance resolutions that are settled on a non-precedential basis;

(3) Authorized representatives or officials are any one of the following for purposes of subparagraph (e): chairman of the school committee, the superintendent, assistant superintendent, labor counsel to the school committee, director of human resources, or the designated L-2 school department grievance hearing officer, and if required, the president of the Union or other authorized union official;

(4) Either party who asserts a right under the aforementioned documents must demonstrate mutuality, relevance, authenticity, and that the aforementioned documents remain in effect;

(5) The party who plans to introduce any of the aforementioned documents must transmit same to the other party one (1) week prior to the date that the arbitration hearing is scheduled to be heard;

(6) The arbitrator shall determine the precedential value and weight of the document, taking into consideration the relevance it has to the pending grievance and determining whether the document that is introduced has been modified or revoked by subsequent action of the parties.

3-3 GENERAL PROVISIONS

3-3.1 Failure of the School Committee or its agents at any step of this procedure to hold a meeting or hearing within the time limits prescribed, or to render a timely decision shall permit the aggrieved to proceed promptly to the next step.

The time limits specified at any step may be extended in any particular instance by agreement in writing between the parties.

3-3.2 For the purpose of this article persons proper to be present at hearings at each level of the grievance procedure are defined as the aggrieved, the appropriate Union and School Committee representatives and witnesses. Hearings held during school hours must be by mutual agreement and may be attended by persons proper without loss of pay. Where a witness is a student within the system, such student may be accompanied by his or her parent or guardian during such time such student testifies.

3-3.3 A grievance arising from the action of an official above the rank of principal will first be discussed with that official and if not resolved may be submitted to the Administrator in charge of Level 2 grievances and processed in accordance with Step 2 above.

3-3.4 The Union shall have the right to appeal from the disposition of a grievance of any employee or group of employees at any step of this procedure on its own behalf if the disposition of such a

grievance is regarded as a violation of the contract by the Union.

3-3.5 Nothing in this contract shall be construed as compelling the Union to submit a grievance to arbitration.

3-3.6 No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

3-3.7 No grievance that is processed without the Union's being represented shall be cited as precedent.

3-3.8 The grievant may have another teacher accompany him/her from Step 2 on, provided that the latter is not an officer, an agent, or a representative of any teacher organization other than the Union.

3-3.9 Where the term school day is used it shall mean any day that school is in session; except that during vacation periods it shall mean the normal work day of the school department administrative personnel.

3-3.10 The time limit indicated at each level of the grievance procedure shall be considered as the maximum time limit. The specified time limit may be extended by mutual agreement between the parties. In the event that a grievance is initiated close to the end of the school year, every effort will be made to resolve the grievance prior to the end of the school year to reduce the time limits in order that the grievance procedure will be completed prior to the end of the school year.

3-3.11 In the event that a particular grievance occurs which the Union believes to be a deliberate violation of the agreement, a grievance may be initiated immediately at Step 2 of the grievance procedure.

Such a grievance shall be heard and a decision rendered within 48 hours.

3-3.12 If the decision at level 2 is unsatisfactory, the Union may file for a hearing with the Superintendent within 2 weeks of the receipt of the Step 2 decision.

3-3.13 Such grievances may not be filed on matters of contract interpretation, but only in instances where the Committee has acted contrary to a provision of the agreement and the violation is clearly evident.

ARTICLE IV

UNION RIGHTS

4-1 USE OF SCHOOL FACILITIES

4-1.1 The Committee agrees to provide space on faculty bulletin boards for the exclusive use of the Union for posting notices or announcements.

4-1.2 The Committee agrees to make school buildings available for meetings of members of the bargaining unit called by the union without cost when said facility has not been previously engaged and at reasonable times with permission of the school principal. Meetings held before the school day shall end at least ten (10) minutes before the teachers' work day.

4-1.3 The Union may place materials in the mailboxes of teachers.

4-1.4 On occasions where communications with teachers in a school building through use of mail boxes is extremely difficult, the Union may request the school principal to have brief announcements made over the public address system. The principal may grant the request if, in his/her opinion, the

announcements are not inconsistent with the effective and efficient operation of the school.

4-2 RELEASED TIME

4-2.1 In instances where the attendance of an officer of the Union is required for a conference at the request of the administration, he/she shall be released from his/her teaching duties with no loss of pay. Where the request is initiated by the Union President for reasons of an emergency nature and with permission of the Director of Human Resources, he/she may be released from his/her teaching duties with no loss of pay.

4-2.2 The President of the Union and/or his/her designee shall, at the request of the Union President, be granted a reduced teaching schedule. The salary of said person(s) shall be reduced by the pro-rata reduction in teaching time. Fringe benefits will be paid on a pro-rata basis. Seniority will be maintained.

If the President of the Union, another Union officer, or a person designated by the Union is functioning in a full-time capacity for the local Union, he/she shall be given a leave of absence which shall last for the duration of his/her full-time employment. Return from such leave shall be in September of the school year. It is understood that such leave shall be granted on a year to year basis, and that the replacement substitute shall be employed on a one-year basis.

4-3 EXTENDED LEAVE FOR UNION BUSINESS

4-3.1 No more than three (3) members of the Union at Union request shall be granted at least one (1) full year's leave, without pay, for the purpose of engaging in local, state or national union activities.

4-3.2 Upon returning to his/her teaching duties, the teacher shall be placed upon the appropriate step on the salary scale.

4-4 TEMPORARY LEAVE FOR UNION BUSINESS

4-4.1 The Union shall be granted up to twelve (12) days during the school year to attend meetings as official delegates of the Union.

4-5 GENERAL PROVISIONS

4-5.1 The Committee agrees to provide the Union with information not of a confidential nature and which is relevant and necessary to negotiations, providing the information is readily available.

4-5.2 When requested by the Union, the superintendent or his/her designee shall make every effort to meet with representatives of the Union to discuss matters of mutual interest, as well as matters relating to the implementation of this agreement. Policies adopted or maintained by any principal shall not be inconsistent with the terms of this contract.

4-5.3 The President of the Union or his/her designated representative shall have the right to visit schools to investigate teacher complaints or problems, or for any other purpose relating to the terms and conditions of this contract. Such visit shall in no way interfere with the regular teaching duties of the President or his/her designated representative or the instructional program of the school visited. Upon the representative's arrival, he/she shall notify the principal or the person designated by the principal to take charge of the building, of his/her presence and the purpose of his/her visit.

4-5.4 The Union shall be given a place on the agenda of individual faculty meetings for brief announcements.

4-5.5 A copy of the open School Committee meeting agenda shall be sent to the Union at the time it is sent to the School Committee members.

The Union shall, upon written request and approval of the School Committee, be entitled to appear before the Committee to be heard on a particular item of the open School Committee agenda.

4-5.6 In the event that members of the Union, acting in an official capacity, are mutually scheduled by the parties to participate during working hours in conferences, meetings, or in negotiations for this or an ensuing contract, the Committee agrees to grant the necessary time, and they shall suffer no loss of pay.

4-6 DUES DEDUCTION

4-6.1 The Committee agrees to deduct from the salary of its teachers dues for the Warwick Teachers' Union as said teachers individually and voluntarily in writing authorize the Committee to make such deductions. If dues are not deducted because of clerical mistake, etc., the Union shall notify the Personnel Office and the proper deduction will be made from the next possible paycheck.

Upon written request to the Personnel Office a teacher may terminate his/her deductions of Warwick Teachers' Union dues.

Such request shall be made at least sixty (60) days prior to such termination. In such instances the Personnel Office shall notify the treasurer of the Union.

4-6.2 The Committee agrees to make other deductions in effect as of the effective date of this agreement, at the written request of the teacher

except that dues deductions shall be made only from those teachers who are members of the teacher organization which has been designated as the legal and exclusive bargaining representative of the teachers. A separate list of those members who have authorized COPE deductions shall be forwarded to the Union. A separate check for the amount deducted for COPE shall be forwarded to the Union at the same time that the regular dues deduction check is forwarded to the Union.

4-6.3 At the end of each month, a list of all personnel on dues deduction together with the amount deducted from each, will be sent to the treasurer of the Union.

In addition, the Committee agrees to accept forms for dues deduction on a monthly basis throughout the school year.

The School Department's register for dues and other monies deducted shall be processed and forwarded to the city treasurer at the same time as the payroll, with the second payroll of the month.

4-6.4 The Committee and the Union agree that the following form will be used by the teacher to indicate authorization to deduct Warwick Teachers' Union dues:

DUES DEDUCTION FORM

TO: WARWICK SCHOOL COMMITTEE

You are hereby authorized to withhold from each check an amount equal to 1/26 of the annual dues as ascertained by the membership of the Warwick Teachers' Union, Local 915.

This dues deduction authorization may be revoked by the teacher upon sixty (60) days written notice to the Personnel Office. Without such notice, it is

deemed to remain in effect from year to year until revoked by me or upon termination of my employment.

Signature.....Date.....

Mailing Address.....

Telephone.....School.....

4-6.5 A list shall be forwarded to the Union on a monthly basis containing all deletions and additions to the bargaining unit as well as name and address changes for current bargaining unit members.

4-7 AGENCY FEE

4-7.1 All employees in the bargaining unit who are not members of the Union shall pay an agency fee to the Union. The fee shall be set by the Union and shall be no greater than the amount paid in dues by Union members. This fee shall be deducted from the check of each nonmember of the Union in the same manner as dues are deducted from Union members. All employees who choose the agency fee shall pay this fee through the payroll deduction method.

4-7.2 The Committee agrees that payment of agency fees shall constitute a condition of employment for all members of the bargaining unit who are not members of the Warwick Teachers' Union, Local 915, AFT. Members of the bargaining unit shall be notified of their obligation to pay an agency fee to the Union. Each teacher who is not a member of the Union shall be given thirty (30) days to comply.

4-7.3 The Committee agrees to allow teachers who are not members of the Union to have their agency fees deducted from their bi-weekly checks in the same manner as accorded to Union members in Section 6.

4-7.4 The Committee will provide the Union with a separate list of all non-Union members who are on dues deduction.

4-7.5 The Committee agrees to provide the Union with an updated list of all members of the bargaining unit on a monthly basis.

4-7.6 Newly-hired teachers shall be informed of their obligation to pay an agency fee to the Union and that this fee constitutes a condition of employment and shall be given thirty (30) days to comply with this requirement.

ARTICLE V

5-1 PROMOTIONAL POLICY

5-1.1 It is agreed by the parties that promotional positions at the level of department head are subject to the grievance and arbitration procedures contained in this agreement and that appointments to positions above the level of department head are not subject to the grievance and arbitration procedures.

5-1.2 The School Committee agrees that it will post in all school buildings a notice of all position vacancies and new positions which pay a salary differential.

5-2 NOTICES/JOB DESCRIPTIONS

5-2.1 The notice of vacancy shall set forth the basic qualifications for candidacy eligibility, a general statement of duties and other information which is pertinent to the particular vacancy.

5-2.2 All vacancies for promotional positions shall be publicized two (2) weeks prior to filling the vacancy, by being posted on that section of the bulletin boards, specifically set aside for the Union's use in addition to the other recruitment procedure.

Acting Department Head positions shall be posted within the building for five (5) school days prior to the filling of the vacancy.

5-2.3 In the event that a vacancy occurs or is to be filled during the summer, notices shall normally be mailed to all teachers thirty (30) days prior to filling the position or vacancy.

5-3 TIME LIMIT ON FILLING OF VACANCIES

5-3.1 The Superintendent shall make all nominations for vacancies to the School Committee normally within sixty (60) days of the occurrence of the vacancies.

After the 30th calendar day of the position being vacant, the occupant of said position shall be paid on the appropriate step of the salary scale (See 13-11.5, last sentence) and if the occupant of said position is subsequently hired permanently, his/her salary, seniority and union dues/agency fees shall be adjusted retroactively to the 1st day of employment in that position.

5-4 APPLICATION

5-4.1 A person applying for a promotional position shall submit a letter of application for the position in accordance with the instructions on the posted notice which may include letters of recommendation, transcripts and other pertinent information.

5-4.1 (a) Where a department head position is to be filled, a five member interviewing committee will be formed by the Superintendent which shall include two teachers from the area involved. Each year prior to the end of school, the teachers in each area shall select their nominees for the coming school year. In secondary schools there will be one nominee from

junior high school and one nominee from senior high school in each area plus one alternate to serve in case of a conflict. In elementary schools two teachers plus an alternate will be chosen from the appropriate areas.

(b) In the event that the selected nominee and alternate are not available, the Union shall appoint a person from the appropriate area within three (3) days.

5-4.2 Candidates shall be recommended on the basis of qualifications for the position which shall include seniority.

5-4.3 Upon specific request, a teacher who has not been appointed to a position for which he/she has made application shall have the right to request a meeting with the Superintendent or Administrative Designee to discuss the reasons why he/she was not appointed.

5-4.4 If the applicant is not satisfied with the stated reasons, he/she may initiate a grievance at the appropriate level of the grievance procedure.

5-4.5 Job descriptions for promotional positions shall be included in the posting of positions.

ARTICLE VI

ASSIGNMENT AND TRANSFER

6-1 TRANSFERS

6-1.1 Upon request, a list shall be provided to the Union of known vacancies presently being filled by substitute teachers, known new positions which are to be filled in September, and positions for which resignations have been received as of the date of the letter of request.

6-1.2 By the first week in June unless the date is changed by agreement of the parties, an up-to-date list of all known vacancies, new positions and positions of suspended teachers who have not been recalled will be posted.

6-1.3 JOB FAIR

Between the end of the school year and June 30 (or within one week of the end of school, whichever occurs later, unless changed by agreement of the parties), the parties will convene a Job Fair for: teachers who may be interested in a possible transfer, teachers who have been notified of an involuntary transfer, teachers returning from a leave of absence of one year or more, except as provided in 9-2.2 (Sabbatical) and 9-12.6 (Job Sharing) and/or those teachers who have no permanent assignment.

(A) The parties agree that each year, the President of the Union and the Director of Human Resources shall meet annually on or before May 1st to discuss and agree to the date, rules, and procedure for the Job Fair.

(B) Teachers who wish to transfer to another position in the bargaining unit in September shall submit a request in writing to attend the Job Fair. The written request will be made to the Director of Human Resources by June 15 unless the date is changed by agreement of the parties.

(C) A letter of acknowledgement shall be forwarded to the teacher upon receipt of the request to attend the Job Fair.

(D) A list of teachers who have requested to attend the Job Fair shall be maintained by the administration and made available to the Union upon request.

(E) Information pertaining to the transfer of teachers which took place at the Job Fair shall be made available to the Union on request by the Director of Human Resources.

(F) Each teacher attending the Job Fair will be given a card indicating his/her seniority date which shall be used throughout the bidding process for each vacancy at the Job Fair.

(G) Placement of involuntarily transferred teachers, teachers with no assignments (those who were hired for positions which became available after the previous year's Job Fair and therefore must bid on a permanent assignment at the next Job Fair), and teachers returning from a leave of absence, may necessitate restricted bidding in some subject areas at the Job Fair. If bidding is restricted, only those teachers who currently hold a teaching assignment in the area of the restricted bidding are eligible to bid on the vacant position.

(H) When a vacancy is to be filled at the Job Fair, the successful bidder will be the teacher with the greatest seniority who holds the requisite teaching certificate. Exceptions are: situations involving restricted bidding or the allowance of an involuntarily transferred teacher to return to their department/school if a vacancy becomes available through the bidding process. In cases where a common seniority date prevails, a draw lot will be held at the time of the Job Fair to determine the successful bidder.

(I) At the time of the awarding of the position to the senior bidder, the successful bidder (or proxy delegate) must present a copy of the valid certificate pertinent to the vacant position. If the teacher's certification is scheduled to expire before his/her new assignment begins, any award of a position is contingent upon that teacher successfully renewing his/her certification before his/her new assignment begins at the start of the school year. The Warwick

Public Schools will not be responsible for providing copies of certificates on the day of the Job Fair. If a teacher fails to produce the requisite valid certificate at that time, the position will then be awarded to the teacher with the next greatest seniority who produces a valid teaching certificate for the position.

(J) As teachers successfully bid on vacant positions at the Job Fair, the positions from which they are transferring shall be available for bidding and filled in the same manner.

(K) All known vacancies and newly created vacancies are to be posted for bidding at the Job Fair. Said vacancies shall not be filled permanently with newly hired teachers unless no other member of the bargaining unit has chosen to bid on said vacancies at the Job Fair.

(L) If a position is vacated after the Job Fair, and if the position is not one which can be filled by a suspended (laid off) teacher, the vacancy shall be filled by a permanent teacher on a temporary basis until the next Job Fair unless the vacancy has been posted system-wide. A newly created position which occurs after the Job Fair shall likewise be filled on a temporary basis.

(M) Teachers arriving late at the Job Fair will be given the opportunity to bid on any subsequent positions offered for bid after their arrival. However, no later bids will be accepted for positions offered for bid prior to arrival.

(N) Each teacher who has been awarded a position at the Job Fair shall receive written verification which memorializes in writing his/her new teaching assignment. Once a teacher has successfully bid on a position at the Job Fair, he/she may not bid on any subsequent positions at that Job Fair. In addition, the successful bidder may not

reverse his/her bid after being awarded the assignment.

(O) If a teacher is unable to attend the Job Fair in person, he/she may, upon completion of the Job Fair Proxy Form incorporated herein by reference, delegate an individual to serve as his/her personal representative with full responsibility to act on his/her behalf at the Job Fair.

6-1.4 Under no circumstances may a teacher be involuntarily transferred arbitrarily or for unsubstantiated disciplinary reasons. In cases where involuntary transfers are made necessary by changing conditions, such involuntary transfers shall be arranged on a fair basis in the following manner:

(A) In elementary schools where an involuntary transfer is made necessary, the teacher with the least seniority in the subject area in which the transfer is being made will be involuntarily transferred.

(B) In secondary schools in a department where an involuntary transfer is made necessary, the teacher with the least seniority will be involuntarily transferred to another building. In a case where members of a particular department may be required to have multiple certifications, the person with the least seniority in the particular area of certification where the position is being eliminated will be involuntarily transferred.

(C) In special programs where an involuntary transfer is made necessary, the person in the particular program with the least seniority will be involuntarily transferred to another building within a program. If a position or particular schedule is being eliminated, then the person in that schedule or position will be transferred to whatever position in the program is open.

(D) In cases where the involuntary transfer of the least senior person will result in a layoff of that person and where that layoff would otherwise be avoidable, then the next most senior teacher will be involuntarily transferred.

6-1.5 Notice shall be given to the teacher as soon as possible after it has been determined that an involuntary transfer has been made necessary due to changing conditions. All teachers who are to be involuntarily transferred will be notified prior to June 15 unless the date is changed by agreement of the parties.

6-1.6 If a teacher has been notified that he/she is being involuntarily transferred from his/her permanent position and, as a result, bids into another position at the Job Fair, and his/her permanent position or other positions within the same school/department subsequently become available after the Job Fair but before the start of school in that year, then he or she may transfer back into his or her original permanent position. His or her position taken at the Job Fair will then be placed at the following year's Job Fair for bidding.

6-1.7 Teachers assigned to a particular school shall be allowed to indicate their preference for a vacancy which occurs in that school for the next school year, and for which they are certified. Where two or more teachers wish to be assigned to the vacant position, seniority in the school system shall prevail.

The school principal shall inquire among teachers whether they are interested in being assigned to a vacancy which has occurred in the school for the next school year. Reassignment within the school shall be made by the school principal.

If a teacher in a particular school wishes to move from a regular classroom assignment to a

Special Education position, or a position in the Special Areas (Itinerants) which requires a different certificate, or if a teacher in the Special Area (Itinerants) and/or Special Education wishes to move to a vacancy in a regular classroom, he/she must apply for such transfer by means of the Job Fair. The same applies to elementary teachers who wish to transfer to an elementary science or elementary gifted position.

6-1.8 The following positions shall have additional requirements:

Science Teacher – Marine Environmental Sciences – U.S. Coast Guard Captain license and registry of Motor Vehicles Chauffeur's License;

Elementary Guidance Counselor - the ability to administer the WISC.

The successful bidder for these positions shall have one year from beginning the assignment to secure the aforementioned job requirements.

6-1.9 The parties shall establish a joint study committee to review the procedure for in-house (and/or department) transfers. Three (3) members shall be appointed by the Superintendent and three (3) members by the Union president. The committee's report shall be concluded by September 30, 2001. If there is agreement between the parties, the report shall be incorporated within the existing collective bargaining agreement and shall be effective February 1, 2002.

6-2 JOB OPPORTUNITIES

6-2.1 All job openings for which additional compensation is provided, including, but not limited to, coaching positions, positions in the schools athletic and recreational programs; teaching after school classes; teaching in the extended school

programs; and all federally funded programs shall be posted in every school of the appropriate level, i.e. elementary or secondary. A copy of each posting shall be sent to the Union at the same time that it is sent to the schools.

6-2.2 All teachers regularly assigned to teach in the school system who have filed written application, shall be given preference for jobs for which additional compensation is provided including but not limited to coaching positions, positions in the schools athletic programs, and federally funded programs, over department heads and other personnel from within or without the school system, based on qualifications and seniority.

6-2.3 All teachers who are members of this bargaining unit shall be given preference in appointments to, but not limited to, such paying extracurricular activities as driver education and yearbook advisor, based on qualifications and seniority.

6-2.4 Where other qualifications for the positions mentioned above are equal, selection shall be made on the basis of seniority.

6-2.5 Persons not appointed to a position they have applied for shall be given a written notice.

6-2.6 A list of all teachers appointed to the above positions shall be made available to the Union when requested sufficiently in advance.

6-3 SENIORITY

6-3.1 The Personnel Office shall prepare a chronological list of teachers in the bargaining unit which will indicate the date on which members were hired. The list shall be made available when requested sufficiently in advance.

6-3.2 Seniority shall be defined as follows:

(A) Seniority shall be defined as follows: The length of continuous service in a permanent position in the Warwick Public Schools. (Note: Teachers permanently hired prior to 9/1/83 shall continue to receive credit for all days worked prior to their permanent appointment, provided such service is continuous.)

Seniority includes retroactive seniority if a substitute becomes entitled to retroactive seniority pursuant to section 5-3.1 provided that service is continuous.

(B) Provided continuous teaching service is of equal length, seniority within a particular area will be the determining factor. Where there is no distinction in length of continuous service or service in a particular area, decisions will be made by lot.

(C) Administrators returning to the bargaining unit involuntarily, shall be considered to have continuous service for the total number of years the individual served in the Warwick Public Schools both in the bargaining unit and as an administrator.

(D) Beginning September 1, 1979, if a teacher has had part-time, continuous service in the Warwick Public Schools, such service shall be prorated in determining seniority for transfer purposes.

6-4 JOB RESPONSIBILITIES

6-4.1 No teacher shall be responsible to more than one immediate supervisor except itinerant elementary teachers who are responsible to their department head and or subject matter supervisor. In the event that there is no department head or subject matter supervisor, said teachers will be responsible to

the principal or administrative designee certified in the content area.

6-5 JOB SHARING

(A) If two permanent teachers share a job sharing assignment, a job sharing substitute teacher will be hired to fill the vacancy created by the job sharing partnership. The school system will require a one-half leave to be taken by the job sharing teachers, thereby making them eligible for retirement credits.

(B) In all job sharing situations, the Administration will determine the school/subject area assignment. The Administration may deny any job sharing requests.

(C) The rights of a full-time teacher permanently assigned to a position to return to his/her permanent position are governed by section 9-12.6.

(D) If at any point the School Department chooses not to continue a specific job sharing position, the School Department may terminate the arrangement and return people to their regular full-time assignments. Teachers should notify the Personnel Office by April 1 if they are interested in participating in a Job Sharing Program or, if already involved, whether they wish to continue as a participant in the Job Sharing Program.

(E) Participation in the Job Sharing Program does not affect seniority status in relation to layoffs. The date of hire still prevails in this case.

(F) Participation in job sharing reduces seniority status in relation to transfer rights by one-half year, or the pro-rated percentage of their assignment.

(G) Benefits and sick days are prorated according to the percentage of participation.

(H) Retirement benefits are reduced by a prorated percentage of participation though the teacher may choose to purchase the other prorated difference. This is allowed because the School Department requires that job sharing participants will be on leave for the percentage of time they are not teaching.

(I) For short-term absences where a substitute is not available, the other job sharing partner will assume teaching responsibilities at one-half the substitute rate.

(J) If due to extenuating circumstances a permanent teacher asks to return to full-time employment after the initial approval by the Administration to participate in the program, the request may be considered on an individual basis after discussion with the appropriate administrative personnel. If approved, the return to full-time employment will be based on placement in an available vacancy for which the teacher is certified to teach. However, there is no guarantee that when the individual returns to full-time employment he/she will reassume the position he/she was previously assigned to until the start of the following school year (see section 9-12.6).

ARTICLE VII

FACULTY ADVISORY COMMITTEE

7-1 The principal in each elementary and secondary school shall in September of each year establish a faculty advisory committee from among interested members of the individual school staff.

7-2 The purpose of the advisory committee shall be to meet periodically with the principal to discuss educational matters of concern to the teachers and the principal relating to the respective schools.

7-3 The committee shall be organized on the following basis:

7-3.1 Elementary schools with one (1) to nine (9) teachers -- All interested may serve on the advisory committee.

7-3.2 Elementary schools with ten (10) or more teachers -- Five (5) teachers nominated by the faculty.

7-3.3 Junior High Schools -- Seven (7) teachers nominated by the faculty.

7-3.4 Senior High School -- Ten (10) teachers nominated by the faculty.

7-4 These nominations shall be conducted annually as provided for above.

7-5 The committee shall meet before or after school hours and such meetings shall not be considered as satisfying the provisions of this agreement relating to required meetings.

7-6 The principal shall consider all recommendations of the committee. The committee shall be strictly advisory, and their position on any matter shall not bind the principal in making decisions.

7-7 The principal and the committee shall keep the faculty informed regarding the committee's deliberations.

7-8 This committee shall not have the power to add to, delete from, or in any way modify the terms and conditions of this contract.

ARTICLE VIII
PERSONNEL POLICIES

8-1 EVALUATIONS

8-1.1 In case of an unsatisfactory rating, the teacher must have been observed at least once a quarter for not less than twenty (20) minutes. He/she shall be notified of the observer's evaluation of his/her performance after each observation. The teacher shall be offered constructive criticism to enable him/her to improve his/her teaching.

If a teacher requests a conference with the evaluator, it shall be granted prior to the submission of the evaluation form(s) to the central administration for placement in his/her personnel file.

8-1.2 All teachers shall be observed and evaluated on the following basis: Elementary Classroom-one formal observation/evaluation annually. Elementary Special Area-one formal observation/evaluation annually based on the composite of the department head and the principal of the base school. Secondary-one formal evaluation based on one formal observation by the department head.

It is agreed that in the event that specific problems are identified by the principal and/or department head, the principal and/or department head may observe in excess of the number listed for the purpose of assisting the teacher to improve instruction. These additional observations by the principal and/or department head must be explained to the teacher in advance.

In no case shall the evaluation process be used to harass or pressure a teacher.

Evaluations of special area personnel shall be conducted by the department head and by the principal of the employee's base school.

8-1.3 Evaluation and observation forms shall be signed by the evaluators and then a copy given to the teacher. The original shall be signed by the teacher and then placed in his/her file. Such signature shall indicate only that the teacher has read his/her report and does not indicate approval or disapproval on his/her part.

Each evaluation form shall have space designated and provided for comments by the teacher being evaluated. These comments may be added at the time that the evaluation is signed by the teacher.

8-1.4 Written evaluations shall be signed by the teacher to indicate he/she has had the opportunity to read the evaluation.

If the provisions of 8-1.1 and 8-1.3 above have not been fulfilled then the evaluation shall be null and void.

8-1.5 Public address systems, electronic equipment, or other mechanical monitoring devices shall not be used to observe the teacher.

This shall not prohibit the use of videotape or other electronic equipment in a teacher's room with his/her permission.

8-1.6 In no case shall any evaluation or rating on a teacher be based on hearsay. In cases where a teacher's competence in subject matter is being evaluated, the evaluator shall be competent in the subject matter.

8-1.7 The Committee, Personnel Office, supervisors, principals, and department heads shall

take into consideration the special problems faced by new teachers and offer constructive help. Each nontenure teacher until reaching tenure, and each tenured teacher new to the Warwick Public Schools during the first year of employment may be observed once per quarter and shall be entitled to at least one (1) written constructive critique annually.

8-1.8 No teacher shall be observed for the purpose of evaluation of subject matter competence without being given prior notice. Such notice shall be given at least twenty four (24) hours in advance of the observation.

8-1.9 Whenever, in this Article 8-1, reference is made to the Principal, it shall mean and refer to the Principal or Assistant Principal.

8-2 TEACHER FILES

8-2.1 There shall be only one (1) official file for each teacher which shall be maintained in strictest confidence at the Personnel Office. It is understood that this official file includes all matters relating to the professional status and conduct of the teacher in the course of his/her employment in the Warwick Public Schools and shall not preclude maintenance of separate files for purely administrative, statistical material concerning teachers. Materials from any other files may not be used to discipline any teacher.

8-2.2 No anonymous letter or material of any kind shall be placed in a teacher's file. No material based on hearsay shall be placed in a teacher's file.

8-2.3 Matters directly related to processed grievances shall be kept in a file separate from the regular personnel file.

No material pertaining to a processed grievance shall be used to evaluate the teacher's performance or his/her qualifications for promotion.

8-2.4 Teachers shall have the opportunity to read, date and sign all material which questions or challenges his/her character, conduct or service before it is placed in his/her personnel file, with the exception of material and information pertaining to the teacher's initial employment. Said signature shall indicate only that the teacher has read the material and does not indicate approval or disapproval.

8-2.5 The teacher shall have the right to look at his/her file and to reproduce and comment on any material therein except that which pertains to the initial employment of the teacher. Any comment shall be attached to the original. The file shall be made available within seven (7) days of the teacher's request.

8-3 SUMMONSES

8-3.1 Teachers summoned to the office of the superintendent, director, principal or other administrator to whom he/she is responsible, shall be given advance notice and the reasons for the summons when disciplinary measures are to be taken. In cases where immediate attention to the problem is necessary, the above shall not apply. When a teacher has a reasonable basis for a belief that an interview is related to a contemplated disciplinary action against him/her, he or she may request Union representation.

8-3.2 If, after a teacher has met with the administrator, in accordance with (1) above, he/she feels his/her rights have been violated relative to the application of this contract, he/she may initiate a grievance as provided for under the grievance procedure.

8-3.3 Any complaints regarding a teacher made to the administrator by any parent, student or other

person, will be called to the teacher's attention immediately.

8-3.4 In cases where accusations of misconduct of any sort are made against a teacher by a third party, the teacher shall have the right to face his/her accusers.

8-3.5 No teacher will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Whether just cause exists in any case shall be subject to the grievance procedure of this agreement.

8-4 FAIR DISMISSAL POLICY

8-4.1 A teacher shall not be suspended or dismissed except for just reason.

8-4.2 Notification of intention to dismiss, suspend or non-renew a teacher at the end of any school year shall be given, as specified in Title 16, Chapter 13 of the General Laws, on or before March 1 of the school year in which the dismissal, suspension or non-renewal shall be effective. 'Suspension' as used in this paragraph and in 8-4.3 shall mean suspension pursuant to 16-13-6 of the Teacher Tenure Act. 'Dismissal' as used herein shall mean dismissal as that term is used in 16-13-2, 3 and 4 of the Teacher Tenure Act. 'Non-Renewal' as used herein shall mean non-renewal as used in 16-13-2 of the Teacher Tenure Act.

8-4.3 'Layoffs' as that term is used in the Memorandum of Agreement attached hereto shall mean and refer to dismissal, suspension or non-renewal for reasons unrelated to job performance or misconduct. A teacher who is dismissed, suspended or non-renewed for reasons unrelated to job performance or misconduct shall have the right of recall in order of seniority when vacancies occur in areas in which he/she holds certification.

8-4.4 Breaks in service occasioned by dismissals, suspensions or non-renewals pursuant to 8-4.4 hereof shall not constitute breaks in 'continuous service' for purposes of Article 6-3.2 (A) of this Agreement. Nor shall suspensions pursuant to 16-13-5 of the General Laws.

8-4.5 A teacher who is offered recall in accordance with 8-4.4 hereof to a position carrying a teaching load equal to or greater than he/she carried during his/her last school year in active service must, subject to the provisions of 8-4.7 hereof, accept recall or forfeit his/her right to recall.

8-4.6 A teacher on the recall list shall be responsible for keeping the Human Resources Department advised of his/her current address and telephone number. Notice of recall shall be sent by certified mail to the address of record and shall be the only notice or recall required hereunder. Failure of a teacher to respond to said notice within 30 days of receipt of the mailing of such notice shall constitute termination of his/her right to recall.

8-4.7 After notification and response within thirty days of such notification as provided in 8-4.6, if a recalled teacher is unable to assume a teaching assignment by reason of a current teaching contract in another school system, military service, illness, maternity, current enrollment in a college or university or other reason qualifying him/her for leave pursuant to state or federal law, he or she shall not forfeit his/her recall rights except to the vacancy for which he/she was offered recall. A teacher availing him/herself of the provisions of this 8-4.7 must notify the Human Resources Department of his/her renewed availability for recall within one year of the refusal to accept recall for the reasons specified herein. Failure to do so will constitute forfeiture of further recall rights.

8-4.8 Tenured teachers may, upon notice of suspension pursuant to 16-13-5 or 6 of the General Laws, or of dismissal, file a grievance at the second step of the grievance procedure provided in this contract. If such suspension or dismissal is found to be unjustified at any step of this procedure, then full pay and benefits shall be restored for the period of that suspension or dismissal.

In case of non-tenured teachers, the evaluation procedure as adopted in this agreement shall take precedence in cases involving dismissal for reasons of teacher incompetency and effectiveness, and in such cases, the above paragraph shall not apply.

8-4.9 Nothing provided herein shall in any way abrogate or limit rights granted to the School Committee or teachers under State of Rhode Island laws.

8-5 FAIR EMPLOYMENT STATEMENT

The Committee agrees to continue its practice of not discriminating on the basis of race, creed, color, national origin, age, sex, marital status, political preference, or membership in the Union.

ARTICLE IX

ABSENCES AND LEAVES OF ABSENCES

9-1 ABSENCES DUE TO PERSONAL ILLNESS

9-1.1 Professionally certified personnel may be absent for personal illness up to ninety (90) days in a school year with full pay except as the deduction hereinafter in this section applies to them. Each year the School Committee shall, out of its appropriation, set aside for absences, illness, and deaths, except for bereavement leaves outlined in 9-4.1, an amount of money equal to the whole

number of certified personnel multiplied by \$348 (based on a per diem rate of \$65). If the School Committee increases the per diem rate, the multiplier will be increased by the same percentage amount that the per diem rate increases, effective on the date of the increase. If the per diem rate and the multiplier are increased during the course of the school year, the formula will be pro-rated based on the effective date of the change. (See Appendix C-1.3). Any deficiency in this fund shall be made up by deducting from each absent teacher's salary at the end of the year an amount to be determined by the formula:

$$D = \frac{X(A-B)}{Y}$$

D equals amount to be deducted

A equals amount needed for substitute salaries*

B equals amount appropriated as stated above

X equals number of days of absence of a teacher

Y equals number of days of absences of all teachers

* In no case shall the amount charged to the sick leave formula exceed the per diem rate set by the School Committee in accordance with section C-1.3 or the full amount paid to category 4 substitutes.

9-1.2 The school year of professional personnel for salary purposes shall be that period of time extending from the first work day of the school year through the last day prior to the first work day of the next school year. The ninety (90) days of sick leave granted must fall within this stated period of time and may not be construed to be cumulative or extending from one year to another.

9-1.3 In case the illness is long continued, the regular payments shall stop at the end of seventy

(70) days of absences; the balance, if any, shall be paid in June after the proper amount of deductions have been determined.

The School Committee may require a certificate from a physician for an absence or illness. The School Committee reserves the right to require a physical examination by a physician of its own choice, at reasonable intervals from time to time.

In the event that a member of the bargaining unit or his/her doctor disputes the decision of the school physician, then the judgment of a neutral doctor to be chosen by both physicians shall be final.

9-1.4 The policy of the Warwick Public Schools regarding pregnancy disability shall be in accordance with state law.

9-2 SABBATICAL LEAVE

9-2.1 Teachers in the bargaining unit shall be eligible for sabbatical leave with the approval and recommendation of the Superintendent with the following conditions:

(A) The leave shall be requested for the purpose of advance study, independent research, pursuance of a higher academic degree or an approved program.

(B) The teacher shall be eligible at the completion of seven (7) consecutive years of employment in the Warwick Public Schools.

(C) The leave request for sabbatical commencing in September shall be received by the Superintendent by April 1st of the preceding school year. For a sabbatical commencing the second semester of a school year, the request shall be received by October 1st.

(D) A teacher on sabbatical leave shall receive one half (1/2) of the regular salary, including advancement and longevity increments, that he/she would have received for the period of the sabbatical.

(E) Each year at least five teachers who have applied for sabbatical leave shall be granted the sabbatical provided they meet all the above listed criteria.

(F) As a condition of being granted a sabbatical leave, a teacher must execute a written contract in which he/she promises to return to work in the Warwick Public Schools for a minimum period of two academic years or to reimburse on a pro rata basis the Warwick Public Schools the wages received during the sabbatical year. Death of the person on sabbatical leave during or following the sabbatical year shall not be considered to be an act which entitles the Warwick Public Schools to reimbursement of wages.

9-2.2 Teachers returning from sabbatical leave shall be placed at his/her appropriate level of the salary schedule. Teachers returning from sabbatical leave shall return to the teaching position which they left to go on said leave.

9-3 QUARANTINE

9-3.1 There shall be no loss of salary, fringe benefits, or sick leave allowance when a teacher is subject to quarantine by order of the Health Department or the teacher's personal doctor for reasons other than the personal illness of the teacher. Seniority rights shall be maintained.

9-4 BEREAVEMENT LEAVE

9-4.1 A teacher shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father,

mother, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, and any person living in the teacher's household.

9-4.2 Bereavement leave for up to three (3) days with full pay for the death of grandparents or grandchildren may be granted with the approval of the Director of Human Resources.

9-4.3 Teachers also shall be granted with full pay the day of the funeral for the death of other relatives. If it is required that the teacher must travel long distances to attend the funeral, he/she may be granted the travel time in addition to the day of the funeral.

9-5 ILLNESS IN FAMILY

9-5.1 A teacher shall be granted leave with no loss of salary for illness within the immediate family up to a maximum of three (3) days per year. The immediate family shall include father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, or any persons living in the teacher's household. Seniority rights shall be maintained.

9-5.2 When extreme circumstances prevail, additional leave may be granted by the Director of Human Resources.

9-6 TEMPORARY LEAVES OF ABSENCE

9-6.1 Teachers shall be entitled to the following temporary leaves of absence with pay each school year:

(a) A maximum of one (1) day of each of the following:

- to receive a college degree, if the exercises occur during the regular work day.

- to attend the graduation of a member of the teacher's immediate family if the exercises are held during the regular workday.

- to attend to financial or legal transactions which cannot be handled outside the school day.

(b) Up to three (3) days for religious holidays where the teacher's religion requires him/her to refrain from work.

(c) The time necessary for appearance in any legal proceeding connected with the teacher's employment or in any other legal proceeding if the teacher is required by law to attend.

9-6.2 Teachers may be allowed additional leave for the following reasons when authorized by the Director of Human Resources:

(a) Up to one (1) day for the purpose of visiting other schools.

(b) Days to attend meetings or conferences of an educational nature. (A written report of the conference or visitation shall be submitted to the school principal or immediate superior.)

9-6.3 Teachers may be allowed additional time off for other personal reasons when authorized by the Director of Human Resources.

9-6.4 Employees are entitled to one (1) personal use day per contract year. Employees who do not use such a day shall be entitled to accumulate said personal use day to be reimbursed at the rate of \$100 per day to be paid at the time of the employee's retirement or resignation.

To apply for a personal day, employees must request this day in writing two work days in advance, unless an emergency situation occurs. Requests are to be made in writing to the Director of Human Resources with a carbon copy at that time to the principal. Confirmation of approval will be made by the Personnel Department via a phone call to the school.

A maximum of eight (8) employees may be granted personal time on the same day on a first-come basis. All other requests will be denied. Personal days may not be scheduled on the school day before or after any school holiday or vacation week, or within one week of the opening or closing of school.

9-7 MILITARY LEAVE FOR TRAINING

9-7.1 Any teacher shall be granted military leave for training periods which are mandatory by military obligation for a period not to exceed ten (10) school days per year. The teacher shall be paid the difference between his/her military pay and his/her regular salary for the period he/she is on leave.

9-8 PARENTAL LEAVE

9-8.1 Parental leave will be granted for one full year (2 consecutive semesters plus any fraction of the semester preceding the first semester) or part of a year. (One semester plus any fraction of semester preceding).

Teachers will return from parental leave only at the beginning of the first semester in September or the second semester in January.

Upon returning to teaching duties, the teacher shall be placed on his or her appropriate level of the salary schedule and shall be assigned to a position for which he or she is certified.

9-8.2 Written request for parental leave shall be made to the Director of Human Resources at least three (3) months prior to the commencement of such leave for birth or adoption.

9-8.3 By April 1 teachers on parental leave shall notify the Director of Human Resources of his or her intentions to return to work in the next school year.

If a teacher wishes to return to work earlier than scheduled and there is a vacancy for which he or she is qualified and certified to teach, he or she will be employed.

9-8.4 A teacher shall not receive any salary during parental leave. Hospital and medical payments shall terminate after the birth of the child. The teacher shall notify the Personnel Office of the expected birth date before going on leave. Teachers who elect to go on parental leave shall not be entitled to pregnancy disability benefits during the period of leave. A teacher may not be entitled to both a parental leave and disability benefits; they must opt for either one or the other. Any teacher who exercises her right to utilize Rhode Island Parental and Family Medical Leave Act or the federal Family and Medical Leave Act leave for the birth of a baby and/or for child-rearing of said child shall not be entitled to contractual parental family leave for the same birth and/or child-rearing.

9-8.5 Upon return to teaching duty the teacher shall be placed on his or her appropriate level of the salary schedule and shall be assigned to a position for which he or she is certified.

9-8.6 A teacher who is an adoptive parent and who does not elect to take parental leave may request a limited leave for only that period required by the adoption agency. Such leave will not be classified as

pregnancy disability and the teacher will not be entitled to disability benefits.

9-9 EXTENDED MILITARY LEAVE

9-9.1 Any teacher who enlists or is inducted into the Armed Forces of the United States shall be granted such service leave without pay.

9-9.2 Upon returning to teaching duties, the teacher shall be placed on his or her appropriate level of the salary schedule and shall be assigned to a position for which he or she is certified.

9-9.3 Any teacher returning from active duty shall return to the teaching position which he/she vacated prior to the call into active duty and shall be placed on his/her appropriate level of the salary scale.

9-10 SERVICE IN GOVERNMENT AGENCY

9-10.1 Any teacher who joins the Peace Corps, Vista, Teacher Corps, Exchange Program or any such similar program which is mutually agreed upon shall be granted up to two (2) years' leave without pay.

9-10.2 Upon returning to teaching duties, the teacher shall be placed on his or her appropriate level of the salary schedule and shall be assigned to a position for which he or she is certified.

9-11 UNRESTRICTED LEAVE

9-11.1 Any teacher who has worked five (5) or more years in the Warwick Public Schools shall be granted upon request a full school year leave without pay or benefits. The following conditions shall apply:

(A) Request for such leave shall be made on or before April 1 of the school year.

(B) The request must be for a full school year leave -- September to June -- of the next school year.

(C) The leave must be separated from any other authorized leave by one complete school year.

(D) Unrestricted leave shall not be granted more than once every five (5) years.

(E) A teacher on such leave shall be eligible to remain in all health and other insurance plans at his/her own expense.

(F) Where two or more teachers apply for such leave from the same department or area, and where all requests can not be granted, the most senior teachers who have not previously been on such leave shall be granted said leave.

9-12 LEAVE IN GENERAL

9-12.1 All teachers on leave shall notify the Personnel Office before April 1 of their intentions regarding the date of expected return to work.

9-12.2 All teachers returning from leave will be placed on his or her appropriate step of the salary schedule and assigned to positions for which he or she is certified.

9-12.3 All teachers who return from leave shall maintain seniority rights.

9-12.4 Teachers returning from leave shall be placed in their new assignments in the manner set forth in 6-1.3.

9-12.5 In cases where an extension of leave is desired, the request shall be made in writing to the Director of Human Resources by June 1. The request shall be acknowledged and acted upon as soon as possible.

This provision may not be expected to apply in the case of extended leaves that are unexpected in nature. In such cases, the circumstances shall be explained upon the teacher's return.

9-12.6 At the conclusion of a job-sharing assignment, a teacher who previously was assigned full time to the position which was shared with another teacher will re-assume the position on a full time basis. A teacher who leaves his/her assigned position to job share in a different position may only return to his/her original assignment if he/she returns to that assignment in the academic year immediately following the year in which the job share position was first held.

9-12.7 Any teacher seeking any entitlement in accordance with the following articles of the contract: 9-2, 9-4.2, 9-4.3, 9-5.2, 9-6.2, 9-6.3, 9-11, 9-12.5, 13-5.2 or 13-5.3 or any other entitlement that requires the discretion of the Director of Human Resources, shall submit his/her request on a mutually agreed upon carbonized form in triplicate to the Director of Human Resources. This form shall include the teacher's name, school, date, specific article/title requested, and the dates of any of the above requested leaves, if required, and the teacher's signature. In addition, there shall be space provided to note the Director of Human Resources' decision (i.e., approve, approve with modification, or reject). The Director of Human Resources shall then forward one copy to the teacher, one copy to the Union President and retain one copy for the teacher's personnel file.

If time does not permit the teacher to submit the form in advance, the teacher may transmit his/her request orally to the personnel office, and the personnel office shall indicate the necessary information on the form together with the Director of Human Resources'

decision and send one copy to the teacher, one copy to the Union President and retain one copy for the personnel file.

9-13 All employees who are eligible for leave under the Rhode Island Parental and Family Medical Leave Act and the federal Family and Medical Leave Act shall have their eligibility calculated using the period of time in which they are scheduled to work from September 1 through August 31.

ARTICLE X

10-1 TEACHER PROTECTION

10-1.1 Teachers will immediately report incidents of personal or property damage to their school principal or immediate supervisor.

10-1.2 In cases of compensable personal injury excluding assault as is covered in Section 2 hereof, the teacher's sick leave shall not be reduced thereby, and all days necessary to full and proper recovery from disability shall be paid at the teacher's present rate for a period not to exceed one (1) year.

10-2 ASSAULT

If a teacher while acting in the discharge of his/her duties within the scope of his/her employment is assaulted then:

10-2.1 The teacher will report the incident to his/her school principal or immediate supervisor and the authorities as soon as possible.

10-2.2 Teachers shall receive up to one (1) year's salary during any absence from school resulting from an injury due to an assault which results from his/her employment. Such teacher's sick leave shall not be reduced thereby. The total amount of monies received by such teacher from the School Committee

in salary, shall not be in excess of his/her total normal annual salary under this agreement. In the event a teacher is on an extended absence resulting from an assault, he/she may be required to submit medical evidence from a licensed physician indicating the reason for the extended absence.

10-2.3 In the event that a teacher is accused and/or questioned and/or investigated by any police agency or any other governmental investigatory agency (FBI, State or Federal Grand Jury) for any job-related criminal matter(s) (misdemeanor and/or felony), the School Committee shall reimburse the teacher for reasonable legal fees incurred if:

1. no charge(s) was/were made although the teacher was investigated and/or questioned;

2. the charge(s) was/were subsequently dropped although the teacher was charged and/or arrested and the investigative body verifies (in writing or orally) that no charges will be brought against the teacher;

3. the matter is adjudicated but the case is filed for one (1) year and after the filing period is completed, the charge(s) is/are, in fact, dismissed;

4. the teacher has notified the Superintendent of Schools and/or his designee within twenty-four (24) hours of being notified by a police or other investigatory agency that he/she is under investigation, questioning, arrest or indictment for any job-related criminal matter(s).

10-3 INSURANCE

The Committee agrees to provide occupational liability insurance in the sum of \$1,000,000.00 for each member of the bargaining unit.

ARTICLE XI

TEXTBOOKS, SUPPLIES AND MATERIALS

11-1

11-1.1 Delivery of all books, supplies and materials shall be made to schools as soon as possible after having been received at the warehouse. It is the intent of the School Committee to order supplies for the opening of school sufficiently in advance to assure their delivery by the beginning of the school year.

11-1.2 The Committee will provide sufficient textbooks to carry out the instructional program.

The Committee agrees that it will provide sufficient basic supplies and materials which are distributed from the central warehouse and which are required to carry out the instructional programs.

The Committee further agrees that each teacher in a department and/or grade level should have equal access to the supplies and materials which are available.

11-1.3 The Committee agrees that before a change in textbook or reference texts is made, or a new textbook or reference text is selected, principals and/or supervisors in the elementary schools will discuss the change or new selection with the teachers in the school. Before a change in textbook and/or reference text is made in a secondary school or before a new book is selected, the department head and/or supervisor and/or the principal will discuss the change with the teachers in the department. The recommendation of the teachers in the elementary schools and the teachers in the respective secondary departments shall guide the principal and the administration in making the final decision.

The School Committee agrees that before any pilot program begins, teachers who will be involved shall have the opportunity to review the program and materials prior to the implementation of the piloted program.

11-1.4 The School Committee recognizes that when a teacher is working with students in the same group or level, a more effective learning environment exists when textbooks, workbooks, and teacher's manual are of the same edition.

11-1.5 The School Committee agrees to make reasonable effort to distribute its supply of audiovisual materials and equipment equitably among the schools.

ARTICLE XII

GENERAL CONDITIONS OF EMPLOYMENT

12-1 SCHOOL YEAR

12-1.1 The school year shall be 181 days. Teachers shall report for a full day the day before school opens for students. In the secondary schools, all grades shall be completed and submitted on the last day of school.

All elementary itinerant art, music, physical education, science teachers and librarians shall begin teaching classes on the 2nd day of the school year (excluding teacher orientation day) and will continue through the 179th school day (excluding teacher orientation day). Support personnel, who include special services personnel and reading/literacy teachers, shall begin their regular teaching schedule no later than the fifth (5th) day of the school year. The personnel listed hereunder will have no group faculty meeting obligation on teacher orientation (base school) day. Rather, they must meet with their

base school principal separately on teacher orientation day.

12-1.2 Department heads shall work a maximum of 191 day school year. The ten days in addition to the regular school year shall be contiguous with the opening of school in August/September and/or the closing of school in June.

12-2 SCHOOL CALENDAR

12-2.1 When the superintendent is preparing the school calendar for consideration by the School Committee, he/she will invite the president of the Union or his/her designee to consult with him/her.

12-2.2 In the event that the school calendar is revised by the School Committee, the Superintendent will invite the President of the Union or his/her designee to consult with him/her before such revision is made.

12-3 WORK DAY

12-3.1 The work day for secondary school teachers shall be 6-3/4 hours as follows:

Secondary teachers shall arrive at school at least fifteen (15) minutes before the start of the pupils' school day and remain fifteen (15) minutes after the pupils' school day.

12-3.2 The work day for elementary teachers shall be 6-1/2 hours as follows:

Elementary teachers shall arrive at the school at least fifteen (15) minutes before the start of the pupils' school day and remain fifteen (15) minutes after the pupils' school day.

Elementary teachers may use their preparation period before and after the student's school day for

activities outside their classroom but within the school, when meetings are not scheduled during this time as provided in Section 12-10.1.

12-3.3 A planning committee including teachers selected by the Union who wish to participate shall be established to plan the content and format of the Released Time Days which are allowed by regulation of the Board of Regents.

The content and format of these Released Time Days shall be approved by the Administration and by the Union prior to being submitted to the Commissioner of Education for approval.

12-3.4 The length of the school day for all special education classes shall be in accordance with state law.

12-4 DEPARTMENT NIGHT

12-4.1 The Union agrees that teachers in the secondary schools will hold department night at least once a week for a period of at least forty-five (45) minutes commencing at the close of the student's school day and will be available in a classroom for the purpose of providing help to their students. If no students appear for department night within twenty (20) minutes of the close of the student's school day, the teacher may leave.

12-5 LUNCH DUTY

12-5.1 Senior High -- Teachers in the senior high school shall be assigned lunch duty according to the present practice in each of the senior high schools.

12-5.2 Junior High -- Teachers in the junior high school shall be assigned to lunch duty on the average of one student lunch duty every other week. They shall be given a daily duty free lunch period equivalent to that which is provided for the students.

12-5.3 Elementary -- Teachers in the elementary schools shall have a duty free lunch period of forty (40) minutes.

12-5.4 Secondary school nurse teachers shall not be required to perform these duties.

12-6 CLASS SIZE

12-6.1 The Committee agrees that a class size of approximately twenty-five (25) pupils is a desirable educational goal. In this regard, the Committee shall keep class size as low as is administratively possible, and within the limits of physical plant.

12-6.2 Special education classes at no time will exceed maximum established by law.

12-6.3 Classes with specific student stations such as, and not by way of limitation, typing rooms, laboratories and others will not exceed the number of student stations available except in emergency situations.

12-6.4 The parties agree that class size shall not exceed 28 on a weighted basis. If during the school year circumstances arise which require that a class size exceed 28 on a weighted basis, the teachers will receive additional compensation for the weighted numbers beyond 28 based on a pro-rata of the teacher's salary for the length of time the numbers exceed 28.

12-6.5 (A) High school students will be weighted using the same formula previously applied to elementary students except for intensive education students who will continue to be weighted at 2.0.

(B) COOPERATIVE TEACHING

(1) Beginning with the 2001-2002 school year and thereafter, in any course at the senior high school level where there are students with IEPs, special education teachers shall be assigned to the regular education teacher's class when the following criteria are met:

Classes with 8 or more students and 60% or more have an IEP --- 6 periods in a 7-day cycle of coverage by a special education teacher in that class

Classes with 14 or more students and 50% or more have an IEP --- 5 periods in a 7-day cycle of coverage by a special education teacher in that class

Classes with 18 or more students and 40% or more have an IEP --- 4 periods in a 7-day cycle of coverage by a special education teacher in that class

Classes with 22 or more students and 30% or more have an IEP --- 3 periods in a 7-day cycle of coverage by a special education teacher in that class

Classes with 26 or more students and 20% or more have an IEP --- 2 periods in a 7-day cycle of coverage by a special education teacher in that class

AND AT THE JUNIOR HIGH SCHOOL LEVEL:

Classes with 8 or more students and 50% or more have an IEP --- 5 periods in a 5-day cycle of coverage by a special education teacher in that class

Classes with 17 or more students and 40% or more have an IEP --- 4 periods in a 5-day cycle of coverage by a special education teacher in that class

Classes with 20 or more students and 30% or more have an IEP --- 3 periods in a 5-day cycle of coverage by a special education teacher in that class

Classes with 24 or more students and 20% or more have an IEP --- 2 periods in a 5-day cycle of coverage by a special education teacher in that class

(2) All of the class size numbers and percentages are unweighted for purposes of applying the formula contained in 12-6.5(B)(1).

(3) No secondary teacher shall have the option of refusing the services of a special education teacher in his/her classroom to be consistent with previous decisions made by the Superintendent, Assistant Superintendent, Director of Elementary Education and the Director of Special Services as it relates to Elementary Inclusion Classrooms.

(4) This provision eliminates transition classes at the secondary level and the May 12, 1987 Fisher/Tammelleo Agreement concerning team-taught classes. All other agreements and arbitrations concerning transitional classes and past practices are void and of no effect, except as such agreements, arbitrations or past practices relate to payment of coverage for cooperative teaching when one of the teachers is absent and no substitute is provided. It is understood, however, that the class size language of 28 weighted is still in effect.

(5) For purpose of implementing the provisions contained in 12-6.5(B), three (3) teachers in departments of seven or more and two teachers in departments of six (6) or less may be given teaching assignments above the maximum provided in section 12-8.7(g) for the 2001-2002 school year only. Thereafter, the parties will revert to the current language in section 12-8.7(g).

(6) Physical education is exempted from this proposal. Adaptive physical education will remain as is.

(7) When applying the percentages to the number of students in a class, if a mixed decimal results, more than 0.5 will be rounded up.

(8) This will require that the special education teacher be regularly scheduled to be in the regular education teacher's classroom for the full teaching period(s).

12-6.6 Secondary school Physical Education classes will not exceed 32 students on an unweighted basis.

12-6.7 Anything to the contrary notwithstanding, effective the first day of the 1994-95 school year class size in Technology Education, Human Science and Services, and Art shall not exceed the following unweighted numbers:

(a) Junior High, all areas except Woodworking & Metal	18
Woodworking & Metal	17
(b) Senior High	
(i) Art	20
(ii) Auto	17
Metals	17
Woodworking	17
Electricity	17
(iii) All other tech subjects	20
(iv) Child Development	18
(v) Textiles	18
(vi) Clothing	18
(vii) Interior and Home Design	18
(viii) Human Relations (weighted)	28
(ix) All other Human Science and Services	20

12-6.8 Kindergarten class size shall not exceed 24 students unweighted in 2001-2002, and beginning in 2002-2003 and thereafter, shall not exceed 23 students unweighted. Effective with the beginning of the 2001-2002 school year, morning and afternoon kindergarten class sizes for classes taught by the same teacher will be equalized within plus or minus three students, unless the kindergarten teacher requests a variance from this equalization and that variance is agreed to by the Union and the Administration.

12-7 TEACHING LOAD

12-7.1 No teacher on the secondary level shall be required to teach more than two (2) subject matter areas.

12-8 SCHEDULES AND COVERAGE

12-8.1 The teaching schedules of teachers in the junior high schools shall include at least five (5) non-teaching periods during the week.

12-8.2 Teachers may be called on, however, to cover classes on their non-teaching period occasioned by absences in the various departments. Such coverage shall be assigned on a rotating basis within a pool of volunteers established in each school. In the event that a volunteer is not available to cover, then another teacher, again on a rotating basis, may be assigned to cover the class.

The Committee shall make every effort to provide substitutes for teachers who are absent.

For each period a teacher covers beyond three (3) (not including coverage referred to in 12-8.7 b) the teacher shall be paid in a lump sum at the end of the school year according to C-1.8. Teachers will be assigned to class coverage on a fair and equitable basis among all faculty members. If a teacher is

called upon to cover the class of a teacher who is absent from class at the request of the administration, he/she shall be paid at the rate of \$40.00 per class. If the administration requests that a teacher be absent for professional development for less than a full day, the coverage rate shall be \$40.00 per class. The coverage rate shall otherwise be as provided in Appendix C-1.8. The above shall be applicable to all junior high teachers and teachers in the voluntary junior and senior high school coverage pools.

12-8.3 When substitutes certified in the area of the absent teacher are not available the Warwick Public Schools shall make every effort to employ substitutes who are certified by the state in other areas.

12-8.4 Except as otherwise provided in 12-8, secondary school teachers shall not be assigned more than twenty-five (25) teaching periods per week in the junior high schools nor more than twenty-one (21) periods per week in the senior high schools except for situations arising out of the section in teaching schedule and coverage as described herein. Effective the first day of the 1995-96 school year and thereafter, teachers in the senior high schools shall not be assigned more than thirty (30) teaching periods per seven day cycle.

12-8.5 HOME ROOM ROTATION

Secondary school home room assignments shall be rotated among the faculty with the following exceptions:

School Nurse
Librarian
Social Arts Coordinator
Teacher in Charge of Transportation and Locker
Teacher in Charge of Visual Aids
Teacher in Charge of Student Finance
Teacher in Charge of School Supplies

Yearbook Advisor
Department Heads
Guidance Counselors
Building Athletic Director
School Newspaper Advisor

12-8.6 Secondary school department heads shall be responsible for the mechanical preparation, coordination and distribution of exams.

12-8.7 (a) Effective the first day of the 1995-96 school year, there will be implemented in all three high schools a 7 day/7 period schedule, pursuant to which six (6) periods meet each day and forty-two (42) periods meet over each seven (7) day cycle. Of the forty-two (42) periods, thirty (30) will be teaching periods, seven (7) will be preparation periods (one per day) and five (5) will be office assignments.

(b) Office assignments shall include in-house suspension, lunch duty, lavatory and corridor duty, and class coverage. Office assignments will be assigned on a quarterly rotating basis. Corridor and lavatory duty shall not require continuous presence at a duty station as long as regular and frequent checks are made by the teacher on duty.

Senior high school nurse teachers shall be assigned their office assignment during the last time block (12:55-1:45) of the school day. The non-teaching period of the senior high school nurse teacher will not be scheduled during the long period of the day.

(c) Classroom teachers shall be required to provide daily assignments to students on in-house suspension. In-house suspension classes shall not exceed ten (10) students.

(d) The maximum teaching load, except as provided in e below, shall be five (5) courses with

six sessions per course during any seven (7) day cycle.

(e) Teachers may apply on a voluntary basis to teach in excess of the maximum teaching load and, if assigned to do so, will be compensated at the rate of \$35.00 for each session in excess of the maximum for the 2000-2001 and 2001-2002 school years and \$45.00 for the 2002-2003 school year and thereafter. Teaching assignments in excess of the maximum will be rotated from year to year among applicants for the assignment on a fair and equitable basis.

Teachers who may wish to teach an additional class in the following school year will indicate so on their program preference form.

Each department head will publish and verify the availability of extra classes when it becomes known.

Each department head will publish and verify the assignment of extra classes concurrent with said assignments.

Additional classes will not be assigned to department heads except in cases where no other teacher has expressed an interest in teaching an additional class.

(f) Sessions in excess of the maximum will be in lieu of office assignments.

(g) No more than one teacher in departments of six teachers or less and no more than two teachers in departments of seven or more may be given teaching assignments above the maximum as provided in (e) above.

12-8.8 The administration of 12-8.7(b) shall be in accordance with the memorandum annexed in Appendix D.

12-8.9 For special provisions relating to the Career and Technical Center, see Appendix D.

12-9 PREPARATION PERIODS

12-9.1 When a teacher in a special area is in charge of an elementary teacher's class, the regular teacher may leave the classroom.

12-9.2 Elementary special area teachers shall be entitled to an average of 215 minutes of non-teaching time per week, no subdivision of which shall be less than one-half (1/2) hour. Such non-teaching time shall be scheduled with the maximum degree of efficiency in consideration of the educational program.

12-9.3 Elementary primary teachers shall be entitled to an average of 215 minutes of non-teaching time per week. Elementary intermediate teachers shall be entitled to an average of 227 minutes of non-teaching time per week.

12-9.4 Elementary teachers shall use the unassigned period at the end of the school day as a preparation period. Meetings may be scheduled during this time period in accordance with Article XII, Section 10.

12-10 BEFORE AND AFTER SCHOOL MEETINGS

12-10.1 The Committee agrees that members of the bargaining unit shall not be required to attend more than two (2) before or after school faculty, department, grade level or curriculum meetings per month.

12-10.2 No meeting shall last more than one hour.

12-10.3 Additional meetings may be scheduled on a voluntary basis.

12-11 OUTSIDE DUTIES

12-11.1 Teachers shall not be required to supervise activities beyond the limit of the school day as defined in Article XII, Section 3.

12-11.2 When detention is scheduled in a high school or junior high school, teachers selected for detention shall be compensated according to C-1.4 per detention coverage. Teachers shall be selected for detention from among those in the school who apply. Teachers who previously held these positions shall be given first refusal rights for this duty.

12-12 CLASS ASSIGNMENT

12-12.1 No teacher shall be assigned to teach subjects, grades or classes outside his/her area of certification without his/her consent.

12-13 CLASS ROOM INTERRUPTIONS ON THE P.A. SYSTEM

12-13.1 The use of public address systems in the school shall be so scheduled by the principal as to provide a minimum of classroom interruption.

Announcements shall be made during the homeroom period in the morning and the last five minutes of the last period of the day.

12-13.2 The P.A. System shall be used at times other than those indicated above only when absolutely necessary or when the announcement concerns a large percentage of the school population.

12-13.3 In schools without a P.A. system classroom interruptions will be kept to a minimum. Normally notices other than those of immediate importance will be posted.

12-14 RELIEF FROM NON-TEACHING DUTIES

12-14.1 Teachers shall not be required to collect insurance and picture money from pupils.

A study shall be conducted with the intention of reducing or eliminating the time spent, by teachers, in the collection of milk money.

12-14.2 The School Committee agrees to hire a kindergarten aide effective for the 1986-87 school year to provide one aide per kindergarten teacher.

12-15 PUPILS' REPORT CARD MARKS

12-15.1 Marks given by a teacher shall not be changed except for a clear valid and objective reason and not without consulting with the teacher. No minimum or maximum limitation shall be set on the number who pass or fail.

12-15.2 Grade reporting sheets in the secondary schools shall be made available to teachers two (2) school days prior to the close of each marking period and shall be due in the main office of each school on the third (3rd) school day after marks close.

The present practice on final marks for seniors and for grades seven through eleven shall remain in effect.

12-15.3 A report card of the carbon type shall be used in the elementary schools. The original shall be sent home and other copies retained for

office use. Such forms shall be made available to the teachers five (5) days before they are due.

12-15.4 Elementary teachers shall not be required to submit grades to principals for their perusal prior to issuing report cards.

12-15.5 When the occasion arises where report cards are to be revised, a committee consisting of an equal number of teachers, administrators, and parents shall be formed to review the present report card and make recommendations as a committee to the Superintendent of Schools.

12-16 PARENT TEACHER CONFERENCES

12-16.1 It shall be the intention of the Committee and the Union to schedule parent-teacher conferences during the regular school day and during the teacher's non-teaching period.

12-16.2 It is also the intention of the Committee and the Union that a teacher be given sufficient advance notice of the conference in order to make whatever preparation may be necessary. It is recognized by the Committee and the Union, however, that there may develop special circumstances where immediate attention to a problem involving a parent and teacher conference is required. In such circumstances, as determined by the school principal, the conference may be scheduled at the most propitious time in order to resolve the problem in the best interests of the student, the school and the parent.

12-17 IMPROVEMENT OF FACILITIES

12-17.1 Each school shall have a teacher's room which is neatly maintained and has proper lighting, heating, and suitable furniture. Office machines such as typewriters and duplicating machines shall be made available for teacher use. Office copiers and

computers shall be adequately maintained so that they can be made available for teacher use at reasonable times.

12-17.2 Faculty lavatories shall be neat and well maintained.

12-17.3 No teacher shall be assigned to custodial tasks in the teachers' faculty room, kitchen area, or regular classroom. They shall, however, be expected to keep rooms tidy and free of litter.

12-17.4 No maintenance and/or repair work shall be performed within an occupied classroom during teaching time except under emergency conditions or with the teacher's permission.

12-18 NON-TEACHING TIME

12-18.1 Teachers shall be allowed to leave the building during their non-teaching time with the permission of the school principal. Permission may be withheld if the requesting teacher has been assigned coverage or if conditions in the building are such that his/her attendance is required.

12-18.2 If the principal and/or the assistant principal are not readily available, the teacher may leave the building upon thirty (30) minutes notification to the main office of the school.

12-19 TEACHER TRAINEES

12-19.1 Acceptance of a teacher trainee shall be voluntary. Advance notice of the assignment of a trainee shall be provided. Assignment of the trainee shall be made by the principal, supervising administrator and/or department head.

12-20 CHRONICALLY DISRUPTIVE PUPILS

12-20.1 Chronically disruptive children shall be provided with an appropriate learning environment. Where necessary, a setting outside the regular classroom shall be provided.

12-21 REIMBURSEMENT FOR LOST OR DAMAGED PROPERTY

12-21.1 The School Committee shall investigate the circumstances of any clothing or personal property damaged or destroyed in the course of employment and where deemed warranted, reimburse the teacher.

12-21.2 It is understood by the parties that automobiles are excluded from this provision.

12-22 PROTECTIVE CLOTHING

12-22.1 Protective clothing and/or equipment shall be provided for all teachers and students in laboratory and shop areas where required and in other areas when requested and required for the health and safety of teachers and students.

12-23 ADMINISTRATIVE DUTIES

12-23.1 No teacher shall be required to perform administrative duties.

12-24 EDUCATIONAL CONFERENCES

12-24.1 Notices of educational conferences received by the principal or department head shall be posted on the faculty bulletin board when they are received.

12-24.2 With the permission of the respective directors of the Elementary, Secondary, and Special Services Departments, teachers shall be allowed to

attend educational conferences. Attendance shall be on a voluntary basis.

Teachers should obtain permission to attend a conference before making a commitment with conference officials.

12-25 CLASS ASSIGNMENT AND PROGRAM

12-25.1 No later than March 1 the department head in the secondary school and the principal in the elementary school shall distribute a standard form to the teachers in their department or school respectively on which the teacher shall indicate his/her program preference. Special area teachers shall receive their form and return them to their department head or immediate supervisor. The forms are to be returned no later than one (1) week after distribution and shall be kept on file at the individual school until October 1 of the following school year. Program preference forms shall include space for high school teachers to specify if an extra class is desired.

12-25.2 Program requests shall be taken into consideration when determining teachers' programs. When a teacher's request is not met, he/she may discuss reasons with the immediate administrator involved. Classes of various ability levels shall be apportioned among teachers on an equitable basis consistent with the educational programs of the school.

12-25.3 No later than June 7, teachers shall receive from the immediate administrator involved:

(a) Subjects, grades and classes to be taught.

(b) All pertinent information available at that time about classes to be taught.

12-25.4 If changes occur during the summer which require a change in a teacher's program, the principal, supervisor, or department head shall provide notification to the teacher as close to August 1st as possible.

12-26 USE OF PHONE

12-26.1 Each school shall have a phone which is available to teachers for which privacy is assured upon request.

12-27 TRAVEL ALLOWANCE

12-27.1 All teachers in special areas who are required to use their car shall receive a travel allowance at the IRS approved rate in effect as of March 1, of the preceding budget year. Mileage traveled between the teacher's home and the first school assignment, lunch period, and the last school assignment shall not be considered in setting the mileage amount.

12-28 SPECIAL AREA SUBJECTS

12-28 Special area subjects (elementary art, elementary guidance, elementary language arts, elementary library, elementary music, elementary physical education, school-nurse-teacher, elementary science, speech and hearing).

12-28.1 Each year, specifically designated areas or classrooms for special area teachers to work or teach shall be assessed, and assigned on a fair, equitable and service-to-students basis, within the existing available plant and as appropriate facilities become available.

This availability shall be determined on an annual basis.

12-28.2 The School Committee will make every reasonable effort to provide equipment to secure files and other working materials.

12-29 BETWEEN CLASS TIME

12-29.1 Ten (10) minutes shall be provided between regularly scheduled classes for elementary special area teachers for the purpose of travel and preparation. Where the special area teacher conducts all of his/her classes in the same classroom, he/she shall be provided five (5) minutes between regularly scheduled classes.

12-30 POOL OF SUBSTITUTES

12-30.1 Where substitute teachers in special areas are available, a pool of special substitutes shall be maintained to provide adequate coverage when a special teacher is absent.

12-31 FIELD TRIPS

12-31.1 Free bus service shall be provided for all field trips when authorized.

12-31.2 At least three (3) days notice will be given to teachers when field trips are scheduled for a teacher's class which have not been planned by the teacher.

12-32 CANCELLATION OF SCHOOL

12-32.1 In the event inclement weather necessitates the cancellation of school, radio stations will be notified by the superintendent or his/her designee prior to 6:00 A.M. Stations carrying school cancellation announcements are as follows: WWLI - - WHJJ -- WPRO -- WICE --, WSNE.

12-33 PROFESSIONAL LIBRARY

12-33.1 A professional library collection for reference and circulation shall be provided in each school.

12-34 CURRICULUM COMMITTEE AND WORKSHOP

12-34.1 Teachers and department heads shall receive notice when a curriculum committee or textbook selection committee is to be established and invited and encouraged to participate.

12-34.2 Summer workshops, when scheduled, shall be advertised and teachers invited to apply in writing for participation. Those who have participated in the preliminary work leading to the workshop will be given priority consideration within the amount of money budgeted for the workshops, after special resource personnel have been appointed.

12-35 EXTRA CURRICULAR

12-35.1 Teacher participation in extra curricular activities will be strictly voluntary. Teachers will be compensated for participation in accordance with Appendix B of this contract.

12-36 COACHING AND EXTRA CURRICULAR

12-36.1 No applicant for any coaching position will be discriminated against because he/she is a member of any particular department within a school.

12-36.2 All coaches shall be subject to annual evaluation by the Supervisor of Athletics or Administrative Designee appointed at the beginning of each school year. The head coach shall be included in the evaluation and selection of his/her assistant coaches.

12-36.3 Appointments to coaching positions shall be made on the basis of qualifications for the vacant position. Preference for appointment shall be given to qualified applicants from within the Warwick Public Schools. In the event that there is no qualified applicant from the Warwick Public Schools, the qualified candidate from outside the school system may be appointed. Effective for appointments for the 2002-2003 school year, outside appointees shall be subject to one annual posting for one (1) year and if the coach from outside the school has satisfactory performance for one (1) year, he/she shall be appointed on a permanent basis.

12-36.4 Coaching and extracurricular activities shall be open to regular classroom teachers only. In cases where there are no applicants for a particular position from regular classroom teachers, then a department head who has applied may be appointed on a temporary basis. The position will be re-posted for the next season.

12-36.5 Where the ninth grade is housed in a junior high school and where the students participate in the sporting program of the high school, the two schools shall be considered one for coaching purposes.

12-37 SUMMER SCHOOL

12-37.1 Teachers who have not taught summer school during the previous year shall submit written application to the Director of Human Resources by June 1st.

Teachers who taught summer school in the previous year shall be continued in the position if they are available. No additional application is necessary.

12-37.2 If a teacher is unable to perform his or her summer school duties because of illness, a temporary replacement may be assigned. If the teacher is unable to work the following summer, the temporary replacement shall be permanently assigned.

12-37.3 The maximum number of classes for all teachers accepted into the summer school program shall be three (3) classes.

12-38 GENERAL DISCIPLINE

12-38.1 The Committee agrees that discipline problems that interfere with and disrupt the orderly process of the school and school related activities shall be dealt with firmly and positively.

12-38.2 Excessive instances of tardiness, cutting of classes and absences from school without good reason shall be considered serious infractions of individual school rules and regulations.

12-38.3 Constant and repeated acts of insubordination and recalcitrant behavior generally shall be cause for suspension.

12-38.4 Any student who assaults a teacher or school department employee, or who is considered to be an active physical threat to any individual shall be removed immediately from his/her classes and be subject to suspension procedures by the principal.

12-38.5 A student who leaves school voluntarily or involuntarily shall not be readmitted other than on a probationary basis. After reinstatement, at the end of a one month probationary period, each of his/her teachers shall submit a report on his/her conduct and academic achievement and make a recommendation regarding his/her continued matriculation.

12-38.6 The principal with the advice and consultation of the faculty advisory committee in each school shall update by November 1, 1982, a firm and definite policy for handling of discipline cases in each school. Such policy shall be submitted to the Superintendent for his/her approval.

Discipline policy shall deal with the following:

(a) Establishing a clear and definitive code for student behavior. Each student, parent and faculty member will be given a copy of the code.

(b) Establishing firm and definitive procedures for handling discipline problems. Each student, parent and faculty member will receive a copy.

(c) Each parent, student, and faculty member shall receive a copy of the system-wide Code of Ethics adopted by the School Committee in September, 1987.

12-38.7 CHRONICALLY DISRUPTIVE STUDENT

Definition: A chronically disruptive student is one who is constantly incorrigible and whose behavior interferes with the education process or safety of the students.

Identification: When a student is tentatively identified by a teacher as being chronically disruptive, he/she shall be referred to the principal and/or assistant principal. The principal and/or assistant principal shall create a committee of inquiry consisting of but not limited to all classroom teachers and departmentalized teachers who have regular contact with the student. Each member of the committee shall be asked to independently state in writing his/her opinion of

the student's behavior. The committee will then convene to discuss the appropriate action to be taken.

12-38.8 This Committee shall be created within five (5) days of the referral to the principal.

12-39 ELEMENTARY SPECIAL AREA PROGRAMS

12-39.1 Except as provided in Article VI (1.4) the Committee agrees that it will not terminate, or suspend any teacher presently employed in the elementary special area program or in the professional special services area covered by this agreement, except as provided below.

The School Committee may reduce personnel in these areas based on pupil population decline. Such reduction shall be made consistent with the memorandum of agreement regarding reduction in force.

12-40 PARTICIPATION IN I.E.P.'s

12-40.1 Where appropriate, school-nurse teachers, guidance counselors, classroom teachers, and other members of a school staff who have or will have a special need's student in class may, at his/her request, participate in the development of the student's I.E.P.

12-40.2 All elementary and secondary teachers shall have the opportunity to participate in the development of an I.E.P. for a student who is to be placed in his/her classroom.

12-40.3 Students who have IEP's shall be identified on class lists that are given to teachers. Students transferred shall be identified to the receiving teachers if they have IEP's.

12-40.4 Teachers shall be given sufficient time within the work day, excluding teacher preparation time, to participate in CORE evaluations, in school conferences, and the development of IEP's.

ARTICLE XIII SALARY AND FRINGE BENEFITS

13-1

13-1.1 Basic salary scale for the 2000-2003 contract years.

The salaries of all persons covered by this agreement are set forth in Appendix A which is attached and made part of this agreement.

13-2

13-2.1 The salary scale set forth in Appendix A shall become effective as of the first day of the 2000-2001, 2001-2002, and 2002-2003 school years. At the option of the teacher, the School Committee agrees to deposit checks directly to one of eight (8) financial institutions selected jointly by the Union and School Committee.

13-3

13-3.1 All persons on teacher salary schedule shall be paid in twenty-six (26) equal installments during the contractual year.

13-3.2 Any teacher who wishes to receive his/her summer check in a lump sum in June shall make application in writing to the Personnel Office prior to March 1 of the school year. Lump sum payment shall be paid prior to July 1st.

13-4

13-4.1 A year's experience shall be based on the teaching of at least ninety (90) school days during any given school year. The ninety days shall be recognized only after continuous permanent employment by the Warwick School Committee.

13-5

13-5.1 Teachers who have completed all of the requirements of an advanced degree and who will not officially receive the degree until the following June, shall, upon presentation of an official statement from the appropriate college office, be eligible to receive the increment for the degree beginning the following September.

13-5.2 Requests for initial payment or changes in payment of graduate increments shall be in writing and shall be submitted to the Director of Human Resources no later than October 1. Late requests shall result in the teacher receiving pro-rated payment. There will be no pro-ration for requests received on or after May 1st. Requests received on or after May 1st will be processed for the subsequent school year.

13-5.3 In order to receive compensation for longevity increments, a teacher must submit a written request to the Personnel Office prior to August 1st. It is the responsibility of the teacher to request payment of longevity initially and at each level. Changes are not made automatically. Late requests shall result in the teacher receiving pro-rated payment. There will be no pro-ration for requests received on or after May 1st. Requests received on or after May 1st will be processed for the subsequent school year.

13-6

13-6.1 Any teacher except those on differential required to work in addition to the contractual school year, shall be paid at the pro-rata of the annual salary.

Payment for coverage under 12-8.2 of the agreement shall be reconciled and paid quarterly.

13-6.2 Teachers who have detention and/or after school classes shall receive compensation for such activities in their regular bi-weekly salary check.

13-7

13-7.1 Supplementary salary schedule for coaches and other extracurricular positions is set forth in Appendix B which is attached and made a part of this agreement. Teachers shall be limited to occupying two (2) positions covered by Appendix B. In the event that no qualified applicant for a position is available then a teacher may apply and be appointed to a third position on a temporary basis. The position shall be reposted each year until a permanent appointment is made.

13-7.2 A salary schedule for extended school services is set forth in Appendix C which is attached and made part of this agreement.

13-7.3 Teachers who have positions covered under schedules B and C of the agreement shall receive their salary at the completion of their duties or responsibilities. It shall be paid in a check separate from their regular salary check.

13-8 HEALTH INSURANCE

13-8.1 The Committee shall provide health insurance coverage as follows:

- (A) Blue Cross (Classic) semiprivate
- (B) Blue Shield 100
- (C) Major Medical - \$250,000 Plan
\$300.00 deductible (\$600.00 family)
- (D) Diagnostic Rider
- (E) Medical Emergency Rider

- (F) Student to age 23 rider
- (G) Prescription Drug Rider (\$5.00 deductible)
- (H) 365-day Blue Cross Coverage
- (I) Extended Vision Care - Individual/Family
- (J) Classic Blue Managed Benefits Program

This plan shall be fully paid for the individual and the family plan.

13-8.2 The Committee will not adopt a new medical plan unless mutually agreeable with the Union. If there is no mutual agreement by the parties, the matter will be submitted to binding arbitration according to the procedures outlined in the Michaelson Act to determine if the proposed plan is the equivalent of the present plan. The selection process for the arbitration panel will be outlined in 28-9.3 of the General Laws.

13-8.3 Teachers for whom Blue Cross coverage is terminated because of leave of absence shall be entitled to remain in the group insurance at their own expense.

13-8.4 A new teacher entering the system shall be covered for insurance benefits effective on the first day of the teacher's work year in September, or the first of the month after employment begins if hired during the year.

13-8.5 Healthmate Coast to Coast (with benefits listed in accordance with the Healthmate Coast to Coast plan outlined in Appendix E) and United Health Care shall be available as optional health plans to all members of the bargaining unit. Other optional health plans may be offered if mutually agreed between the Union and the School Committee. Each member of the bargaining unit who elects an optional plan shall be responsible for the additional monthly costs, if any, between the plan selected and the cost of the basic health plan provided in 13-8.1.

13-8.6 The Committee shall provide a comprehensive family dental plan for all eligible members of the bargaining unit with no deductible.

The plan shall include coverage for Orthodontic costs. (Lifetime maximum \$1,200.)

Any change in carrier for this plan shall provide a plan equivalent to the plan in existence at the time of the change.

13-8.7 Members of the bargaining unit may elect to waive their medical and/or dental coverage on an annual basis at least 30 days prior to the anniversary date (July 1). Upon request to the Personnel Office any member who elects to waive such medical coverage shall receive \$1500.00 (family); \$600.00 (individual). Upon request to the Personnel Office any member who elects to waive such dental coverage shall receive \$175.00 (family); \$55.00 (individual). Members need to renew the waiver on an annual basis. Members of the bargaining unit who due to a change in circumstances wish to reenter the medical and/or dental program may do so upon request of the Personnel Office. They shall be placed on the next premium payment list. A prorated portion of the premium waiver shall be returned to the school department.

13-8.8 EMPLOYEE ASSISTANCE PLAN

The School Committee will provide an Employee Assistance Program substantially similar to the RIEAS level of services in existence in September 2000.

13.9 DEPARTMENT HEADS

Ratio for department heads shall be the following:

- 13-9.1 Three (3) to seven (7) teachers in department 1.13
- 13-9.2 Eight (8) to twelve (12) teachers in department1.16
- 13-9.3 Thirteen (13) and above1.19
- 13-9.4 Elementary department heads1.19
- 13-9.5 Pay for new department heads
 - 1st year-25% of regular scale
 - 2nd year-50% of regular scale
 - 3rd year-75% of regular scale
 - 4th year-100% of regular scale

Acting department heads shall be paid in accordance with the appropriate step.

13-10 SCHOOL PSYCHOLOGISTS

13-10.1 Psychologists hired after February 1, 1978, shall receive a differential equal to 10% of the salary step they are on and will work 199 days, eight (8) hours per day with one hour for lunch.

Psychologists employed as of February 1, 1978, shall receive a percentage increase equivalent to the percentage increase at the tenth step of the salary scale applied to their present salary.

13-11 SUBSTITUTES

13-11.1 Substitute teachers hired by the Warwick School Committee shall be categorized as follows and employed in accordance with the provisions that follow:

Category 1 - Any substitute who is hired to work a full school year replacing a teacher on unpaid leave of absence shall be paid at the appropriate step on the Appendix A-1 salary scale as of his or her first day of employment and shall be eligible for union membership or subject to an agency fee within thirty calendar days. He/she shall be entitled to the health and dental insurance specified in Article 13, Section 13-8, from the first day of employment through the end of the contract year and shall enjoy such additional rights as are specified in Articles 3, 4, 8, Sections 8-2, 8-4.1 and 8-5, Article 9, Sections 9-4, 9-5.1, 9-6.1 (b), 9-7.1, Article 10, Sections 10-1, 10-1.2 (for the duration of the disability or the end of the school year, whichever first occurs), 10-2, and 10-3, Article 12, Sections 12-27.1, 12-28 and 12-29. He or she shall also be entitled to ten paid sick days pursuant to Article 9, Section 9-1.1 (in lieu of the ninety days specified herein). He/she shall also be entitled to payment for advanced increments as outlined in Appendix A-3 beginning in the 2001-2002 school year.

Category 2 - Any substitute hired to take the place of a teacher on unpaid leave or sabbatical leave for a period of less than a full school year, but which, it is known at the time of hiring will exceed six months, will be placed on at least Step 1 of the Appendix A-1 salary scale as of his or her first day of employment and, if substituting for a teacher who is not receiving paid health insurance coverage, shall be entitled to the health and dental insurance specified in Article 13, Section 13-8, from the first day of employment through the end of the school year or the last day of employment, whichever first occurs. For the duration of employment in the school year, a Category 2 substitute shall be entitled to the additional rights accorded Category 1 substitutes except that his or her paid sick days will total one day for each

calendar month or fraction thereof that he or she is employed in Category 2. He or she shall be eligible for Union membership on the first day of employment or shall be subject to an agency fee after thirty days.

Category 3 - Any substitute, including per diem substitutes, hired for a period of less than six months is not a member of the bargaining unit and shall be compensated as provided in C-1.3.

Category 4 - A Category 3 substitute who works 135 days or more in a school year shall, as of the 136th day, be entitled on an ongoing basis to be placed on the appropriate step of the Appendix A-1 salary scale.

13-11.2 No category of substitutes shall accrue seniority or have any expectation of continued employment. Nor shall membership in the bargaining unit accord them any benefits other than those specifically provided above. This clause is not intended to affect the rights of a teacher pursuant to 28-44-68 of the General Laws one way or the other.

13-11.3 All substitutes shall be subject to the same work day and teaching schedule as the teacher for whom they are substituting, including, but not limited to, unassigned time, a duty-free lunch period, and office assignments.

13-11.4 The Union shall, on request, be provided with a list of substitutes by Category.

13-11.5 Category 3 substitutes may be employed to fill a vacancy or newly-created position during the period it takes to fill the vacancy or position. A Category 3 substitute filling such a vacancy or position shall be paid on the appropriate step with health and dental insurance

coverage as if he/she were a Category 2 substitute after the 45th day in such vacancy or position.

13-11.6 If a Category 1 substitute teacher dies, resigns, retires, or is made a permanent employee, his/her successor shall be treated as a Category 1 substitute in the event that 135 or more days remain in the school year at the time the successor takes the position.

13-11.7 Category 1 and 2 substitutes shall be entitled, but not required, to attend release days falling within their term of employment and to be paid for such release days as are attended.

ARTICLE XIV

RETIREMENT BENEFITS

14-1 The School Committee shall provide and fully pay the cost of the individual medical plan available to employees for all retirees who have thirty (30) years or more of credited service with the Rhode Island State Retirement System. Further, the School Committee shall provide the same individual benefit at 50% of the cost to retirees who have twenty (20) years or more of credited service with the Rhode Island State Retirement System and who are otherwise eligible to retire. This retirement benefit shall be available to each covered employee through their attainment of age 65.

Should said retiree obtain equivalent paid coverage through another source, this benefit shall not apply. Said retiree shall be required, on an annual basis, to provide the Warwick Public Schools with a written declaration regarding his or her current medical coverage. When said retiree no longer receives such equivalent coverage, he or she shall be eligible to be covered by this benefit, provided they are otherwise eligible.

ARTICLE XV

CONFORMITY TO LAW AND SAVINGS CLAUSE

15-1 If any provision of this agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

15-2 There will be no waiver or modification of any of the agreements, terms, or provisions contained in this agreement by any teacher with the Committee.

15-3 The terms and conditions of this agreement shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

ARTICLE XVI

AVAILABILITY OF CONTRACT

16-1 The Committee agrees to bear the cost of printing this agreement in booklet form and the Union agrees to bear the cost of distributing a copy of this agreement to each teacher presently employed by the Committee and to each new teacher hired by the Committee.

ARTICLE XVII

MANAGEMENT RIGHTS

17-1 It is understood and agreed by the parties that the School Committee possesses the sole right to operate the school system and that all management rights repose in it and the administration but that such

rights must be exercised consistently with the other provisions of this agreement. Those rights include but are not limited to the following:

17-1.1 Hire, assign or transfer teachers.

17-1.2 Determine the educational policies of the school system.

17-1.3 Determine the methods, means and number of personnel needed to carry out the educational policies entrusted to the School Committee by law.

17-1.4 Introduce new or improved methods or facilities.

17-1.5 Change existing methods or facilities.

17-1.6 Establish and require adherence to rules and regulations.

17-1.7 Discipline and discharge for cause.

17-1.8 Nothing in this agreement shall deprive the School Committee of its responsibilities delegated to it by the laws of the State of Rhode Island.

17-2 The Committee reaffirms its legal rights to review and make adjustments in educational positions, programs, and in the structure of the school system. It further reaffirms that these adjustments will be made consistent with the terms and conditions of this agreement.

ARTICLE XVIII

NEGOTIATIONS CLAUSE

18-1 The Committee and the Union agree that all negotiable items have been discussed during the

negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any items whether contained herein or not during the life of this agreement.

18-2 The Committee agrees that before making any changes in existing and/or future formally adopted policies which directly affect the Union, it will, through the Administration, discuss the contemplated changes with the Union.

18-3 Any previously adopted policy, rule or regulation of the Committee which is in conflict with a provision of this Agreement shall be superseded and replaced by the applicable provision of this Agreement.

18-4 Complete and up to date copies of all other policies previously established by the Committee shall be made available.

18-5 All existing School Committee policies granting rights and/or privileges to teachers but not part of previously negotiated agreements shall remain in full force and effect during the period of this agreement.

18-6 Previously negotiated agreements and all items and provisions contained therein shall be superseded by this agreement.

18-7 The Union affirms that it does not have the right to strike during the life of this agreement. The Union and its agents will not assist or participate in strikes, sanctions, work slow downs, or any concerted effort which is designed to impair the normal operation of this school system.

ARTICLE XIX

DURATION

19-1 The duration of the contract will be September 1, 2000 through August 31, 2003 and salary increases will be effective on the first day of each school year commencing August 30, 2000.

19-2 In witness whereof the following have set unto their signatures and seal this fourteenth day of November, 2000.

For Warwick Teachers' Union, Local 915, AFT, AFL-CIO

Mary M. Pendergast,
President

Robert E. Casey,
Chief Negotiator

Samuel Holtzman

Paul McDonald

Lois Conway

Jeffrey Miner

Nancy Norcia

Richard Lovett

Robert Whittemore

James Ginolfi

Susan Pucillo

Marilyn Gaffney

For Warwick School Committee

Charles H. Benson
Chairman

Rosemary Healey
Chief Negotiator

Frank J. Picozzi

Daniel Sheehan

Joyce L. Andrade

John F. Thompson, PhD

APPENDIX A

SALARY AND FRINGE BENEFITS

A-1 REGULAR SCHEDULE

SEPT. 1, 2000 - AUG. 31, 2003

	<u>1st day of 2000-2001 school year</u>	<u>1st day of 2001-2002 school year</u>	<u>1st day of 2002-2003 school year</u>
1.	\$30,348	\$31,486	\$32,588
2.	\$33,467	\$34,722	\$35,937
3.	\$36,032	\$37,383	\$38,691
4.	\$38,597	\$40,044	\$41,446
5.	\$41,162	\$42,706	\$44,201
6.	\$43,726	\$45,366	\$46,954
7.	\$46,528	\$48,273	\$49,963
8.	\$48,862	\$50,694	\$52,468
9.	\$50,958	\$52,869	\$54,719
10.	\$55,973	\$58,072	\$60,105

A-1.1 All teachers who were employed and paid during the 1992-93 school year and continued to be employed as of September 1, 1994, shall receive upon separation (death, resignation, retirement, and/or termination for cause) 2.5% of their schedule A-1 earnings during the school year in which separation occurs.

A-1.2 Nothing herein shall prohibit the School Committee from making earlier payment of said stipend as long as payment is made to all eligible teachers simultaneously. In such case the stipend will be 2.5% of the teachers Schedule A-1 earnings for the school year in which payment occurs.

A-2 LONGEVITY INCREMENTS

A-2.1 For 20 years of service, of which 15 have been in Warwick

2000 - 2001 - \$ 916

2001 - 2002 - \$1266

2002 - 2003 - \$1616

A-2.2 For 25 years of service, of which 20 have been in Warwick

2000 - 2001 - \$1136

2001 - 2002 - \$1486

2002 - 2003 - \$1836

A-2.3 For 30 years of service, of which 25 have been in Warwick

2000 - 2001 - \$1356

2001 - 2002 - \$1706

2002 - 2003 - \$2056

It is the responsibility of teachers to request payment of longevity initially and at each level. Changes are not made automatically.

A-3 ADVANCED INCREMENTS

A-3.1 30 semester hours of graduate coursework, in-service coursework beyond the Bachelor's degree

2000 - 2001 - \$1797

2001 - 2002 - \$2147

2002 - 2003 - \$2497

A-3.2 30 semester hours of graduate coursework in the teacher's classroom subject matter

2000 - 2001 - \$1797

2001 - 2002 - \$2147

2002 - 2003 - \$2497

A-3.3 Master's degree with a concentration in Education, Administration, etc.

2000 - 2001 - \$2127

2001 - 2002 - \$2477

2002 - 2003 - \$2827

A-3.4 Master's degree with a concentration in the teacher's classroom subject matter (over 50% of the requirements of the degree program in subject matter)

2000 - 2001 - \$2127
2001 - 2002 - \$2477
2002 - 2003 - \$2827

A-3.5 Master's degree in Education, Administration, etc. plus 30 semester hours of graduate coursework in education, administration, etc.

2000 - 2001 - \$2732
2001 - 2002 - \$3082
2002 - 2003 - \$3432

A-3.6 Master's degree in Education, Administration, etc., plus 30 semester hours of graduate coursework in the teacher's classroom subject matter

2000 - 2001 - \$2732
2001 - 2002 - \$3082
2002 - 2003 - \$3432

A-3.7 Master's degree in the teacher's classroom subject matter and 30 semester hours of graduate coursework in education, administration, etc.

2000 - 2001 - \$2732
2001 - 2002 - \$3082
2002 - 2003 - \$3432

A-3.8 Master's degree in the teacher's classroom subject matter and 30 semester hours of graduate coursework in the teacher's classroom subject matter

2000 - 2001 - \$2732
2001 - 2002 - \$3082
2002 - 2003 - \$3432

A-3.9 CAGS

2000 - 2001 - \$2841
2001 - 2002 - \$3191
2002 - 2003 - \$3541

A-3.10 Doctorate in Education

2000 - 2001 - \$3062
2001 - 2002 - \$3412
2002 - 2003 - \$3762

A-3.11 Doctorate in the teacher's classroom subject matter

2000 - 2001 - \$3062
2001 - 2002 - \$3412
2002 - 2003 - \$3762

A-3.12 National Board for Professional Teaching Standards Certification

2000 - 2001 - \$4000
2001 - 2002 - \$4350
2002 - 2003 - \$4700

A-3.13 The National Board for Professional Teaching Standards Certification advanced increment is in addition to any other earned advanced increment.

A-3.14 The above is not cumulative. Only one amount applies. Teachers may not be paid for holding more than one Bachelor's degree, more than one Master's degree, etc.

A-3.15 Elementary teachers with a Master's degree in education shall be compensated in accordance with A-3.4.

A-3.16 Effective September 1990, all degrees shall go to the single rate for the five categories.

A-3.17 The thirty hours in addition to the B.A. and/or thirty hours in addition to the M.A. or M. Education shall mean any graduate level courses and/or in-service courses and/or workshops/courses/conferences offering CEU's (15 hours equal 1 CEU) taken before, during or after the requirements for the aforementioned degrees (but not including the requirements for those aforementioned degrees). Wherever two Master's degrees are held, the higher compensation shall apply.

A-3.18 Teachers shall be responsible for presenting official credentials to support their request for increment payments.

A-3.19 Teachers whose Masters Degree requires 60 semester hours shall be entitled to the A-3.5 Advanced Increment.

APPENDIX B

B-1 SUPPLEMENTARY SALARY SCALE FOR
SEPTEMBER 1, 2000 - AUGUST 31, 2003

	<u>2000-2001</u>
YEARBOOK HEAD	1940
1 ASSISTANT	644
TEACHER IN CHARGE OF TRANSPORTATION	2010
TEACHER IN CHARGE OF VISUAL AIDS	1138
TEACHER IN CHARGE OF STUDENT FINANCE (H.S. + J.H.S.)	1289
SOCIAL ARTS COORDINATOR.(H.S.)	3258
SOCIAL ARTS COORDINATOR (J.H.S.)	1138
HIGH SCHOOL PAPER	644
JUNIOR HIGH SCHOOL PAPER	446
HIGH SCHOOL DRAMA	1091
CLASS ADVISOR	
9TH GRADE	293
10TH GRADE	587

11TH GRADE	880
12TH GRADE	1175
HIGH SCHOOL BAND DIRECTOR	1190
CHEERLEADER ADVISOR	434
DISTRIBUTIVE EDUCATION COORDINATOR	1062
JUNIOR HIGH SCHOOL DRAMA	569
JUNIOR HIGH SCHOOL YEARBOOK	569
CHORUS	1190
CHESS ADVISOR	302
DEBATE TEAM COACH	302
MATH TEAM COACH	302
COMPUTER TEAM COACH	302
9TH GRADE CHEERLEADER ADVISOR	302
ACADEMIC DECATHALON ADVISOR	757
ELEMENTARY MORNING SUPERVISION (VOLUNTARY SUBJECT TO POSTING)	1049
MOCK TRIAL COACH	302
RI MODEL LEGISLATURE ADVISOR	302

B-1.1 The Social Arts Coordinator in a senior high school will have two non-teaching periods in addition to the contractual non-teaching period.

B-1.2 For the 2001-2002 school year, the parties agree to establish a joint subcommittee to review the duties, compensation and responsibilities of each of the Appendix B-1 (non-coaching) positions in each school and formulate duties and responsibilities. Said subcommittee will consist of six members, three to be chosen by the Superintendent of Schools and three to be chosen by the President of the Union. By May 1, 2001, unless the parties mutually agree to an extension, the joint subcommittee will recommend to the parties the category placement and written duties and responsibilities. The School Committee and Union shall review and, if agreed, shall be effective on September 1, 2001. The choice of category levels is as follows for the 2001-2002 school year: \$500, \$750, \$1000, \$1250, \$1500, \$1750, \$2000, \$2250, \$2500, \$2750, \$3000, \$3250, \$3500.

B-1.3 All B-1 positions will be increased by 10%, effective for the 2002-2003 school year.

B-2 SUPPLEMENTARY SALARY SCHEDULE FOR COACHING 2000 - 2003

	<u>STEP1</u>	<u>STEP2</u>	<u>STEP 3</u>
FOOTBALL HEAD COACH			
2000-2001	3010	3292	3573
2001-2002	3360	3642	3923
2002-2003	3710	3992	4273
ASSISTANT AND 9TH			
2000-2001	1746	1886	2028
2001-2002	2096	2236	2378
2002-2003	2446	2586	2728

BLDG. ATHLETIC DIRECTOR

2000-2001	5824
2001-2002	6174
2002-2003	6524

BASEBALL HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

BASKETBALL HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

INDOOR TRACK HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

OUTDOOR TRACK HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
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2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

HOCKEY HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

WRESTLING HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

SOCCER HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

VOLLEYBALL HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

FIELD HOCKEY HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9TH

2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

GYMNASTICS HEAD COACH

2000-2001	2028	2167	2308
2001-2002	2378	2517	2658
2002-2003	2728	2867	3008

CROSS COUNTRY HEAD COACH

2000-2001	2028	2167	2308
2001-2002	2378	2517	2658
2002-2003	2728	2867	3008

TENNIS COACH

2000-2001	2028	2167	2308
2001-2002	2378	2517	2658
2002-2003	2728	2867	3008

GOLF COACH

2000-2001	1444	1598	1726
2001-2002	1794	1948	2076
2002-2003	2144	2298	2426

9TH GRADE CROSS COUNTRY COACH

2000-2001	1185	1325	1466
2001-2002	1535	1675	1816
2002-2003	1885	2025	2166

SOFTBALL HEAD COACH

2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9 TH			
2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

SWIMMING HEAD COACH			
2000-2001	2728	2870	3010
2001-2002	3078	3220	3360
2002-2003	3428	3570	3710

ASSISTANT AND 9 TH			
2000-2001	1534	1675	1815
2001-2002	1884	2025	2165
2002-2003	2234	2375	2515

B-2.1 The Building Athletic Director in a senior high school will have two non-teaching periods in addition to the contractual non-teaching period.

APPENDIX C

EXTENDED SCHOOL SERVICES

C-1 The following special categories of teachers shall be compensated in the manner stated below:

C-1.1 Teachers in the adult education programs and teachers of extended day classes shall be paid at the rate of \$21.60. *(The present after school program for physical education and band and music shall continue to be paid at the pro-rata rate).

C-1.2 Home tutors shall be paid at the rate of \$25.80.

C-1.3 Per diem substitutes shall be paid at the rate of \$65.00. The School Committee may increase this rate at any time provided that it send notice of the increase to the Union and provided the multiplier amount in the sick pay formula is increased as described in Section 9-1.1.

As to Category 3 substitutes who are hired to work 30 days or more in the same position, the School Committee may establish a substitute pay scale provided that it send a copy of the schedule to the Union and notify the Union when changes are made and further provided that no more than the effective per diem amount is charged to the sick pay formula as described in Section 9-1.1.

C-1.4 Detention shall be paid at the rate of \$21.60.

C-1.5 Teachers employed in the summer school shall be paid at the following rates:

(A) Three (3) classes -- Three-quarters of teacher's regular bi-weekly pay.

(B) Two (2) classes -- One-half of teacher's regular bi-weekly pay.

(C) One (1) class -- One-quarter of teacher's regular bi-weekly pay.

C-1.6 Teachers taking part in summer/after school workshops shall be paid at the rate of \$18.00 per hour for the 2000-2001 school year and the summer following the 2000-2001 school year, \$19.00 per hour for the 2001-2002 school year and the summer following the 2001-2002 school year and \$20.00 per hour for the 2002-2003 school year and the summer following the 2002-2003 school year.

C-1.7 Teachers in the Warwick Public Schools shall receive preference for positions in the summer school, adult education, home tutoring and extended school day programs over those from outside the system to the extent that they are qualified for the position.

When more than one person in the Warwick Public Schools has applied for the same position and

qualifications are considered equal, seniority in the school system shall govern. Further, where qualifications are equal, full time teachers shall be selected over part-time teachers.

C-1.8 Class coverage referred to in 12-8.2 shall be paid at the rate of \$23.20.

APPENDIX D - MEMORANDA

MEMORANDUM OF AGREEMENT

REDUCTIONS IN FORCE

Reductions in force for department heads shall be made on the basis of length of service within the Warwick Public Schools as a department head within the specific subject matter area.

The Committee agrees that it will not send more than forty (40) notices of lay-off to members of the bargaining unit per year over the life of this agreement. The Committee agrees that it will not lay-off in excess of twenty (20) members of the bargaining unit per year over the life of the agreement.

MEMORANDUM OF AGREEMENT

It is recognized by the Union that in the event the sick leave fund is exhausted in this school year, the formula contained herein may be executed.

The Union agrees to make every effort to advise their membership as to the importance of maintaining the integrity of the sick leave policy.

MEMORANDUM OF AGREEMENT

DEPARTMENT HEADS

The parties agree to re-write the job description for department heads to include reasonable and agreed to duties beyond the regular workday.

MEMORANDUM OF AGREEMENT

The parties agree that the decision of the Superior Court in KC-95-0839, unless reversed on appeal to the Supreme Court, will be binding for the duration of the 1997-2000 agreement. In other words, the construction of the 1994-1997 agreement underlying the decision of the Superior Court will apply to the 1997-2000 agreement as well, regardless of any negotiated amendments of the 1994-1997 agreement contained in the 1997-2000 agreement.

Should the Supreme Court reverse or otherwise alter the decision of the Superior Court, then and to that extent, the decision of the Supreme Court construing the 1994-1997 agreement will apply to the 1997-2000 agreement as well.

In summary, the changes negotiated in the terms of the 1994-1997 agreement for inclusion in the 1997-2000 agreement, are not intended by the parties to affect any change insofar as the arbitrability or non-arbitrability of the non-renewal of non-tenured teachers is concerned, and neither party, in connection with any future dispute regarding arbitrability, will cite said changes.

MEMORANDUM OF AGREEMENT

CAREER AND TECH SCHEDULE

Classroom teachers assigned to the Career and Technical Center and/or assigned to a satellite vocational program hereof will be assigned two (2)-

teaching blocks daily which will be rotated on a semester schedule in accordance with current practice. A preparation period will be provided each day. They will not be assigned non-teaching duties, including, but not limited to, homeroom, lunch duty, corridor/lavatory duty.

Other certified personnel assigned to the Career and Technical Center, including the Vocational Evaluator, the Cooperative Education teacher, Guidance Counselor and Resource teacher, will schedule their own preparation time with the consent of the Director and will not be assigned non-teaching duties.

Provided:

1. In view of the fact that the School Committee has separated the Career and Technical Center (Vocational School) from Toll Gate High School, the parties hereby agree that the teachers at both schools will continue to enjoy all their contractual entitlements as if they were still one school and one faculty, including but not limited to, "in house transfers" in Article VI.
2. Teachers who work in the satellite vocational program and assigned to Pilgrim and/or Veterans High Schools shall be part of that Pilgrim/Veterans faculty, but shall be evaluated by the coordinator of vocational education, with the exception of the department head who shall be evaluated by the building principal.
3. The parties agree that there shall be no alteration or modification to any of the vocational class schedules (Toll Gate, Pilgrim, Veterans) that were in effect during the 1995-96 school year without the mutual agreement of the parties.

MEMORANDUM OF AGREEMENT

OFFICE ASSIGNMENTS

The Warwick Teachers' Union and the Warwick School Committee agree that Article 12-8.7(b) shall be administered as follows:

First Semester
Periods 1,2, and 3

Second Semester
Periods 4,5, and 6

Teachers who have office assignments in any of these periods will be assigned by their building principal at the beginning of each quarter to one of the following three groups:

Group 1 - In School Suspension. Principals will assign one or two teachers per period to this group (to maintain a 1-10 teacher/student ratio). The absence of a teacher assigned to Group 1 will be treated as any other class coverage per the discussion in Group 2 below.

Group 2 - Class Coverage. Principals will assign two or three teachers per period to this group. The Administration will use teachers from Group 2 first to cover classes. The Administration will then use teachers from the volunteer pool provided for in Article 12-8.2 of the collective bargaining agreement to cover classes. Once the volunteer pool is exhausted, the Administration will cover classes using teachers from Group 3. The absence of a teacher assigned to Group 2 will be treated as any other class coverage. If, during a given period, there are no classes to be covered, then the teachers assigned to this Group shall have a free period.

Group 3 - Corridor/Lavatory Duty. Principals will assign the remaining teachers in a given period who have office assignment duty to this group. Teachers assigned to this group will be assigned an area of the building they are responsible for monitoring and they will also be responsible for regular monitoring of any lavatory in that section of the building. Teachers will not be required to sit in front of a lavatory. Teachers in Group 3 may be assigned to cover classes per the discussion in Group 2, above.

First Semester
Periods 4,5,6 and 7

Second Semester
Periods 1,2,3 and 7

Teachers who have office assignments in any of these periods will be assigned by their building principal at the beginning of each quarter to one of the following four groups:

Group 1 - In School Suspension. Principals will assign one or two teachers per period to this group (to maintain a 1 to 10 teacher/student ratio). The absence of a teacher assigned to Group 1 will be treated as any other class coverage per the discussion in Group 2 below.

Group 2 - Class coverage. Principals will assign two or three teachers per period to this group. The administration will use teachers from Group 2 first to cover classes. The Administration will then use teachers from the volunteer pool provided for in Article 12-8.2 of the collective bargaining agreement to cover classes. Once the volunteer pool is exhausted, the Administration will cover classes using teachers from Group 3. The absence of a teacher assigned to Group 2 will be treated as any other class coverage. If, during a given

period, there are no classes to be covered, then the teachers assigned to this Group shall have a free period.

Group 3 - Corridor/Lavatory Duty. Principals will assign the remaining teachers in a given period who have office assignment duty to this group. Teachers assigned to this group will be assigned an area of the building they are responsible for monitoring and they will also be responsible for regular monitoring of any lavatory in that section of the building. Teachers will not be required to sit in front of a lavatory. Teachers in Group 3 may be assigned to cover classes per the discussion in Group 2, above.

Group 4 - Lunch Duty and Corridor/Lavatory Duty. Principals will assign four teachers to this group. Teachers assigned to this group will be assigned to cover the lunchroom on those days when their office assignment period falls during lunch. On other days they will be assigned corridor/lavatory duty per the discussion in Group 3, above. The absence of a teacher assigned to Group 4 will be treated as any other class coverage.

The parties further agree that building principals will keep office assignment records from year to year to insure equitable rotation of assignments."

Secondary school nurse teachers shall not be required to have lunch duty. See section 12-5.4. Senior high school nurse teacher office assignments are governed by section 12-8.7 (e).

MEMORANDUM OF AGREEMENT

MENTORING PROGRAM

The Union and the School Committee agree that there shall be a Mentoring Program. The Mentoring Program shall be a collegial support system for

certified staff and shall not be used in any way to evaluate teachers.

The Warwick Public Schools Mentor Handbook will be used as a guide in the running of the Mentoring Program.

The qualifications and the application process shall be determined by the Mentor governance committee. Mentors will receive professional development incentives in amounts agreed to by the Mentor governance committee.

The Mentor governance committee will consist of the following four representatives: the administration's Mentor Coordinator, the Assistant Superintendent or his or her designee, the Union President or his or her designee and the teacher coordinator (trained by the RIAFT) to be selected by the Union President.

MEMORANDUM OF AGREEMENT

GRIEVANCE #257- ADVANCED INCREMENTS

In connection with the pending arbitration between the parties, Violation of A-3.15, Grievance No. 257, A.A.A. No. 11-390-01002-99, the parties agree as follows:

1. Should the School Committee prevail in the arbitration, no one who heretofore has been granted the advanced increment will have it taken away;
2. If the WTU prevails in the arbitration, it will request any and all retroactive payments plus interest at the legal rate to be paid forthwith. The School Committee reserves the right to fully defend any and all claims for retroactive payments and interest and does not agree that there is any entitlement to interest on said award.

MEMORANDUM OF AGREEMENT

MAINSTREAMING REPORT

The Mainstreaming Report of July 1980, as amended and produced to the WTU negotiating committee on August 23, 2000, is hereby incorporated in this collective bargaining agreement and is enforceable in the grievance and arbitration procedure.

MEMORANDUM OF AGREEMENT

TRANSITIONAL CLASS ARBITRATION APPEAL

The Warwick School Committee agrees to dismiss the transitional class appeal and the Warwick Teachers' Union agrees that the Golick Award is void and of no effect as of the beginning of the 2001-2002 school year (when transitional classes are abolished per previous agreement).

APPENDIX E

SUMMARY OF HEALTHMATE COAST-TO-COAST

September, 2000

GENERAL INFORMATION

Coverage Levels

In network - Eligible services are covered in full, less any applicable co-payments, when you use BlueCard PPO Network providers. Members will not be billed for charges beyond the plan allowance.
Out of network - Members may also choose to receive treatment outside the BlueCard PPO Network and still receive coverage at 80% of our allowance, less any deductibles and/or co-payments as noted

below. Outpatient mental health and substance abuse services are covered at 50% of our allowance.

Participating Provider Network

With our BlueCard PPO Network, the member's Blue Cross card is recognized at any Blue Cross participating PPO provider nationwide. In most cases, claims are filed by the provider and paid based on the local plan's allowance; members will not be balance billed beyond applicable co-payments. The HealthNet Blue Network is Blue Cross & Blue Shield of Rhode Island's (BCBSRI) designated BlueCard PPO Network. (www.BlueCares.com).

Pre-authorization

Authorization is obtained by providers who participate directly with BCBSRI's HealthNet Blue Network. Members are responsible for obtaining pre-authorization when using other Blue Cross Plans' BlueCard PPO providers or non-network providers. Benefits subject to pre-authorization are identified by an asterisk (*).

Annual Deductibles

No deductibles in network. Out of network - \$200 annual deductible per person (3 per family).

Out-of-pocket maximum

Out of network benefit increased to full coverage after maximum annual expense of \$3,000 per individual (3 per family). (The out-of-network deductible, mental health/substance abuse co-payments and office visits co-payments are not applicable to the out of pocket maximum.)

Lifetime maximums

Unlimited.

PREVENTIVE AND OUTPATIENT SERVICES

Office Visits (Personal Physician)

\$10 co-payment - includes annual physicals and well-baby visits.

Office Visits (Specialists)

\$10 co-payment (\$15 allergist & dermatologist) - includes routine and non-routine visits, annual gynecological exam. Pre-natal visits, pap smears and mammograms are covered in full. \$10 co-payment-includes non-routine podiatric services only.

Routine Eye Exams

\$10 co-payment - one routine exam per calendar year at network providers (medically necessary exams as needed).

Lab & X-Ray

100% coverage at network lab and x-ray facilities.

Outpatient Surgery*

100% coverage, includes ambulatory surgi-centers and outpatient surgery.

Prescriptions

Preferred Rx - 20% co-payment at any network pharmacy. Drugs purchased at non-network pharmacies are reimbursed at 50% of our allowance. Generics are required.

EMERGENCY AND URGENT CARE

Emergency Room

\$25 co-payment for treatment of a serious injury or the sudden and unexpected onset of a severe illness or accident that could cause a serious health risk or death if not treated immediately (co-payment waived if admitted).

Urgi-Centers
\$10 co-payment.

INPATIENT SERVICES

Hospitalization*
100% coverage. Unlimited days of care in a semiprivate room. Includes medical/surgical & maternity care. Skilled nursing facility when medically necessary.

Inpatient Rehab Facility
100% coverage limited to 45 days of care.

Organ Transplant*
100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, heart-lung, liver, pancreas, and small intestine transplants.

MENTAL HEALTH & SUBSTANCE ABUSE (MSHA)

Inpatient MH*
100% coverage for up to 45 days per calendar year (up to 90 days per admission for serious mental illness). No coverage without pre-authorization. 80% coverage at RI non-participating providers; 50% at out-of-area non-participating providers.

Outpatient MH*
\$15 co-payment per individual session/\$10 co-payment per group session; up to 20 visits per calendar year. No coverage without pre-authorization.

Inpatient SA*
100% coverage.
Detoxification - 3 admissions per year or 21 days, whichever comes first.

Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member. No coverage without pre-authorization. 80% coverage at RI non-participating providers; 50% at out-of-area non-participating providers.

Outpatient SA*
\$15 co-payment per individual session/\$10 per group session. Limited to 30 hours per patient, 20 hours for family members, per 12-month period. No coverage without pre-authorization. 80% coverage at RI non-participating providers; 50% at out-of-area non-participating providers.

ADDITIONAL SERVICES

Physical, Speech & Occupational Therapy – Outpatient
100% coverage in the outpatient hospital department following a hospital stay. 80% coverage in provider's office.

Chiropractic Care
\$10 co-payment – limited to 12 visits per calendar year.

Private Duty Nursing* & Ambulance
80% coverage. Includes private ground ambulance services and municipal ambulance services for non-residents. Does not cover air ambulance services or municipal ambulance services for residents.

Durable Medical Equipment
80% coverage. No dollar maximum.

Home & Hospice Care*
100% coverage if received as part of an approved home care program (in lieu of hospitalization). 80% coverage if not received as part of an approved home care program. Includes doctor, nurse, home health aide visits and home infusion therapy.

Dependent Coverage

Spouse and unmarried dependent children through the end of the year in which they turn age 19 (or age 23 if a full-time student).

CUSTOMER EDUCATION AND
INTERVENTION STRATEGIES

Programs

Blue Perks - This innovative program is built-in to HealthMate Coast-to-Coast and includes a pre-natal education program, healthy reminder letters and the Advantage Discount Program.