

**A G R E E M E N T**

**between**

**EAST PROVIDENCE EDUCATION  
ASSOCIATION**

**and**

**EAST PROVIDENCE SCHOOL  
COMMITTEE**

**For the Years**

**November 1, 2012 to October 31, 2017**

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**EAST PROVIDENCE SCHOOL COMMITTEE AND  
EAST PROVIDENCE EDUCATION ASSOCIATION  
STATEMENT OF PROFESSIONAL RELATIONS**

**PREAMBLE**

The School Committee of the City of East Providence and the East Providence Education Association do hereby agree that the welfare of the children of East Providence is of first consideration in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

**ARTICLE I  
RECOGNITION**

The School Committee of the City of East Providence, hereinafter referred to as the Committee, recognizes that teaching is a profession. The Committee recognizes the East Providence Education Association, hereinafter referred to as the Association, as sole representative of all regularly appointed certified teaching personnel employed, or to be employed, by the Committee with the exception of day-by-day substitutes.

The Association recognizes that the Committee, as the agent of the State of Rhode Island, and as the elected representatives of the City of East Providence, is the employer of the certified personnel of the East Providence School Department.

The purpose of this recognition is the mutual agreement that the parties will confer with regard to matters of common concern.

## **ARTICLE II** **PRINCIPLES**

### **2.1 Attaining Objectives**

Attainment of objectives of the educational program of the City requires mutual understanding and cooperation among the Committee, the Superintendent and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

### **2.2 Dues Or Fee Deduction**

All certified teaching personnel shall be given an opportunity to join the East Providence Education Association. Dues or fees shall be deducted from each check in the amount of one-twenty second (1/22) of the annual dues by the School Department if payment in full is not made by the Friday preceding the first pay in November. If a teacher terminates during the year, the balance of the dues or fees will be deducted from the last check.



## **2.3 Agency Fee**

All employees in the bargaining unit who are not members of the Association shall pay an agency fee to the Association. Non-members shall pay an agency fee to the Association in an amount certified annually by the East Providence Education Association and notice of such shall be given to the School Department by October 1<sup>st</sup>. The School Department will not be held liable for dues owed by the member.

The Committee agrees that payment of the agency fee shall constitute a condition of employment for all members of the bargaining unit who are not members of the East Providence Education Association. Members of the bargaining unit shall be notified of their obligation to pay dues or an agency fee to the Association. Each teacher who is not a member of the Association shall be given thirty (30) days to comply.

The Committee agrees to allow teachers who are not members of the Association to have their agency fees deducted from their bi-weekly checks in the same manner accorded Association members above.

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

Newly hired teachers shall be informed of their obligation to pay an agency fee to the Association and that this fee constitutes a

condition of employment, and shall be given thirty (30) days to comply with this requirement.

## **2.4 Certified Teaching Personnel**

It is recognized that teaching is a profession which requires specialized qualifications, and that the success of the educational program in the City depends upon the maximum utilization of the abilities of the teachers who are reasonably well satisfied with the hours, salary, working conditions and all other terms and conditions of professional employment.

The members of the East Providence Education Association feel that each member of his/her professional group should give as early notice as possible of his/her intent to leave the employ of the East Providence School Committee. The East Providence Education Association will encourage its members to comply with this ethical procedure.

No teacher will be reprimanded or reduced in rank without just cause.

## **2.5 Teacher Participation**

The Committee, Superintendent and the representatives of the Association shall meet for the purpose of negotiating and reaching mutually satisfactory agreements on salary, welfare provisions and working conditions.

## **ARTICLE III**

### **PROCEDURES**

Negotiations shall be conducted under the laws of the State of Rhode Island.

#### **3.1 Meetings**

Meetings composed of members of the Association, the Committee and the Superintendent shall be called upon written request of any one of the parties involved, namely: the Association, the Committee and the Superintendent of Schools. Requests for meetings should contain specific statements as to the reason for the requests.

#### **3.2 Directing Requests**

Requests from the Association shall be made to the School Committee through the Superintendent of Schools. Requests from the School Committee to the President of the Association shall be made through the Superintendent of Schools. A mutually convenient meeting shall be set within ten (10) days of the request.

#### **3.3 General Provisions**

The Committee shall make available to the Association upon request any information, statistics and records which are relevant

to negotiations, grievance or necessary for the proper and legitimate enforcement of the terms of the Agreement.

Three (3) copies of the itemized, annual budget shall be delivered to the President of the Association within ten (10) days after approval by the Committee but in no case later than ten (10) days prior to the public hearing.

The President shall be furnished with a copy of the agenda as presented to the press of all School Committee meetings and notices of all special meetings.

On the first and fifteenth of each month the President of the Association shall be sent two (2) copies of any and all vacancies that exist as of that date.

### **3.4 Agreement**

When the participants reach agreement, it will be reduced to a written, signed Contract and become part of the official minutes of the Committee and of the Association. The contract shall be printed as soon possible by a Union printer. The cost of the printing shall be shared equally by the School Committee and the Association. The Association will put the Contract out to bid and, if necessary, agrees to pay the difference between the low bid and the low Union bid.

No agreement shall discriminate against any member of the teaching staff because of membership or non-membership in any teacher organization.

Nothing in this Agreement shall be in violation of the provisions of the laws of the State of Rhode Island.

### **3.5 Conformity To Law And Saving Clause**

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.

## **ARTICLE IV SALARIES**

### **4.1 Salary Schedules**

Listed under Appendices, A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R.

## **4.2 Method Of Paying Salaries**

4.2.1 The basic salary schedule for certified personnel in the East Providence Public Schools shall be a single salary schedule that is equal pay for equal work. Pay checks shall be dated for the date that checks are distributed.

4.2.2 All certified personnel shall be engaged by the East Providence School Committee on a contractual basis.

## **4.3 Distribution**

At the option of the teacher, the contractual salary for all certified personnel for the regular school year shall be distributed according to one of the following methods:

1. Twenty-six (26) payments with twenty (20) checks, each to contain one-twenty-sixth ( $1/26$ ) of the contractual salary, and the twenty-first (21st) check containing six-twenty-sixth ( $6/26$ ).
2. Twenty (20) payments.

Teachers shall notify the Superintendent by June 30th of the pay method of their choice for the following school year, and such pay method shall remain in effect for the entire school year. Any new teacher hired after August 1st shall be placed on the twenty-six (26) check schedule for that year. All these payments shall be scheduled on an annually adopted calendar. All these checks,

or check stubs in the case of direct deposit, will be in envelopes. On the secondary level, checks/stubs will be distributed by the Principal, Vice Principal, Department Head, Coordinator or Principal's designee. On the elementary level, checks/stubs will be distributed by the Principal, Head Teacher or Principal's designee. Having been received in the building, pay checks/stubs will be distributed in a timely fashion.

Teachers shall be notified of changes in paychecks except for routine changes such as step increases, raises and items requested by the teacher. The payroll stub shall be updated to reflect all deductions and changes.

#### **4.4 [Intentionally Left Blank]**

#### **4.5 Payroll Deductions**

Certified personnel may elect to have the following deductions made from their salaries.

##### **4.5.1 Teachers' and Community Credit Union of East Providence**

##### **4.5.2 Life Insurance Premiums.**

##### **4.5.3 Dues**

Dues Payment or Agency Fee Payment to the East Providence Education Association.

#### **4.5.4 Tax Sheltered Annuities**

Deductions will be taken in equal amounts from each pay check and/or in total from the large paycheck in June. There must be a minimum of eight (8) members for an insurance company to be eligible to participate. Insurance companies with a minimum of five (5) members prior to November 1, 1983 will continue to be eligible. To the extent permitted by law and IRS regulations, teachers may elect to have deductions made from up to two (2) TSA companies simultaneously. Teachers may adjust their TSA deductions up to three (3) times in a calendar year.

#### **4.5.5 IRA**

Deductions will be taken in equal amounts from each paycheck and/or in total from the large pay check in June. There must be a minimum of eight (8) members for an insurance company, or bank, or licensed annuity company to be eligible to participate.

#### **4.5.6 Savings Bonds**

**4.5.7** All wage payments shall be paid to teachers by direct deposit.

### **4.6 Work Beyond The School Year**

4.6.1 Any teacher who is required to or mutually agrees to work beyond the one hundred eighty-three (183) days shall be paid a per diem rate of one hundred eighty-three (183) of his/her



gross salary. In the case of Department Heads and Coordinators, this payment will be for any days worked beyond one hundred eighty-four (184). It is understood that this payment would exclude those positions in Appendices C, D, E, G, H, I, M, N, P, Q and R. In addition, professional development and curriculum development are excluded as addressed in section 9.1

## **ARTICLE V**

### **HEALTH INSURANCE**

5.1 The Committee agrees to provide each regular employee covered by this Agreement with medical coverage on an individual or family basis as desired by the employee provided that the employee certifies that he or she cannot receive comparable insurance through the employee's spouse. Employees will be required to certify annually that the employee is not eligible to receive comparable insurance through the employee's spouse – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the employee premium copayment associated with the plan offered by the Committee, or that the spouse's plan design is substantially inferior to that offered by the Committee. In the event of a Major Life Event, as defined in COBRA, resulting in loss of all availability of alternate health or dental insurance, the employee shall be eligible for coverage under the school department group plan.

5.1.1 The Committee will provide the medical benefits summarized in Exhibit 2. The Committee agrees that it will not change the benefit summary without the approval of the Association.

5.1.2 Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee's prior year state W-2 gross wages; for employees employed by the Committee for less than one year, income amounts will be based on base wages):

<b>Income</b>	<b>Contribution</b>
Less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

5.1.3 Whenever the school committee is notified of a change in the health and/or dental premiums, a copy of the notice shall be provided to the EPEA president.

5.1.4 Effective June 30, 2013, the Committee may provide medical benefits through a high-deductible plan. If the Committee elects to do so, it will pay the difference in between the deductible described in Exhibit 2 and the high-deductible plan through a Health Reimbursement Account.

5.1.5 Effective November 1, 2012, health insurance will be paid by the Committee for all retiring members of the bargaining unit and their spouse for one year for family plans or two years for individual plans after retirement under the same terms as active employees. Retired members of the bargaining unit will be required to certify annually that he or she is not eligible to receive comparable insurance – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the premium copayment associated with the plan offered to the retired member by the Committee. In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the Committee will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of death.

## **5.2 Coverage**

Coverage for first year teachers shall begin on October 1<sup>st</sup> or the first day of the month following their employment. The termination date for teachers leaving the system for other than retirement will be August 31<sup>st</sup> of the year in which they leave the system, providing they complete that year's work.

### **5.3 Dental Insurance**

Dental Insurance will be provided under the same terms as health insurance with the same levels of employee contributions.

### **5.4 Alternative Health Insurance Provider**

The School Committee and the East Providence Education Association agree to pursue other options concerning medical insurance providers during the course of this agreement.

### **5.5 Death Benefit**

Upon the death of a member of the bargaining unit, the School Committee agrees to continue the health and dental coverage for the teacher's family for a period of twelve (12) months. Should the families receive health benefits equal to those being provided by the East Providence School Department, they agree to notify the East Providence School Department to stop the benefit. Should this situation change during the period of eligibility, the East Providence School Department agrees to reinstate said health protection.

### **5.6 Retirees**

Eligible retirees shall be entitled to receive health insurance and/or dental insurance benefits for one (1) year after retirement for family plans, or two (2) years for individual plans,

or until Medicare eligibility, whichever occurs earlier, on the same terms and under the same conditions as apply to active employees. Such retired teachers may, in addition to required contributions to their individual coverage pay the difference in cost between individual and family coverage in order to purchase family coverage during the period of their own eligibility for coverage. Failure to make any required contribution in advance of the month of coverage shall result in termination of coverage. This is not intended to apply to those who have already retired as of January 2, 2009.

## **5.7 Wellness**

The School Committee will provide a wellness benefit beginning on July 1, 2013 as described in Exhibit 1.

# **ARTICLE VI INSURANCE**

## **6.1 Group Life Insurance**

All members of the bargaining unit shall be entitled to fifty thousand dollars (\$50,000) worth of life insurance with premiums paid by the School Department. This insurance reduced to the amount of one-half the existing coverage, will be continued effective with this Agreement for teachers retiring after November 1, 1977, who have twenty (20) years or more experience in the East Providence School Department and have reached their fifty-

fifth (55th) birthday and shall terminate on the seventieth (70th) birthday of the teacher.

Teachers who retire before November 1, 1977 will still be covered in this area by the provisions in the Contract at the date of their retirement.

Further, all members of the bargaining unit shall have the option of paying for an additional nine thousand dollars (\$9,000) worth of life insurance to one hundred thousand dollars (\$100,000) worth of life insurance (subject to approval by company providing life insurance) on a payroll deduction plan. Individuals who have purchased lesser amounts of life insurance under previous contracts are grandfathered in those amounts. No individual may enter this program, or increase benefits, after reaching his/her sixtieth birthday. The President of the Association shall receive a yearly statement showing insurance dividends.

## **6.2 Liability Insurance Coverage**

Liability Insurance with limits of three million (\$3,000,000) including malpractice, products, teacher liability and corporal punishments shall be provided for all certified employees of the East Providence School Department.

## **ARTICLE VII**

### **SICK LEAVE**

#### **7.1 Illness**

7.1.1 Effective September 1, 2010, in case of personal illness all members of the bargaining unit shall be allowed fifteen (15) days per year with full pay, cumulative to a maximum of one hundred fifty (150) days. Said days for first year teachers shall be on a pro-rata basis for each month prior to November 1st.

7.1.1a The Association and the Committee recognize the importance of improving teacher attendance within the School System. Each teacher is expected to attend school on a regular basis and will be held accountable and responsible for maintaining an attendance record, which will ensure continuity of education for students. However, the Committee recognizes that a certain number of absences are unavoidable and will be provided for consistent with the Contract.

The Superintendent or his/her designee may require a physician's certification of illness regarding any illness of five (5) or more consecutive days. In cases of excessive or persistent absences due to illness, the Superintendent may require an employee to be examined by a physician selected by the Superintendent.

7.1.1b The School Department shall provide a statement of each teacher's accumulated sick leave, extended sick leave

and over extended sick leave by November 15<sup>th</sup> of each school year. Once the department has configured the AESOP absence recording system to track employees' accumulated sick leave of all forms, the Department may dispense with the requirement to provide the November 15 statement.

7.1.1c Teachers shall call in their intention to be absent due to illness by entering the absence into the AESOP tracking system through the Internet, or by calling AESOP, or as a last resort by calling the building principal's office, as soon as reasonably practicable, but in no event any later than 6:30 a.m. on the day the absence is to occur.

#### 7.1.2 **Sick Leave Bank**

Teachers appointed by the School Committee in East Providence who have prolonged illnesses that are medically certificated and filed with the Personnel Office may appeal to the Education Association for up to twenty-five (25) additional sick leave days which might be used after their accrued sick leave has been exhausted. Requests for up to another additional twenty-five (25) sick leave days may be made to the Superintendent of Schools and such days may be granted at the discretion of the Superintendent.

Teachers in the Education Association may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.



Teachers who wish to apply for use of the days from the Sick Leave Bank may do so by notifying the Personnel Office in writing through the President of the Association at least one (1) week before the recipient's own sick leave has been exhausted.

7.1.3 A teacher who is disabled due to pregnancy-related disability shall be covered by all provisions of this Contract, including but not limited to sick leave and insurance coverage. Furthermore, it is understood that the parties are bound by the EEOC guidelines in compliance with the 1978 Pregnancy Discrimination Act.

7.1.4 Up to five (5) days from accumulated sick leave per year may be used for illness in the immediate family. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws and any person living in the teacher's household.

7.1.5 At the end of the school year, members of the bargaining unit shall be compensated at the rate of forty-five dollars and nine cents (\$45.09); on 11/1/14 the per diem rate shall increase to forty-six dollars and sixty-eight cents (\$46.68) a day; on 11/1/15 plus CPI; on 11/1/16 plus CPI to a maximum of ten (10) days over their maximum accrual provided that they have not used more than three (3) days of sick leave in that year. This payment shall be made in addition to the payment made at retirement in accordance with paragraph 7.1.6 of this agreement.

7.1.6 Upon retirement, teachers shall be paid for unused days of eligible paid absence in accordance with the following formulae: (Eligible paid absence days shall include sick days for personal illness, sick days for family illness, and personal days.)

Two (2) days for every year after November 1, 2002 (including the 2002/2003 school year) in which the teacher used four (4) eligible paid absence days. Payment upon retirement for these two (2) days shall be at the rate of fifty-six dollars and thirty-seven cents (\$56.37) per day. Maximum compensation for these days shall not exceed forty percent (40%) of the teacher's accumulated regular sick days.

Four (4) days for every year after November 1, 2002 (including the 2002/2003 school year) in which the teacher used three (3), two (2), or one (1) eligible paid absence days. Payment upon retirement for these two (2) days shall be at the rate of fifty-six dollars and thirty-seven cents (\$56.37) per day. Maximum compensation for these days shall not exceed forty percent (40%) of the teacher's accumulated regular sick days.

Ten (10) days for every year after November 1, 2002 (including the 2002/2003 school year) in which the teacher used zero (0) eligible paid absence days. Payment upon retirement for these two (2) days shall be at the rate of fifty-six dollars and thirty-seven cents (\$56.37) per day. Maximum compensation for these days shall not exceed forty percent (40%) of the teacher's accumulated regular sick days.

The maximum payout for sick time upon retirement shall be Five Thousand Dollars (\$5,000).

## **7.2 Injury**

7.2.1 Written accident reports must be completed and filed with the Superintendent by members of the bargaining unit within forty-eight (48) hours. The Superintendent must be informed immediately by phone of any accidents as soon as possible after the accident occurs.

7.2.2 When sick leave occurs as a result of an on-the-job injury, and not the result of a teacher's negligence, the injured shall receive full pay not to exceed fifteen (15) consecutive calendar months (excluding summer vacation) and the period of time for which the person is absent from his/her duties as a result of such on-the-job injury shall not be deducted from accumulated sick leave. There shall be a monthly written follow up medical status report submitted to the Superintendent, who may require that the employee be examined by a physician of the Superintendent's choosing.

The School Committee shall have the right to have the teacher examined by a physician designated by the School Committee and this physician shall consult with the teacher's physician for the purpose of establishing the length of time the teacher will be absent from his or her duties. In the event of dissenting medical opinions, the School Committee's physician's findings shall prevail. However, the teacher's personal physician's opinion

shall be recorded and attached to the report.

7.2.3 On-the-job injury shall be defined as any injury occurring on and off school premises while on school business.

### **7.3 Extended Sick Leave**

Extended sick leave, with full pay shall be allowed to all regularly employed members of the bargaining unit during a period of long or serious illness in accordance with the following stipulations and schedules:

7.3.1 For teachers from the beginning of the first (1st) year to the end of the tenth (10th) year of service - ten (10) days extended leave.

7.3.2 For teachers from the beginning of the eleventh (11th) year to the end of the twentieth (20th) year of service - twenty (20) days extended leave.

7.3.3 For teachers with over twenty (20) years of service - thirty (30) days extended leave.

7.3.4 Extended sick leave is granted only after the expiration of all accumulated regular sick leave or after the first ten (10) days of an illness period, whichever is the longer period, but in no case will extended sick leave commence before the eleventh (11th) day of any period of illness.

7.3.5 Unexpended extended sick leave remains credited to a teacher after any portion has been used up in an illness period, to accumulate beyond that point with the addition of one (1) day for each year of additional service to a total not to exceed the limits imposed by Sections 1 through 3 above.

### **7.3.6 Over Extended Sick Leave**

Each regularly employed teacher shall receive one (1) day of extended sick leave for every five (5) days of regular sick leave not used each year (for a maximum of four (4) days per year) [five (5) for those teachers so entitled] for a maximum of twenty (20) years, these days to be computed retroactively to the beginning of employment in East Providence. Over Extended Sick Time will not be available for those hired after January 1, 2013.

7.3.7 Certification of illness by a physician shall be required in all cases in which extended sick leave is granted.

7.3.8 In extreme cases of protracted illness extending beyond all of the above allowances, additional time may be allowed at the discretion of the School Committee.

## **ARTICLE VIII** **LEAVES OF ABSENCE**

Teachers should notify the Superintendent or his/her designee

as soon as practical when they foresee being on leave for an extended period of time.

## **8.1 Bereavement Leaves**

8.1.1 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, spouse, brother, sister, son, daughter, in-laws, grandchild and any person living in the teacher's household. If bereavement leave occurs just prior to an extended school closing (five [5] week days or more) the leave shall terminate on the last day of school prior to said closing.

8.1.2 A teacher shall be granted leave with full pay for three (3) days for grandparents by blood or in-law.

8.1.3 For other relatives, by blood or in-law (uncles, aunts, nephews, nieces, first cousins), the teacher shall be allowed the day or such part of that day as may be necessary to attend the funeral without loss of pay.

8.1.4 In emergency, additional days may be granted at the discretion of the Superintendent of Schools.

8.1.5 The Association may send its President or his/her designee to the funeral of any member's immediate family without loss of pay. The Principal of his/her building shall arrange coverage without the hiring of a substitute.

8.1.6 In the event of a death of a teacher, that school shall be closed for the funeral and the day will be made up. The President, or his/her designee, may be released to attend the funeral service of a retired teacher.

8.1.7 A teacher who works less than a full day will be granted the same number of days listed in the stated bereavement leaves for the number of hours he/she is regularly scheduled to work.

## **8.2 Quarantine**

When a teacher is subject to quarantine by order of the Health Department, such person shall receive full pay during the period of quarantine, and this period of time which the person is absent from his/her duties as a result of such quarantine shall not be deducted from his/her accumulated sick leave.

## **8.3 Jury Duty**

In all cases where teachers are called to jury duty, they shall be encouraged to serve, and the difference between their pay and their teacher's salary shall be paid to them. This shall be accomplished by the teacher receiving full pay from the school department and relinquishing all jury duty pay to the school department.

## **8.4 Absence Without Pay**

In case of absence without pay, a deduction shall be made on one hundred eighty-three (1/183) of the annual gross salary of the

absentee for each school day of absence.

## 8.5 **Sabbatical Leave**

After completion of at least six (6) years of teaching service in the City of East Providence Public Schools, a regularly employed teacher may, upon request, and approved by the Superintendent, be granted one (1) year leave of absence to pursue a full time program of advanced study at a recognized college or university at one-half (1/2) of the salary that he/she would normally receive including the current increment. A teacher with ten (10) years of service in East Providence, when granted sabbatical leave, will receive two-thirds (2/3) of the salary he/she would normally receive including the current increment. A teacher may be granted permission for one-half (1/2) year leave of absence under the same conditions at one-quarter (1/4) of his/her annual salary. Requests for sabbatical leaves shall be filed with the Superintendent no later than October 1st of the year preceding such leave. Sabbatical leaves can be approved only if the requested leave relates to advanced work being done in the discipline area of the teacher requesting said leave or in allied areas that may enhance the teacher's educational career. For the purpose of placement on the salary schedule only this leave of absence would be considered a year or a half (1/2) year of teacher service. The teacher shall agree to return to employment in the East Providence School System for the full year following the expiration of the sabbatical leave. For this purpose a signed agreement shall be used. Life Insurance and health care coverage shall be continued for teachers on sabbatical leave. Teachers approved for a sabbatical leave will be notified



by February 1st of their approval for the following school year. The President of the Association shall be relieved of all his/her non-teaching duties to take care of Association business. In addition, the President shall be provided the equivalent of two (2) full days per week at no loss in salary or benefits and the Association agrees to pay one-half (1/2) of the cost. Meaning that the School Department pays for one day and the Association pays for one day.

## **8.6 Legal Proceedings**

In cases in which teachers are compelled, or requested by the School Department to appear before a court or grand jury to testify on behalf of the school department in which they are neither the petitioner nor the defendant, they shall be paid the difference between the witness fee and the normal salary for the period of absence. This shall be accomplished by the teacher receiving full pay from the School Department and relinquishing all witness fees to the School Department. Teachers shall be granted a temporary leave of absence with full pay for the time necessary for such appearances in legal proceedings.

## **8.7 Personal Leave**

8.7.1 Each member of the professional staff shall be allowed two (2) days of absence each school year for personal reasons without loss of pay. Such leave shall not be allowed the day preceding or the day following a holiday or vacation period or

during the last two (2) weeks of school nor shall such leave be allowed by the Superintendent of Schools if said leave were to cause school(s) to be shut down. However, a personal day may be taken the day preceding or the day following a holiday or vacation period or during the last two (2) weeks for personal business which cannot be conducted at any other time. In applying for personal leave on the day preceding or the day following a holiday or vacation period or during the last two (2) weeks of school, the teacher must state the nature of the personal business to be conducted on that day. This exception will include the right of teachers to attend graduation of members of their immediate family.

8.7.2 Members of the bargaining unit who do not use any personal days shall be compensated at forty-four dollars and eighty-five cents (\$44.85); on 11/1/14 the per diem rate shall increase to forty-five dollars and fifty-two cents (\$45.52) a day; on 11/1/15 plus CPI; on 11/1/16 plus CPI. This payment would replace consideration at retirement.

## **8.8 Military Leave**

Should a teacher be called for military reserve on dates not chosen by him/her during the school year, he/she shall be granted up to two (2) weeks leave of absence. He/she shall be paid the difference between his/her teaching salary and the base military pay received by him/her for such service performed on school days, provided that the base military pay is less than the teaching pay for the days in question.

## **8.9 Jewish Holidays**

Members of the Jewish Faith may absent themselves from school on Rosh Hashanah and Yom Kippur for the number of days required for purposes of religious observance at no loss of pay.

## **8.10 Professional Leave**

Teachers, may upon approval of the Superintendent, be granted the opportunities for professional visitation, attendance at workshops, in-service courses, conferences, or other professional growth activities.

8.10.1 The School Committee agrees to establish a pool of professional leave days per school in accordance with the size of the school. Teachers shall be granted two (2) professional leave days per year for every ten (10) teachers or a portion thereof in the school of their assignment. The determination of the particular teacher(s) taking advantage of this opportunity on an equitable and rotating basis shall be made by the Association's Building Representative and the School Principal. Professional leave shall be defined as attendance at conferences or workshops, or any other professional meetings sponsored by an affiliate of the professional organization directly related to one's subject matter. The teacher must submit a written notice signed by both the Association's Building Representative and the School Principal to the Director of Human Resources in advance of such leave. Except in exigent circumstances, a fourteen (14) day notice shall be given.

### **8.10.1a Professional Leave Fund**

The School Committee agrees to establish a fund for the purposes of funding teachers for travel, registration, or other costs incurred as a result of attending professional conferences for pool days only. Said fund will be administered in a fair and impartial manner. Five hundred dollars (\$500.00) per month for ten (10) months, up to fifty dollars (\$50.00) per teacher will be funded by the School Committee. Monies not used in any given month may be carried over in the succeeding month. An Annual Report of said monies shall be made to the President of East Providence Education Association.

### **8.10.1b Procedures**

1. The teacher will apply for professional leave days through the Human Resources Department. At the time of application for professional leave days, the teacher must request reimbursement. The same professional leave form should be used and continues to be available in all buildings.
2. The teacher will receive a copy, approved by the Superintendent of Schools, or his/her designee of the professional leave form from the Human Resources Office, along with instructions for the reimbursement procedures.
3. After attendance at the conference, the teacher will submit to the Business Office receipts and/or canceled checks for payment of conference fees.

4. Receipts and/or canceled checks must be in the Business Office not later than the fifteenth (15th) day of the month following the conference.

5. For each calendar month, the Business Office will establish a file for all submitted receipts.

6. Pursuant to the Contract, the monthly allocation will be divided equally among those who have completed the above process. In no case, will a teacher receive more than fifty dollars (\$50.00), or more than the actual cost of the conference fees.

8.10.1c The School Committee agrees to establish a pool of eight (8) professional leave days for Association business. The determination of the particular teacher(s) taking advantage of this opportunity on an equitable and rotating basis shall be made by the Association President and the Superintendent. The teacher must submit a written notice signed by both the Association President and the School Principal to the Assistant Superintendent for Human Resources in advance of such leave. The Association agrees to pay for the substitute.

## **8.11 Adoption Leave**

Members of the bargaining unit who adopt a minor child during the school year shall be granted a leave of absence in accordance with state and federal law.

## **8.12 Leave Without Pay**

All requests for leave without pay will be applied for, and granted or denied, in writing. All leaves of absence in this section, except for those requested pursuant to the Family and Medical Leave Act, will be for no less and no more than one (1) year at a time when requested prior to the beginning of a school year. Leaves requested after the school year starts, except for those requested pursuant to the Family and Medical Leave Act will be for the remainder of the year. Starting in September 2000, seniority shall not accrue on full-year leaves without pay. Requests may be made for the following:

### **8.12.1 Peace Corps and Vista**

Peace Corps and Vista leave will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years. Upon return from such leaves, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Peace Corps and Vista leave is for one (1) year at a time and the teacher must renew his/her leave for the additional year.

### **8.12.2 Sick Leave**

A leave of up to one (1) year, without pay or increment, will be granted for the purpose of caring for a sick member of the

teacher's immediate family and such leave may be extended for one (1) year. A teacher who is granted a leave of absence for this purpose shall be afforded the opportunity to continue in the group health insurance plan by paying the full cost of premiums monthly, in advance, and may continue life insurance in force by paying the full cost of premiums monthly in advance.

### **8.12.3 Extended Personal Illness**

Any teacher whose personal illness extends beyond accumulated sick leave will be granted a leave of absence for the remainder of the year without pay or increment and such leave should be accompanied by a statement from a regularly licensed physician that such leave is necessary. Upon request, it shall be renewed for an additional one (1) year. Upon return from such leave, a teacher will be assigned to the same position following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position, if available, or if not, a substantially equivalent position. A teacher shall have health insurance as defined in Article V and life insurance coverage continued while on leave.

### **8.12.4 Public Office**

Regularly appointed teachers who have completed three (3) years continued service shall be granted a leave of absence of up to one (1) year without pay or increment in order to run for public office. Such leave shall be extended for one (1) year.

### **8.12.5 Parental Leave**

Parental leave is designed for teachers to care for family members and is not meant as a mechanism to pursue other employment. Parental leave without pay shall be granted to employees for the remainder of the year upon application to the Superintendent. Upon request, it shall be renewed for up to two (2) additional years. Returning employees shall be restored to the position they held at the time such leave commenced, following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position if available, or if not, a substantially equivalent position. All employees on parental leave shall be afforded the opportunity to pay for their comprehensive medical coverage, as defined in Article V and group life insurance at the current group rate applicable to all other employees.

### **8.12.6 Extended Personal Leave**

Extended personal leave, without pay, shall be granted to teachers who have completed six (6) years of service in East Providence for the remainder of the year upon application to the Superintendent. Upon request, it shall be renewed for up to two (2) additional years. Returning employees shall be restored to the position they held at the time such leave commenced, following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position if available, or if not, a substantially equivalent position.



All employees on extended personal leave shall be afforded the opportunity to pay for their comprehensive medical coverage, as defined in Article V and group life insurance at the current group rate applicable to all other employees.

### **8.13 Return From Leaves**

All teachers on leave under this Contract shall notify the Superintendent of Schools in writing no later than February 1st that they intend to return to their position in September. Failure to do so would result in the forfeiture of their rights as outlined in the applicable section of this Contract.

8.13.1 Teachers returning from unpaid leave who notify the Superintendent of their return by February 1st will be reinstated to the Health Plan, if eligible, for the summer months. Said teachers who do not in fact return in September will be obligated to reimburse the School Department for the cost of their summer health coverage.

### **8.14 Other Educational Leave**

Other Educational Leave taken pursuant to School Department representation may exceed the leave restrictions of this agreement with the written approval of the Superintendent. Said approval shall not be unreasonably denied and shall be applied equitably.

**ARTICLE IX**  
**WORKING CONDITIONS**

**9.1 Length of School Year**

9.1.1 The work year of teachers will begin no earlier than the first Tuesday after Labor Day and shall terminate not later than June 30th and shall be no more than one hundred eighty-three (183) days for all returning teachers including the day before school opens which shall be used for the purpose of attending faculty and departmental meetings and for general preparation. The work year for Guidance Counselors at the Vocational Education facility shall be one hundred ninety-seven (197) days per year including fourteen (14) days/per diem of gross salary.

The Superintendent shall have the discretion to schedule additional professional development and/or curriculum development beyond the school year. Said days shall be voluntary. Any teacher who volunteers for said professional development and/or curriculum development shall be compensated at thirty-nine dollars and forty-six cents (\$39.46) per hour.

9.1.2 New teachers may be required to attend orientation meetings prior to the opening of schools as planned by the Superintendent of Schools. Department Heads and Coordinators shall also be required to be present on the Friday before school opens.

### **9.1.3 Guidance**

All guidance personnel in the Middle Schools will work at their per diem rate two (2) days before all other teachers report and two (2) days after school closes for the purpose of scheduling and reports.

All guidance personnel in the Senior High will work at their per diem rate three (3) days before all other teachers report and two (2) days after school closes for the purpose of scheduling and reports.

**NOTE:** (These days may be shifted as long as the TOTAL number of days do not exceed the above totals.)

The work year for the Director and/or Coordinator of Guidance shall be in accordance with the past practice.

### **9.2 Length of School Day**

9.2.1 Teachers will have a workday of not longer than six and three-quarters ( $6 \frac{3}{4}$ ) consecutive hours per day. (In the elementary schools, the school day for teachers will be six and one-half ( $6 \frac{1}{2}$ ) hours and an average of one (1) hour and fifteen (15) minutes every other week will be devoted to common planning time or professional development, scheduled by the building administrator in consultation with the faculty before the start of the student day.) The scheduling of common planning time shall

be decided by each elementary school by a majority vote of the teachers. Common planning time may not be used for faculty meetings; it may be used for professional development not more than once per month.

The workday will include ten (10) minutes before the starting time of the student and will end fifteen (15) minutes after the dismissal time of the student.

The starting and ending times for each school will be fixed by the Superintendent in order to accommodate the student day, the teachers' day and economical bus scheduling. No teacher's workday shall commence earlier than 7:00 a.m.

9.2.2 The Association recognizes that a teacher's responsibility may necessitate remaining after the official closing of the school day as long as is reasonable to fulfill obligations relating to special help for students.

9.2.3 Teachers will not be required to sign a late sheet that accumulates attendance beyond five (5) school days.

### **9.3 Meetings**

9.3.1 Teachers agree to attend two (2) evening meetings per school year for the purpose of parent conferences. The first meeting should be preferably at the end of the first term and the second preferably in the third term. Said meetings shall not

exceed two (2) hours. When a teacher is assigned to teach classes in two (2) or more different schools, the teacher agrees to attend meetings in each school. However, the total meeting time shall not exceed two (2) hours.

9.3.2 Teachers shall not be required to attend more than fifteen (15) after school meetings in a year, of which no more than three (3) shall be scheduled in a month, for principal's meetings, or meetings called by the department chairman/coordinator, vice principal through the principal, or the Central Office Staff. Teachers shall be informed at least five (5) days in advance of any after-school meeting, except in cases of emergency. Said meetings to be approximately one (1) hour in length. Additional meetings shall be held on a voluntary basis. Teachers will be available for individual parent conferences at a time mutually established by the teacher and the parent.

### **9.3.3 Professional Development**

Prior to the end of each school year, the President of the Association will meet with the Superintendent or his designee together with the Curriculum Advisory Committee to provide input in planning for curriculum development and planning work. There shall be a Professional Development Committee made up of teachers and administrators (3 to 1 ratio of teachers to administrators with each of the parties appointing its respective members) to develop and plan curriculum development and professional growth. Included in this training shall be information and training on site based decision making.

### **9.3.4 Superintendent's Meetings**

Teachers may be required to attend two (2) additional after school meeting each year of the Contract called by the Superintendent. Teachers shall be informed at least five (5) days in advance of such after-school meeting, except in cases of emergency. Said meeting shall be approximately one (1) hour in length.

### **9.4 Lunch Period**

Teachers shall have an uninterrupted duty-free lunch period of twenty-five (25) minutes. Teachers shall take their lunch period either on or off school premises provided, however, teachers shall notify the school office when they leave the school premises and when they return.

### **9.5 Preparation Periods**

**9.5.1 Senior High School** - The teaching schedule at the Senior High School shall include a minimum of six (6) preparation periods per teacher per week.

Whenever there is a departmental double preparation period at East Providence High School, the teachers shall be free to engage in collaborative curriculum work.

**Middle Schools** - The teaching schedule at Martin and Riverside shall include a minimum of an average of one preparation period per teacher per day.

9.5.1b Preparation periods are defined as cumulative time. For each education level, principals may schedule preparation periods on days, at times, and for durations of their choice so long as the teacher received the total preparation time each week that this agreement calls for.

**9.5.2 Elementary** - The School Committee agrees to improve the distribution of planning time for classroom teachers in elementary schools. The fifteen (15) minutes before and after school shall be considered as principal time and not a part of planning time. The following shall be considered as planning time:

9.5.2a The time when Special Subject Teachers (art, music, physical education and librarians) are conducting classes and recess time.

9.5.2b The School Committee guarantees a minimum of two hundred twenty-five minutes of planning time per week each calendar week of school including recess time.

9.5.2c For the purpose of this section, Special Subject Teachers (formerly called itinerant teachers) in the elementary schools, that is, library science, music, physical education and art, shall be treated as a separate classification. They shall be guaranteed a minimum of two hundred twenty-five (225) minutes of planning time per week including principal time.

9.5.3 Preparation time for kindergarten teachers shall be in accordance with that listed below. It is understood that principal time shall not be a part of preparation time. The official school day for students in the elementary schools will begin as determined by the Superintendent each school year between 7:30 a.m. and 9:00 a.m.

**Note:** All times listed in the following Kindergarten schedules are only examples and not mandated starting times.

### **Example of School Day in Elementary Schools**

1. Assume the single session of the official school day for the students in the elementary schools in the East Providence School System begin at 8:45 A.M. and concludes at 2:45 P.M.
2. Children shall be allowed to enter the classrooms at 8:40 A.M. for preparatory activities under teacher supervision.
3. Teachers shall report for duty in preparation for the school day not later than 8:30 A.M. for the morning session.
4. Teachers shall remain in their classrooms and be available for student help until 3:00 P.M.
5. Physical education classes shall be held for one hundred (100) minutes each week in Grades 1 through 5.
6. There shall be a recess period for students in Grades 1



through 5 of fifteen (15) minutes which shall consist of supervised activities.

7. Kindergarten sessions shall be from 8:45 A.M. to 11:15 A.M. for the morning session and 12:15 P.M. to 2:45 P.M. for the afternoon session. Students may enter their classrooms at 8:40 A.M. for preparatory activities under teacher supervision in the morning session and at 12:10 P.M. for preparatory activities under teacher supervision in the afternoon session.

8. Kindergarten classes shall have one (1) break per session of supervised physical activities. This break may take the form of either a recess period or a physical education period. In either case these shall be supervised activities.

9. During period of inclement weather Kindergarten children shall be allowed to enter their classrooms at 8:30 A.M or 12 noon in the case of afternoon sessions.

**EXAMPLE OF KINDERGARTEN SCHEDULE FOR SCHOOLS  
WITH A.M. P.M. SESSIONS AND ONE TEACHER**

8:30 - 8:45 A.M.	- Principal Time
8:40	- Pupils enter classroom under teacher supervision
8:45 - 11:15	- A.M. Session
11:15 - 11:50	- Preparation Time

11:50 - 12:15	- Lunch
12:10	- Pupils enter classroom
under supervision of aide	
12:15 - 2:45	- Afternoon Session
2:45 - 3:00	- Principal Time

**NOTE:** During a five (5) day work week:

1. Teachers will receive the services of a Special Subject Teacher for twenty (20) minutes on three (3) days of the week for either the A.M. or P.M. session on alternate weeks.
2. Pupils, both A.M. and P.M. sessions, will have supervised physical education every day of the week, except when the physical education Special Subject Teacher has provided services to that particular session.

### Preparation Time

33 consecutive minutes x 5 days per week = 165 minutes

Itinerant Services - 20 minutes x 3 days = 60 minutes

Total Preparation Time = 225 minutes

**EXAMPLE OF SCHEDULE FOR**  
**HALF-DAY KINDERGARTEN TEACHERS**

8:30 - 8:45 A.M. - Principal Time

8:40 - Pupils enter classroom  
under teacher supervision

8:45 - 11:15 - A.M. Session

11:15 - 11:30 - Preparation Time

11:30 - 11:45 - Principal Time

**NOTE:**

1. Teachers will receive services of Special Subject Teachers for fifty (50) minutes per week.

2. Preparation Time:

a. 15 minutes x 5 days per week = 75 minutes

b. other preparation time (Special Subject Teachers) per week = 50 minutes

Total Preparation Time = 125 minutes

(The above provisions would go into effect in September 1983.)

**EXAMPLE OF SCHEDULE FOR KINDERGARTEN**  
**TEACHERS WITH TWO SCHOOLS**

8:30 - 8:45 A.M. - Principal Time

8:40 - Pupils enter classroom

Under teacher supervision

8:45 - 11:15 - A.M. Session

11:15 - 11:40 - Lunch

11:40 - 12:00 - Travel Time

12:00 - 12:10 - Preparation Time

12:10 - Pupils enter classroom

Under supervision of aide

12:15 - 2:45 - Afternoon Session

2:45 - 3:00 - Principal Time

**NOTE:**

1. Teachers will receive the services of a Special Subject Teacher for twenty (20) minutes three (3) times a week for both sessions.

2. These services combined with those of supervisory aides will provide a minimum of thirty-five (35) consecutive minutes of preparation time on four (4) different days of the calendar week.

### 3. Preparation Time

a. 35 consecutive minutes x 4 days per week = 140 minutes

b. Other preparation time

(Special Subject Teachers & aides) per week = 85 minutes

c. 12:00-12:10 P.M. - 10 minutes x 5 days = 50 minutes

Total Preparation Time = 275 minutes

4. Travel Time - 20 minutes x 5 days = 100 minutes

Total = 375 minutes

(The above provisions would go into effect in September of 1983.)

9.5.4 Elementary teachers shall be released immediately or may voluntarily remain upon arrival of Special Subject Teachers in physical education, art, music and library science. The Committee recognizes the importance of Special Subject Teachers in the elementary grades, including Kindergarten classes. The Committee agrees to provide as many Special Subject Teachers as necessary to ensure that the Special Subject Teachers visit every classroom. Substitutes shall be provided for absent Special Subject Teachers.

9.5.5 Collaborating teachers shall have their preparation periods scheduled at the same time whenever possible.

## **9.6 Subject Areas and Preparations**

Secondary teachers will not be required to teach more than two (2) different subject areas nor more than four (4) different preparations within a given school day. It further intends to make every effort to provide secondary teachers with schedules which will not require them to teach more than two (2) different subject areas nor more than three (3) different preparations in a given day with the exception of Special Education, Resource or Bilingual/ESL teachers.

## **9.7 Relief From Non-Teaching Tasks**

A committee will be established to study the lunchroom, homeroom and corridor duties.

The Committee and the Association accept as a goal the most objective utilization of teacher time. To this end, they agree as follows:

9.7.1 Except for nurse-teachers, special education teachers, physical education teachers and other personnel with professional responsibilities directly related to health services, teachers shall not be required to assist in the administration thereof.

9.7.2 Except in cases of emergency, teachers shall not be required to perform the following non-professional duties. However, they will retain the responsibility in an on-call capacity.

9.7.2a Supervision of playgrounds and lunchrooms (applies to elementary teachers only).

9.7.2b Calculation of monthly and year-end attendance reports (teachers K-12).

## **9.8 Detention**

Teachers agree to handle the detention of students committing offenses within their own classes. Teachers shall not be required to supervise detention in classes which are held for violators of School Committee Policy.

## **9.9 Substitute Policy**

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

In the case that substitutes cannot be obtained at the secondary level and teachers are assigned to cover the class of an absent colleague, they shall be compensated as follows:

Teachers assigned to cover during preparation periods shall be compensated at-thirty-eight dollars and thirty-three cents (\$38.33) per coverage.

Teachers assigned to cover during any other non-teaching period, including tutorial instruction, shall be compensated at the rate of thirty-six dollars and seven cents (\$36.07) for each cover after ten (10) covers.

In the case of an absent elementary classroom teacher and no substitute is provided, students may be assigned to other classroom teachers. One hundred forty-six dollars and fifty-five cents (\$146.55) shall be divided equally among the teachers after three (3) such coverages. Assignments of students shall be on an equitable basis. It is understood that the intent of this language is to apply only in the case of an absent elementary, self-contained classroom teacher.

Any teacher who assumes the class of an absent colleague on a regular and continuing basis shall be compensated at fifty dollars and seventy-three cents (\$50.73) per class after five (5) school days retroactive to the first day.

### **9.10 Class Size**

The East Providence School Committee agrees with the East Providence Education Association that a class size of twenty-eight (28) pupils, (except in the elementary schools where the limit will be twenty-five (25), shall be the maximum. In this regard the Committee shall keep the class size as low as is administratively possible within the limits of the physical plant, the budget requirements and the educational policy priorities established by the Committee in allocating its resources.

Caseloads for Occupational Therapists, Physical Therapists and Speech Pathologists shall remain consistent with state maximums. The maximum student population served by Social Workers and Psychologists shall not exceed state maximums.



## **9.10.1 Class Size Exception**

### **1. Compensation for classrooms and Students over the class size limits:**

Secondary – Teachers whose instructional classes, with the exception of physical education, chorus and band, exceed contractual limits of twenty-eight (28) students shall be compensated at the rate of two dollars and twenty-five cents (\$2.25) per day, per class, per student.

Elementary – Teachers would be compensated at the rate of twenty dollars and twenty-nine cents (\$20.29) for the entire day depending on the time the teacher actually spends with the student(s). This would be divided amongst the regular and Special Subject Teachers, (formerly called Itinerants), of the twenty-sixth (26<sup>th</sup>) student. Inclusion through mainstreaming of special needs students in a class to bring the total number of students above 25 will be calculated for the actual class period or time the twenty-sixth (26<sup>th</sup>) student is placed in the class.

### **2. High School Physical Education classes**

A desirable class size of thirty-two (32) students per teacher be established with a maximum of thirty-five (35) where necessary. A teacher student ration of 1:35 will be the maximum number of students in a particular period. If a teacher wishes to voluntarily exceed the limit of thirty-five students, the teacher will state in writing his/her desire to do so. Such a statement shall be non-binding in future classes.

### 3. Collaborative Classes

With the agreement of the administration and the teacher, teachers may exceed twenty-eight (28) students without additional compensation. The teacher will state in writing his/her desire to do so. Such a statement shall be non-binding for future classes.

### 4. Homeroom

Elementary and Middle School – Homerooms shall not exceed class limits set forth in 9.10 and 9.10.1 above.

## **9.11 Special Education**

9.11.1 Whenever it is decided by the multidisciplinary team that a student in a special education class should be transferred to a regular class, a conference shall be held at the earliest possible day (whenever possible this shall take place prior to the student's assignment) with the regular classroom teacher and all other resource personnel present.

9.11.2 Resource teachers shall be guaranteed a minimum of two (2) hours per week for testing. This will be in addition to guaranteed preparation time.

9.11.3 The Committee agrees to provide substitutes for special education aides when they are absent.

9.11.4. Classroom teachers who are required by the administration to attend IEP conferences which are scheduled during his/her class teaching time shall be relieved of his/her duties for the time he/she participates in the conference.

## **9.12 Assignment of Classes**

9.12.1 Each teacher in the East Providence School System will be provided a class list on the opening day of school (for each class in the secondary schools) and will be notified, in writing, of any change made in the students' schedule thereafter.

9.12.2 The Committee agrees to encourage principals to make as equitable distribution as possible of class assignments according to ability.

9.12.3 At the secondary level, each teacher will receive a copy of his/her tentative subject preparations for the next school year by July 15<sup>th</sup>. Each teacher will receive a copy of his/her teaching schedule by August 15<sup>th</sup>. Included in the schedule will be the specific courses and levels, unless an unforeseen event occurs which makes this impossible. Additionally, teachers should be informed of the member(s) of their potential teaching team.

9.12.4 Before class assignments are made for pupils in the elementary schools for the next school year, teachers should be included in the decision-making process.

9.12.5 Special Subject Teachers (formerly called Itinerants) shall not be required to teach in more than two (2) different buildings per day.

Secondary teachers shall not be required to teach in more than three (3) different classrooms per day.

### **9.13 Teaching Facilities**

9.13.1 Each school shall have sufficient space for the storage of instructional materials and supplies.

9.13.2 Each school shall have well-lighted, well-ventilated and clean faculty rest rooms with chairs and tables. Workrooms with adequate chairs and tables will be provided in each school where space permits. These faculty areas shall not be used for instruction but will be available at all times during the regular school day for all teachers' use. Each school shall have a clean, fully equipped, well-ventilated lavatory which insures privacy for teachers.

9.13.3 Each classroom shall be well lighted, well ventilated and well heated.

## **9.14 Field Trips**

The Committee and the Association recognize the significance of field trips for students of all grades. The Committee will make every effort within budget limitations to provide funds for the sole purpose of providing students (K-12) with field trip opportunities in accordance with the guidelines developed by the School Department.

## **9.15 Communications**

9.15.1 The Committee shall permit the Association to use the regular mail run for business of the East Providence Education Association.

9.15.2 The school phone may be used for emergency reasons.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE EAST PROVIDENCE EDUCATION  
ASSOCIATION/NEARI/NEA AND THE EAST  
PROVIDENCE SCHOOL COMMITTEE**

This Agreement is made and entered into on this 28th day of October, 2013, by the East Providence Education Association (EPEA), and the East Providence School Committee.

The parties agree to the following changes to the educator evaluation system under Section 9.16 of the Collective Bargaining Agreement:

**9.16 EDUCATOR EVALUATION**

9.16.1 The educator's evaluation in East Providence will be the full implementation of the RIDE Rhode Island Model Teacher Evaluation and Support System and the RIDE Rhode Island Support Personnel Evaluation System. The School Committee will abide by the Rules and Regulations of the Rhode Island Board of Education, including the Basic Education Program Regulations. All monitoring or observations of the performance of an educator will be conducted openly, and with the full knowledge of the educator. All relevant policies will be clearly detailed and widely disseminated.

\*This is an update and not part of the ratified agreement: Any language in the MOA on evaluations in conflict with RIGL §16-12-11 is superseded by the statute.

9.16.2 Any alteration to the East Providence implementation of the RIDE model will be mutually agreed upon unless mandated by RIDE.

9.16.3 A District Evaluation Committee shall be formed consisting of fifteen (15) members. Seven (7) members and one (1) alternate shall be appointed by the Superintendent and eight (8) members and one (1) alternate shall be appointed by the EPEA President. The Committee's charge shall be to oversee and assess the implementation of educator evaluation and ensure that the system is valid and effective. At the conclusion of each school year, the District Evaluation Committee will review the process and make recommendations to the Superintendent. Each member of the District Evaluation Committee must be trained in the RIDE evaluation system.

9.16.4 (A) The educator's primary and complementary evaluator will be determined and disseminated prior to the beginning of the year conference. A formal, announced observation will be defined as follows: at the elementary level a lesson, at the secondary level, a middle school period or the equivalent at the high school. The time may be reduced if all elements of the rubric have been observed. Any secondary informal, unannounced observations (dependent on educator's prior rating) will be no less than thirty (30) minutes. Formal, announced observations will be conducted by the Department Head, Coordinator, or Administrator. In cases where an educator is required to have one observation, a collaborative process will occur in which the Department Chair

and Administrator or the Coordinator and Administrator will meet and decide to conduct the observation independently or collaboratively. In cases where there are at least two evaluations, the Department Chair or Coordinator will complete one of the two evaluations independently or with the building administrator.

For those educators rated Developing, as determined by the prior year's evaluation, new hires, and educators who are renewing certification or lifetime certification, the following will apply: Department Chairs or Coordinators will complete two (2) of at least three (3) observations for a minimum of thirty (30) minutes each independently or with the building administrator. One observation will be announced, and two (2) observations will be unannounced. Announced observations will be conducted by the Department Chair, Coordinator and/or Administrator.

For those educators rated Ineffective, as determined by the prior year's evaluation, all four observations shall be conducted by two (2) evaluators. A minimum of one evaluation will be conducted by at least one evaluator from outside the educator's building.

Prior to all submissions of ratings into EPSS , the Department Chair, Coordinator or Superintendent's designee will consult with the primary evaluator.



(B) Under normal circumstances, the beginning of the year evaluation meeting will be held before October 1st or by mid-October (end of second week). The mid-year conference will be held by January 31st, and the end of the year conference will occur prior to the end of the first week in June. All meetings will be held within the school day unless mutually agreeable. Educators will be notified twenty-four (24) hours in advance of evaluation meetings.

(C) An announced observation will be defined as an observation where the educator is informed at a minimum of five (5) school days in advance that his/her evaluator will be observing him/her. The educator will be informed of the date, time and period, if appropriate, of the observation. No observation will be conducted on the Friday before or the Monday following a holiday/vacation period, or during the administration of a state mandated assessment, unless mutually agreeable.

(D) No teacher will be observed for evaluation purposes except by a District-approved evaluator who is trained in the RIDE evaluation system.

(E) Normally, the evaluation process shall proceed for all educators at the same pace. A yearly calendar will be bargained by the EPEA and Superintendent of Schools, or her designee, to ensure that observations and conferences take place in a timely manner and move in such a way as to allow educators to grow professionally as they improve their craft. Reasonable

exceptions shall be determined by the Administrator and will include teachers on leave, and new mid-year hires.

(F) Any educator in danger of receiving less than an Effective evaluation rating in the area of Professional Practice shall be notified not later than the mid-year conference, and shall have the right to request a different evaluator.

For those teachers who are rated as either Highly Effective or Effective (with a 3 or 4 on the combined Practice/Foundations Score, as determined by the prior year's evaluation) will receive one announced observation and if the observation is inconsistent with the prior year's scores, may request additional observations.

(G) The Educator Performance Support System online module will remain confidential within the East Providence School District, except where mandated by RIDE.

(H) Upon the request of the teacher, the evaluator and teacher will meet after each classroom observation. Written feedback is required within five (5) school days after each observation.

(I) The Teacher Support Plan shall be consistent with the RIDE model. Educators receiving a final evaluation rating of Ineffective or Developing will be placed on a performance improvement plan. The primary evaluator and educator shall

meet to discuss areas of performance to be addressed in the plan which are aligned to the components of the evaluation rubric found to be in need of improvement. The primary evaluator and educator will mutually develop the improvement plan. The Department Chair, Coordinator or Superintendent's designee may be included in the development of the plan at the educator's and/or primary evaluator's request.

## **9.16.6 Evaluation Components**

### **1. Professional Growth Goals**

(A) The educator will present his/her professional growth plan (1 goal) at the beginning of the year evaluation conference. The Administrator will respond to the educator's proposed Professional Growth Plan within five (5) school days, approving the plan or citing need for revisions.

(B) An educator's professional growth plan will be determined either as part of a district wide effort, school building wide effort, department effort, grade level effort, discipline/content effort or on an individual basis.

(C) The establishment of all professional growth plans shall be mutually agreeable between the educator and the evaluator. The educator must show evidence of meeting the professional growth plan through EPSS or at the end of the year conference.

## **2. Student Learning Objectives**

(A) The educator will present a minimum of two (2) Student Learning or Student Outcome Objectives by a yearly mutually agreed upon date established and bargained by EPEA and the Superintendent of Schools, or her designee. The Administrator will respond to the educator's proposed Student Learning or Student Outcome Objectives within five (5) school days.

(B) An educator's Student Learning Objectives will be determined as either part of a district-wide or school-wide effort, department effort, grade level effort, discipline/content area effort or on an individual basis. Final determination will be made by the Administrator in charge, in consultation with the educator.

## **3. Appeals**

(A) There shall be an evaluation Appeals Panel (EAP), comprised of three (3) members. One (1) member shall be appointed by the Superintendent of Schools, and one (1) member shall be appointed by the EPEA President. The third member shall be selected from a rotating list of educators including teachers and administrators, mutually agreed upon by the EPEA President and Superintendent, and trained in the RIDE evaluation system.

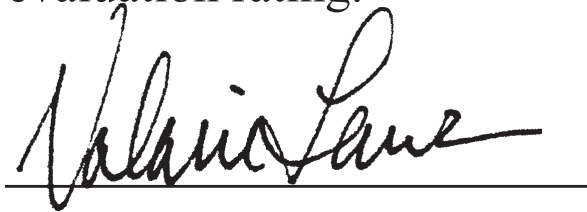
(B) Any educator may appeal the assigned evaluator to the District Evaluation Committee based on legitimate educational concerns.

(C) The EAP's charge shall be to hear appeals and assist in resolution of matters of dispute concerning the establishment of Professional Foundations, Professional Practice, Student Learning Objectives, Professional Growth Goals, and final evaluation ratings.

(D) All appeals shall be submitted to the Evaluation Appeals Panel via the Office of the Superintendent within five (5) school days of receipt of the related document by the educator and after an attempt to resolve the matter of dispute with the administrative evaluator. All such attempts shall be documented in writing by both parties and submitted to the EAP.

(E) The EAP shall hear the appeal, prior to EPSS closing, and within ten (10) business days of receipt of the appeal. The EAP shall respond in writing within ten (10) business days of the hearing.

(F) Nothing herein shall limit the right of any educator to file a grievance concerning the process that leads to his/her evaluation rating.



**EPEA President**



**School Committee**



**Superintendent**

## **9.17 Teacher Files**

All teacher files kept by the School Department shall be maintained under the following conditions:

9.17.1 No anonymous letter or materials shall be placed in a teacher's file.

9.17.2 All materials placed in the teacher's permanent file shall be available to the teacher at his/her request for inspection. Teachers desiring to inspect their files shall make an appointment with the secretary in the Human Resources Office. Upon request to the Superintendent, immediate access to teacher files will be available to the Association President with written approval of the individual teacher.

9.17.3 Materials originating within and without the School Department and which are derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

9.17.4 The teacher shall have the right to answer any materials filed, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

9.17.5 Any written complaints regarding a teacher made to the administration by any parent, student or other person will be called to the attention of the teacher by the Superintendent of Schools or his/her central office staff if the materials are to be made a part of the teacher's file when such are placed in the file, but no later than fifteen (15) working days after receipt of such materials. The teacher will have the opportunity to respond to such complaints. If a record of the complaint is filed in the teacher's record, his/her response will also be filed in the record. The teacher shall have the right to duplicate any such material filed.

9.17.6 All references and information originating outside the School Department on the basis of confidentiality and information obtained within the School System in the process of evaluating the teacher for employment shall not be subject to this Agreement and therefore, shall not be available for inspection by the teacher.

9.17.7 Teachers shall notify the Administration of changes of beneficiaries, person to notify in case of emergency, addresses, dependents and telephone numbers.

9.17.8 Teachers may have material in their permanent file, with the exception of those enumerated in 9.17.6 reproduced upon request of the teacher at his/her own expense. The Superintendent may waive the cost of copying documents.

9.17.9 All materials entered into a teacher's file will be stamped and dated.

## **9.18 Protection**

### **9.18.1 Assault**

9.18.2 Teachers will report all cases of assault in connection with their employment to the Superintendent of Schools through the principal verbally as soon as possible. A written report must be filed by the teacher within forty-eight (48) hours after having been provided the opportunity to notify the President of the Association who will in turn provide the teacher with access to legal counsel if the teacher so desires.

9.18.3 When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident of the person involved.

9.18.4 Whenever a teacher is absent from school as a result of a personal injury caused by an unprovoked assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence up to fifteen (15) months from the date of injury and no part of such absence will be charged to his/her annual sick leave.

9.18.5 The School Committee shall have the right to have the teacher examined by a physician, who shall consult with the teacher's physician for the purpose of establishing the length of time during which the teacher is disabled from performing his/her duties. In the event of dissenting medical opinion, the



Committee's physician's findings shall prevail. However, the teacher's physician's opinion shall be recorded and attached to the report.

9.18.6 When a civil action is commenced against a teacher while acting within the scope of his/her employment, the Committee shall provide the services of legal counsel upon the request of the teacher, regardless of any other coverage the teacher may have.

9.18.7 Appropriate physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, another teacher, and/or a student from possible injury

### **9.18.9 Personal Property**

9.18.10 The Committee will reimburse teachers for any clothing or other personal property (excluding automobiles) damaged, destroyed, or stolen in the course of employment, where such damage, theft, or destruction is of a value of twenty dollars (\$20.00) or more, provided such damage, destruction or theft has not been caused by the teacher's gross negligence.

The School Committee agrees to compensate teachers for the damage to their personal automobiles caused by School Department employees or contractors during the course of construction or maintenance, or by School Department employees or students during the course of scheduled school activities, so long as there is no negligence on the part of the teacher.

9.18.11 Personal properties brought onto school premises valued in excess of five hundred dollars (\$500.00) shall be approved in advance, in writing, by the Business Administrator.

9.18.12 As soon as feasible, but no later than the expiration of this agreement, the School Department will install locker units or similar storage devices in classrooms or other teacher locations where they are needed but do not currently exist.

## **9.19 Maintenance of Classroom Control and Discipline**

9.19.1 The Committee and the Association agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have the support from administrators who shall give the teacher effective and consistent support in each case. In an instance where the situation, in the opinion of the teacher, is of a serious nature and a child is sent from the class, the teacher shall confer with the Principal or Assistant Principal to provide the necessary information concerning the problem. A child shall not be sent from the class except to the area designated by the Principal. The teacher will re-admit the child following a conference with the teacher, if available, and one of the following parties: an administrator, a counselor, visiting teacher, school psychologist, home visitor, parent or guardian of the child. Assuming the teacher is not present at the conference, the teacher shall be informed as to the proceedings and facts of the conference.

9.19.2 Each teacher shall receive annually a set of school rules and regulations.

## **9.20 Faculty Committee**

9.20.1 The Principal in each school shall in September of each year establish a faculty committee from among interested members of the individual school staff. The chairman shall be elected from among members of the Committee. The schedule of meetings shall be mutually established by the Principal and Chairperson. Issues to be discussed shall include recommendations on facilities that may be referred to the Superintendent. Issues that remain unresolved after two (2) meetings may be referred by the Committee to the Superintendent or his/her designee.

9.20.2 The purpose of the Committee shall be to meet monthly with the Principal to discuss educational matters of concern to the teachers and the Principal relating to the respective schools.

9.20.3 The Committee shall be organized on the following basis.

9.20.3a Elementary schools with one (1) to nine (9) teachers - all interested may serve on the Committee.

9.20.3b Elementary schools with ten (10) or more teachers - five (5) teachers elected by the faculty.

9.20.3c Middle School - seven (7) teachers elected by the faculty.

9.20.3d Senior High - ten (10) teachers elected by the faculty.

9.20.4 These elections shall be conducted annually as provided

for above.

9.20.5 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.

9.20.6 The Principal and the Committee shall keep the faculty informed regarding the Committee's deliberations.

9.20.7 The Committee shall have the right to participate in the formulation of agenda of each meeting, and such agenda shall be formulated and distributed one (1) week prior to each meeting whenever possible. The Minutes of all meetings as well as the official results of all faculty votes shall be published as soon as possible.

## **9.21 Vacancies, Promotions and Job Fair**

### **9.21.1 Vacancies and Promotions**

A certified teacher, who is a member of the East Providence Education Association, shall serve on all screening committees for all certified positions. The department head or coordinator shall serve on all screening committees if available or another teacher if the department head or coordinator is not available. The certified teacher or the department head or coordinator, each of whom should be certified in the subject area being interviewed, shall be given adequate notice of the scheduled interview(s). If no

East Providence Education Association member(s) is available, the President of the East Providence Education Association will be notified.

9.21.2 Whenever a vacancy in a professional position occurs with a salary above the basic salary scale or whenever a new position with a salary above basic scale is created and when non-classroom positions are open, the Superintendent shall publicize it by written notice to all certified personnel.

9.21.3 The written notice will state the last date that filed applications will be accepted. Applicants will also receive, at the time of requesting the application form, a copy of the job description and the salary for the position being advertised.

9.21.4 Vacancies shall be filled on the basis of qualifications as follows:

1. Experience and skills appropriate to the vacancy notice.
2. Educational degrees appropriate to the vacancy notice.
3. Seniority

9.21.5 The Committee agrees to continue its practice of not discriminating on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, or membership in the Association in making appointments.

9.21.6 Each applicant shall be notified in writing of the disposition of his/her application.

### **9.21.7 Transfers and Assignments**

A. Any position which becomes open at any date in the school year and remains open through the end of the school year will be offered to bargaining unit members on the recall list. At the end of the school year, the position will be vacated and posted for the ensuing school year.

Voluntary transfers and assignments will be based upon the following system from among interested candidates with the position being awarded to the individual with the highest score. Where two or more applicants have the same score, seniority shall be the deciding factor.

Most Recent Evaluation Rating as of posting	Pts	Seniority (yrs)	Pts.	Relevant Exp.	Pts.
Highly Effective	5	25 or more	5	3 or more of the last 5 years in a position at the same level	4
Effective	4	20-24	4	3 or more of last 5 years, but at a different level	3
Developing	3	15-19	3	Less than 3 years of last 5 years in position at the same level or less than 3 years of last 5 years in position at different level	2
Ineffective	0	10-14	2	No experience in position in last 5 years, but some previous experience	1
		1-9	1		

Note 1: The above does not apply to teachers with a final rating of “ineffective;” such teachers are not eligible for voluntary transfers.

Note 2: Relevant experience levels are defined as High School/ Career & Technical Center, 9-12; Middle School, 6-8, Upper Elementary School, 3-5, Lower Elementary School, PK-2.

Note 3: The evaluation rating will not be used for transfers and assignments until all members of the bargaining unit are evaluated under a fully implemented evaluation instrument, consistent with the RIDE model.

a. Not later than May 1 the official list of open positions shall be posted. Said list shall include, but not be limited to, teacher openings by either resignations, retirements, vacancies occurring as a result of second year approved leaves of absence or new positions.

b. Notwithstanding the above, no teacher may choose an option which results in the non-renewal, termination, suspension or layoff of a teacher.

c. It is agreed that in an elementary school the least senior teacher at the grade level, or at the secondary level, the least senior teacher in the certification category of the position being eliminated in a building shall be the person to be transferred from the building should an involuntary transfer be necessary.

9.21.8 While the Committee and the Association recognize that frequent transfers of teachers are disruptive of the educational process, they also recognize that involuntary transfers of teachers are unavoidable and that, in making assignments in the East Providence School System, the interests and aspirations of teachers must be considered. Therefore, they agree to the following:



9.21.8a Notice of involuntary transfer shall be given to teachers no later than forty-five (45) days before such reassignment, when practicable.

9.21.8b No teacher shall be involuntarily transferred without cause.

9.21.8c It is understood that in the event of layoffs, in accordance with R.I. Gen. Laws §16-13-6 and related statutes, the least senior person (in the area of certification as per R.I. Gen. Laws §9.25.1) in the system will be laid off first. It is further understood that if any portion of the layoff assignment or transfer process set forth in the Agreement is deemed to be non-compliant with RIDE's BEP regulations, the parties will negotiate in good faith to achieve BEP compliance.

Involuntary transfers for cause may take place without regard to seniority.

## **9.22 Leaving the Building**

Teachers may be permitted to leave the school building during their preparation and unassigned periods upon notification to the school principal.

## **9.23 Professionalism**

9.23.1 The School Committee and the Association recognize the desirability of enhancing the image of teachers in the East Providence School System. To this end the Committee and the Association agree to the following:

Teachers shall make every effort to reflect a positive image to the students and the community by their dress.

## **9.24 Job Sharing**

The School Committee will establish a job sharing clearing house for the purpose of matching individuals expressing an interest in the job sharing. Teachers shall receive notification of the clearing house along with the adopted procedures and deadlines.

Both the School Committee and the East Providence Education Association agree that the School Department will benefit by establishing an efficient job sharing program for the East Providence School Department that supports student learning, the School Department's academic goals, and meets the needs of teachers who desire to job share. Therefore, effective for the 2003/2004 school year, job sharing shall be administered as follows.

- a. Teachers may not request to job share until they have at least three (3) years of teaching in the East Providence School Department.

b. Teachers desiring to job share during the upcoming school year who apply in writing to the Director of Human Resources before February 1<sup>st</sup> must be considered for job sharing. Teachers who apply after February 1<sup>st</sup> may be considered for job sharing if approval is beneficial to the School Department.

c. Teachers desiring to job share may submit applications to Human Resources at any time. Such applications will be held in the Job Share Clearing House. The Director of Human Resources shall annually but no later than March 1<sup>st</sup> of each year, review the job share applications in the Clearing House to determine whether or not pairs of teachers' certifications and current positions are compatible for job sharing. This information shall be shared with the East Providence Education Association and publicized to the East Providence Education Association membership.

d. Should the principal of an affected school feel the job share is not feasible, he/she shall report his/her decision and rationale to the Director of Human Resources. The Director of Human Resources shall confer with the principal, the teachers involved, and the President of the Association to gather information. The Director of Human Resources shall then refer the matter to the Deputy Superintendent or Superintendent for disposition, with the Director of Human Resources recommendation.

e. Should the principal feel the job sharing is feasible, he/she shall, in conjunction with the teachers involved prepare a detailed Job Sharing Plan that will cover all aspects of teaching.

Such Plan shall be forwarded to the Director of Human Resources for referral to the Superintendent for approval.

f. If the Superintendent approves the Plan, he/she shall recommend approval to the School Committee.

### **9.24.1 Job Sharing Administration**

a. Job sharing teachers shall receive prorated salary, benefits, sick days and personal days, to include fifty percent (50%) of medical/dental insurance benefits they qualified for prior to job share. Full deductions will be made in each teacher's wages for those deductions required by law that cannot be shared.

b. Teachers who wish to terminate job sharing shall notify the Director of Human Resources no later than February 1<sup>st</sup> preceding the school year in which they wish to return to full-time teaching status.

c. When a job share is terminated, the teacher who held the shared position prior to the job share shall remain in that position. The other teacher shall be treated as though he/she were on a leave of absence, that is, after one year he/she shall return to his/her original position. After two years or more, he/she shall have the right to participate in the Job Fair.

d. Teachers terminating job share arrangements of three years or more may not apply for another job share arrangement for at least two (2) consecutive years.

e. Both job sharing teachers shall be evaluated pursuant to the Collective Bargaining Agreement.

### **9.24.2 Job Sharing Plan**

a. The job sharing plan worked out between the two teachers and the principal must insure a continuity of instruction for the students. To this end, one plan book with separate notebooks for consistency of lesson plans shall be the norm.

b. Teacher who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.

c. Both teachers in a job sharing arrangement shall attend teacher orientation day, staff meetings, all parent conferences, and all mandatory meetings called by the Superintendent. Attendance at other required meetings shall be shared between the two teachers who are job sharing. The two teachers shall develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.

d. Should unforeseen circumstances arise that render the job sharing arrangement detrimental to the students involved, the job sharing arrangement shall be terminated immediately or at a date selected by the Superintendent of Schools.

9.24.3 Both teachers who are approved to job share shall sign a copy of the above listed job share rights and responsibilities, as well as the job share plan created by the teachers and the principal.

9.24.4 Administration of job share arrangement entered into during school years prior to the 2003-2004 school year shall be controlled by the agreements and/or practices in place at the time.

## **9.25 Seniority, Layoff and Recall**

Seniority is defined as continuous employment from the date appointed by the School Committee or the date the teacher commenced work whichever is earliest. Per diem substitute work shall be counted if continuous from the date work commenced. Starting in September 2000, seniority shall not accrue on full year leaves without pay.

### **9.25.1 Layoffs**

9.25.1a Layoffs shall first take place among the least senior teacher in the area of certification.

9.25.1b To prevent a layoff, a teacher may bump the least senior teacher in any area(s) of certification held by the teacher.

## **9.25.2 Recall**

9.25.2a When a position becomes available, the most senior teacher in the area of certification on the recall list shall be recalled.

9.25.2b Teachers hired prior to March 1 shall receive recall rights.

9.25.2c The Director of Human Resources shall notify the teacher of recall by certified mail.

The teacher shall respond within seven (7) days. Failure to accept recall will result in removal from the recall list.

9.25.2d Teachers will not lose recall rights if they refuse a position which is less time than the teaching load held at the time of layoff.

9.25.2e Teachers will not lose recall rights if they refuse a position of shorter duration than held at the time of layoff.

9.25.2f Less than full time teachers will not lose recall rights if they refuse a full time position.

9.25.2g When a position becomes available, it shall be posted consistent with Article IX. Transfers will be permitted so long as the transfer does not cause layoff or prevent recall.

### **9.25.3 Lottery**

If the initial seniority date is the same for two (2) or more teachers, seniority shall be determined by drawing lots. The lots shall be administrated by the Assistant Superintendent of Human Resources and the Association President with the teacher drawing the lot. (If the teacher is not present, the Association President will draw the lot.)

The initial lottery shall be held by November 1<sup>st</sup> or the first school day thereafter, and all subsequent lotteries on the first of each succeeding month, or the first school day thereafter.

### **9.25.4 Seniority List**

The official seniority list shall be maintained by the Assistant Superintendent for Human Resources who shall update the list and furnish two (2) copies to the Association President on December 1<sup>st</sup>. Each building shall be provided with two (2) copies of the Seniority List and one (1) copy shall be placed in the library, and the other in the Principal's office.

### **9.26 Administration's Designated Positions (ADP)**

Special Education teachers who accept employment after January 1, 2003, shall not be permitted to voluntarily transfer for the first three (3) years of employment. In addition, Administration's Designated Positions shall not be posted at the Job Fair. Upon



written mutual agreement, the Superintendent and the Association may agree to exclude other positions from the voluntary transfer provision.

### **9.27 Mentoring**

A formal mentoring program shall be created with the objective of providing a mentor to every new teacher who requires one. The School Committee shall appoint three (3) Mentor Coordinators, one (1) for elementary teachers, one (1) for middle school teachers, and one (1) for high school teachers. These Coordinators shall receive an annual stipend of five hundred sixty-three dollars and sixty-six cents (\$563.66) each. Mentor teachers shall be selected as needed and shall receive an annual stipend of three hundred thirty-eight dollars and twenty cents (\$338.20) during years when they serve as mentors.

## **ARTICLE X** **GRIEVANCE PROCEDURE**

### **10.1 Purpose**

Good morale is maintained as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be

kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.

## **10.2 Definitions**

A “grievance” shall mean any complaint by a teacher or the Association that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement, except that the term “grievance” shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Committee is without authority to act.

An “aggrieved person” is the person or persons making the claim.

A “party in interest” is the aggrieved person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## **10.3 Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made

to expedite the process. In the event a grievance is filed on or after June 1, which could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of appeals then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article, not under the succeeding Agreement.

**STEP ONE** - An aggrieved person shall submit his/her grievance to the Association's PR & R Committee for the purpose of information. The grievance will then be discussed with the aggrieved person's principal or immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved person (1) may discuss the grievance personally, (2) may request that the Building Representative accompany him/her, or (3) may request that the Building Representative act in his/her behalf. Ten (10) school days after notification of the person's principal or immediate supervisor, the aggrieved person may opt to skip Step One and proceed to Step Two. Provided, however, the grievance must be presented in writing to the principal no later than forty-five (45) school

days from the time the employee knew or should reasonably have known of the action or event giving rise to the grievance, or it shall be deemed waived.

All communications at STEP ONE shall be oral. Before making final decision the immediate supervisor is encouraged to consult up the supervisory line, and the Building Representative is encouraged to consult up the Association Channel.

**STEP TWO** - If the teacher is not satisfied with the disposition of his/her grievance at STEP ONE, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may present his/her grievance in writing to the Principal. A hearing on such a grievance shall be held by the principal within five (5) school days of receipt of the such written communication, to which the chairman of the PR & R Committee will be invited at which time the aggrieved person: (1) may discuss the grievance personally; (2) may request that the building representative accompany him/her, or; (3) may request that the building representative act in his/her behalf. Within five (5) school days after the hearing, the principal shall render a decision in writing to the teacher. Copies of the decision will be sent to the Superintendent and the PR & R Committee.

**STEP THREE** - If the teacher is not satisfied with the disposition of his/her grievance at STEP TWO, he/she may file the grievance in writing with the Association's PR & R

Committee within five (5) school days after the principal's written decision. If the PR & R Committee deems the appeal to be meritorious, it will appeal the decision of the principal to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.

It shall also state the names of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal. Appeals to the Superintendent shall be heard within ten (10) school days of his/her receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) school days prior to the hearing to the aggrieved teachers, the Chairman of the PR & R Committee and the principal previously involved in the grievance. Within ten (10) school days of hearing the appeal, the Superintendent shall communicate to the aggrieved teacher and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons. A copy of the decision shall be sent to the Chairman of the PR & R Committee.

Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Supervisor of Accounts under the Superintendent of Schools. The Superintendent shall conduct a hearing on such grievance within fifteen (15) school days and shall render his/her decision

in writing within ten (10) school days after concluding the hearing.

**STEP FOUR** - A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure herein may be submitted by the aggrieved employee or the Association as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement, except that a grievance concerning any term of this Agreement involving Committee discretion or Committee policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, i.e., that it was applied in manner unreasonably inconsistent, with the general practice followed throughout the school system in similar circumstances.

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one principal, and grievance involving an administrator above the building level, may be filed by the Association at Step 3.

The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or, where no

decision has been issued in the circumstances described above, three (3) school days following the expiration of the fifteen (15) school day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Committee nor the Association nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and it shall be binding upon all parties involved. However, he/she shall be without power and authority to make

any decisions:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
2. Involving Committee discretion or Committee policy under the provisions of this Agreement, except that he/she may decide in a particular case, involving Committee discretion or policy, or whether or not the Committee applied such discretion or policy discriminately, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Committee, applicable law and rules and regulations having the force and effect of law.

The costs for the services of the arbitrator will be borne equally by the Committee and the Association.

#### **10.4 General Provision as to Grievances and Arbitration**

The filing or pendency of any grievance under the provisions of this Article shall in no way operate or impede, delay or interfere with the right of the Committee to take action complained of, subject, however, to the final decision on the grievance.

Nothing contained in this Article or elsewhere in this Agreement



shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Association, the Association shall have the right to present and to state its views at all stages except STEP ONE of the Grievance Procedure.

The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance provided, however, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Failure at any step of this procedure except STEP ONE to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal

a grievance to the next step within the specified time shall be deemed to be acceptance of the decision rendered at the step.

The time limits specified in any step of this procedure may be changed in any specific instance by mutual agreement.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

The Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of any arbitrator, and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

In the course of investigation of any grievance, representatives of the Association will report to the Principal of the building being visited and will state the purpose of the visit immediately upon arrival.

Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

If any member of the Association's PR & R Committee is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievances.

It will be the practice of all parties in interest to process grievances after the regular workday or at any other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Association, and the Committee to hold proceedings during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay.

The Association shall appoint one (1) representative for each building who shall act in all grievance cases within his/her school. The Association agrees to furnish the Committee with the complete list of such representatives by December 1st of each year. The Association shall have the right to designate the same individual as its representative in one (1) or more schools, or to substitute a different representative for the one (1) originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.

No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, or any School Representative in the grievance procedure by reason of such participation.

**ARTICLE XI**  
**DURATION**

This will be a five (5) year Contract from November 1, 2012 through October 31, 2017.

**Effective Date: November 1, 2012**

**For the Association**



**EPEA President**



**School Committee**



**Superintendent**

*Diane G. Burras*  
*Chairman of Budget Commission*

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**For the School Committee**

## **APPENDIX A - SALARY SCHEDULES**

### **1. Basic Salary Schedule**

**11/1/2009**

Step	1	35,877
Step	2	39,176
Step	3	42,475
Step	4	45,772
Step	5	49,071
Step	6	52,369
Step	7	55,668
Step	8	58,965
Step	9	62,264
Step	10	65,562

### **2. Bachelor's Degree Plus 36 Hours**

(36 hours earned after securing of Bachelor's Degree).

**11/1/2009**

Step	1	36,627
Step	2	39,926
Step	3	43,225
Step	4	46,522
Step	5	49,821
Step	6	53,119
Step	7	56,418
Step	8	59,715
Step	9	63,014
Step	10	66,312

### **3. Master's Degree.**

**11/1/2009**

Step	1	36,877
Step	2	40,176
Step	3	43,475
Step	4	46,772
Step	5	50,071
Step	6	53,369
Step	7	56,668
Step	8	59,965
Step	9	63,264
Step	10	66,562

### **4. Master's Degree Plus 30 Hours**

(30 hours earned after securing of Master's Degree).

**11/1/2009**

Step	1	37,127
Step	2	40,426
Step	3	43,725
Step	4	47,022
Step	5	50,321
Step	6	53,619
Step	7	56,918
Step	8	60,215
Step	9	63,514
Step	10	66,812

**5. Sixth Year or 30 Hours of Approved Work beyond Master's or two Masters.**

**11/1/2009**

Step	1	37,377
Step	2	40,676
Step	3	43,975
Step	4	47,272
Step	5	50,571
Step	6	53,869
Step	7	57,168
Step	8	60,465
Step	9	63,764
Step	10	67,062

**Sixth Year Plus 30 Hours of Approved Work\*** (30 hours earned after securing the 6th Year Diploma). [Approved work means 30 hours of graduate work beyond the 6th Year Degree on a formal program at an accepted institution under the direction of a faculty advisor.]

**11/1/2009**

Step	1	37,627
Step	2	40,926
Step	3	44,225
Step	4	47,522
Step	5	50,821
Step	6	54,119

Step	7	57,418
Step	8	60,715
Step	9	64,014
Step	10	67,312

**7. Doctorate.**

**11/1/2009**

Step	1	38,377
Step	2	41,676
Step	3	44,975
Step	4	48,272
Step	5	51,571
Step	6	54,869
Step	7	58,168
Step	8	61,465
Step	9	64,764
Step	10	68,062

Any certified personnel anticipating completion of requirements for any of the above steps must notify the Superintendent by June 1st.



FY 2013	B	B + 36	M	M + 30	6th Yr	6th + 30	Doctorate
Step 1	35,877	36,627	36,877	37,127	37,377	37,627	38,377
Step 2	39,176	39,926	40,176	40,426	40,676	40,926	41,676
Step 3	42,475	43,225	43,475	43,725	43,975	44,225	44,975
Step 4	45,772	46,522	46,772	47,022	47,272	47,522	48,272
Step 5	49,071	49,821	50,071	50,321	50,571	50,821	51,571
Step 6	52,369	53,119	53,369	53,619	53,869	54,119	54,869
Step 7	55,668	56,418	56,668	56,918	57,168	57,418	58,168
Step 8	58,965	59,715	59,965	60,215	60,465	60,715	61,465
Step 9	62,264	63,014	63,264	63,514	63,764	64,014	64,764
Step 10	65,562	66,312	66,562	66,812	67,062	67,312	68,062

FY 2014 - 11/1/2013	B	B + 36	M	M + 30	6th Yr	6th + 30	Doctorate
2% Increase							
Step 1	36,595	37,360	37,615	37,870	38,125	38,380	39,145
Step 2	39,960	40,725	40,980	41,235	41,490	41,745	42,510
Step 3	43,325	44,090	44,345	44,600	44,855	45,110	45,875
Step 4	46,687	47,452	47,707	47,962	48,217	48,472	49,237
Step 5	50,052	50,817	51,072	51,327	51,582	51,837	52,602
Step 6	53,416	54,181	54,436	54,691	54,946	55,201	55,966
Step 7	56,781	57,546	57,801	58,056	58,311	58,566	59,331
Step 8	60,144	60,909	61,164	61,419	61,674	61,929	62,694
Step 9	63,509	64,274	64,529	64,784	65,039	65,294	66,059
Step 10	66,873	67,638	67,893	68,148	68,403	68,658	69,423

FY 2015 - 11/1/2014	B	B + 36	M	M + 30	6th Yr	6th + 30	Doctorate
1.5% Increase							
Step 1	37,144	37,920	38,179	38,438	38,697	38,956	39,732
Step 2	40,559	41,336	41,595	41,854	42,112	42,371	43,148
Step 3	43,975	44,751	45,010	45,269	45,528	45,787	46,563
Step 4	47,387	48,164	48,423	48,681	48,940	49,199	49,976
Step 5	50,803	51,579	51,838	52,097	52,356	52,615	53,391
Step 6	54,217	54,994	55,253	55,511	55,770	56,029	56,805
Step 7	57,633	58,409	58,668	58,927	59,186	59,444	60,221
Step 8	61,046	61,823	62,081	62,340	62,599	62,858	63,634
Step 9	64,462	65,238	65,497	65,756	66,015	66,273	67,050
Step 10	67,876	68,653	68,911	69,170	69,429	69,688	70,464

**A.** For the period September 1, 2010 through October 31, 2011, in the event the East Providence School Department receives actual revenue higher than the anticipated revenue for all of the “triggered” revenue sources, said excess revenues shall be utilized (66 2/3% School Committee and 33 1/3% to be used for the benefit of teachers, except as to restricted funds which will be used for the uses to which they are restricted) as set forth in Section E below.

**B. Definitions:**

1. Anticipated revenues – as reflected in the 2009-2010 school department budgets approved by the City Council.

2. Actual revenues – the amount of revenue the school department actually receives for all “triggered” revenue sources.

3. Triggered revenues – include, but are not limited to:

- Property Tax Allocation
- Meals/Hotel tax
- State Aide (includes General Aide and all of the other sub- categories)
- Medicaid Reimbursements
- Tuition Revenue
- Building Rental & Fees
- Sale of Buildings
- Summer School
- E-rate reimbursement
- Federal Stabilization Funds, or the equivalent
- Federal funds designated for reemployment of teachers on layoff
- RTTT funds

C. Restricted/Designated Revenues – Any actual revenues in excess of anticipated revenues from any triggered revenue source which has restricted designated use will only be utilized under Section E within the restricted/designated purpose.

D. Notice. Immediately upon receipt of information or notice that actual revenue will exceed anticipated revenue for any of the “triggered” revenue sources, the school department shall notify the Union President in writing, including the amount of the excess revenue. As soon thereafter as possible, the Union President and Chief Operating Officer shall meet to discuss the utilization of the excess revenue.

In the event the Union President and Chief Operating Officer are unable to agree on the utilization of the excess revenue, the dispute shall be submitted to a special arbitrator (from an agreed upon list of three arbitrators) who shall meet with the parties within ten (10) calendar days after being contacted, and based upon the information provided in the meeting, render a final and binding decision within two (2) calendar days.

E. Utilization of Excess Triggered Revenue:

Based upon when received, excess triggered revenues shall be utilized for the following purposes in accordance with the trigger formula:

1. Recall of teachers from layoff
2. Reduction of class size
3. Payment for professional development days
4. Salary increases

The parties agree that at least eighty percent (80%) of any Race to the Top or other additional funding restricted to Professional Development (PD) use will be used to compensate teachers for attendance on the three additional PD days in the 2010-2011 school year up to the full curriculum rate, and if such restricted additional funding is not received, any non-restricted additional funding to be used for the benefit of teachers hereunder will be used first for this purpose.

## **APPENDIX B - Incentives**

Wage increases will be as follows:

Effective November 1, 2013 there will be a general wage increase of 2%;

Effective November 1, 2014 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2014, capped at 3%.

Effective November 1, 2015 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2015, capped at 3%.

Effective November 1, 2016 there will be a general wage increase equal to the Social Security Cost of Living Adjustment effective for January 1, 2016, capped at 3%.

These rate increases will apply to Appendix A, Paragraphs 1 through 7, and to §7.1.5 and §8.7.2.

For the purposes of clarity and so that the same index is followed, the Social Security Cost of Living Adjustments for the past ten years will be referenced ([www.ssa.gov/oact/cola/colaseries.html](http://www.ssa.gov/oact/cola/colaseries.html)).

Under no circumstances will the increases set forth above result in an average wage increase of less than 1% per year over the last three years.

### **1. Incentive Plan - Advanced Degrees**

All teachers doing graduate work on a formal program for a Master's Degree, 6th Year Diploma (C.A.G.S.) or Doctorate at any accepted institution or work towards National Teacher Certification shall receive nine hundred twenty-one dollars (\$921).

Positions under Appendices C through I shall be appointed on an annual basis. No member of the bargaining unit shall be removed except for just cause.

### **2. Certification Needs**

The School Committee will establish a list of its present and, if known, future certification needs. Said list will be shared with the Association annually.

### **3. National Teacher Certification**

Teachers who have achieved National Teacher Certification shall receive two thousand one hundred fifty-three dollars (\$2,153).

### C. Compensation for Extra-Curricular Activities

<b><u>Senior High</u></b>	11/1/2012
Yearbook Advisor	\$2,090
Dramatics Coach	\$1,118
Annual Musical (2)	\$2,236 (\$1,118)
Newspaper	\$1,118
Freshman Class Advisor	\$769
Sophomore Class Advisor	\$769
Junior Class Advisor	\$948
Senior Class Advisor	\$1,066
Student Council	\$1,066
Choral Groups (3)	\$2,391 (797)
Band Director	\$1,778
Assistant Band Director	\$1,176
ESL Club	\$654
French Club	\$654
Portuguese Club	\$654
Spanish Club	\$654
DECA	\$654
Young Democrats	\$654

Young Republicans	\$654
Gay Straight Alliance	\$470
National Honors Society	\$654
Flag Corp	\$963
AVA Coordinator	19.20 (per hour)
Skills USA	\$654

<b><u>Middle Schools</u></b>	11/1/2012
Choral Groups (2)	\$1,252 (626)
Newspaper (2)	\$1,348 (674)
Yearbook Advisor (2)	\$2,116 (1,058)
Band Director (2)	\$2,124 (1,062)
Student Council (2)	\$1,348 (674)
Clubs - four (4) approved clubs in Middle Schools (2) (to be divided equally among the four approved clubs)	\$772 (193)
Annual Dramatics/Musical (2)	\$2,142 (1071)

## Chaperones Secondary Schools

Teachers requested by the Principal to serve as Chaperones for away from home athletic activities or music activities will be paid fifteen dollars and fifty-seven cents (\$15.57). This payment shall include travel time, providing he/she is not receiving any other payment for the activity involved. On overnight trips, the teachers shall be paid for actual time worked. All such requests must have prior approval of the Superintendent of Schools.

### Elementary                      11/1/2009

Just Say No (11)      **393**  
\*AV Coordinator      **1961**  
(\* revisit when computerized)

Safety Patrol-Teachers who supervise safety patrols shall be paid as follows:

1.              Schools with less  
                  than 500 students:    **818**
2.              Schools with more  
                  than 500 students:    **963**

Principals and Head Teachers shall not be eligible for this payment.



## **D. Summer School**

Each teacher who works in the secondary summer school shall be paid forty-one dollars and ten-cents per hour. The School Committee shall develop guidelines for Junior High School and Elementary summer schools to go into effect in Summer, 1997.

## **E. Adult Education**

Each teacher who works in the Adult Education School (Monday and/or Tuesday evenings) shall be paid at the rate of fifty-six dollars and thirty seven cents (\$56.37) per two hour class.

## **F. Department Heads and Coordinators**

Department Heads and Department Coordinators shall be compensated according to the size of the department as follows:

1-5 teachers not counting the DH/DC \$3,020

6-10 teachers not counting the DH/DC \$3,294

11-15 teachers not counting the DH/DC \$3,567

16-20 teachers not counting the DH/DC \$3,841

21-25 teachers not counting the DH/DC \$4,114

26+ teachers not counting the DH/DC \$4,388

High School Department Heads with 1-15 teachers including the department head shall work a 3/5ths schedule.

High School Department Heads with 16+ teachers including the department head shall work a 2/5ths schedule.

All teachers presently without Department Heads at the high school shall be assigned to a department with a department head.

All middle schools shall have Department Coordinators for Math, English, Social Studies and Science. Special area Department Coordinators shall be created as needed at the discretion of the Superintendent.

Middle School Coordinators shall work a 4/5ths schedule.

### **G. Student Liaisons**

All Student Liaisons shall be paid \$2,325

A Student Liaison's annual stipend shall be reduced by eighteen dollars (\$18.00) for every day he/she is not available to perform his/her duties, unless he/she is unavailable at the direction of the school administration.

### **H. Head Teachers**

Head Teachers shall be compensated as follows:

In schools with fewer than 250 students - \$1,640

In schools with 251-500 - \$1,914

In schools with more than 500 students - \$2,187

Only one (1) head teacher per school shall receive compensation.

## I. Athletic Personnel

Athletic Personnel shall receive coaching payments within fifteen (15) days of the completion of the season and all related duties. The Athletic Director shall sign that all requirements have been completed by said athletic personnel and the fifteen (15) days shall be calculated from said date of his signature.

	11/1/2012
Athletic Director	3,650
Assistant Athletic Director	3,000
<b><u>Baseball</u></b>	
Head Coach - SH	\$3,452
Assistant JV- SH	\$1,904
<b><u>Basketball - Boys</u></b>	
Head Coach - SH	\$4,095
Freshman – SH	\$2,471
<b><u>Basketball - Girls</u></b>	
Head Coach - SH	\$4,095
Assistant JV- SH	\$2,471
<b><u>Cheerleaders - Girls</u></b>	
Head Coach - SH	\$903
Competition Coach-SH	\$998

<b><u>Football</u></b>	
<b>Varsity-SH</b>	
Head Coach	\$4,851
Assistant (2)	\$5,688 (2,844)
Freshman – SH Head Coach	\$2,844
Assistant (2)	\$3,802 (1,901)
<b><u>Hockey</u></b>	
Head Coach - SH	\$4,095
Assistant SH	\$2,471
<b><u>Soccer – Boys</u></b>	
Head Coach - SH	\$3,413
Assistant - SH	\$1,904
<b><u>Soccer - Girls</u></b>	
Head Coach - SH	\$3,413
Assistant - SH	\$1,904
<b><u>Softball - Girls</u></b>	
Head Coach - SH	\$3,452
Assistant - SH	\$1,904
<b><u>Special Olympics</u></b>	
Head Coach	\$614

Assistant	\$587
<b><u>Swimming</u></b>	
Head Coach - SH	\$3,554
Assistant - SH	\$2,303
<b><u>Tennis - Boys</u></b>	
Head Coach - SH	\$2,226
<b><u>Tennis - Girls</u></b>	
Head Coach - SH	\$2,226
<b><u>Track</u></b>	
<b><u>Cross Country – Boys</u></b>	
Head Coach - SH	\$2,356
<b><u>Cross Country - Girls</u></b>	
Head Coach - SH	\$2,356
<b><u>Indoor - Boys</u></b>	
Head Coach - SH	\$2,956
Assistant - SH	\$1,904
<b><u>Indoor - Girls</u></b>	
Head Coach - SH	\$2,956
Assistant - SH	\$1,904

<b><u>Outdoor - Boys</u></b>	
Head Coach - SH	\$2,956
Assistant - SH	\$1,904
<b><u>Outdoor - Girls</u></b>	
Head Coach - SH	\$2,956
Assistant - SH	\$1,904
<b><u>Volleyball - Boys</u></b>	
Head Coach - SH	\$2,956
Assistant - SH	\$1,904
<b><u>Volleyball - Girls</u></b>	
Head Coach - SH	\$2,956
Assistant - SH	\$1,904
<b><u>Wrestling</u></b>	
Head Coach - SH	\$3,247
Assistant - SH	\$1,904
<b><u>Lacrosse – Boys</u></b>	
Head Coach	\$2,226
<b><u>Lacrosse – Girls</u></b>	
Head Coach	\$2,226

**MEMORANDUM OF AGREEMENT BY AND AMONG  
THE EAST PROVIDENCE EDUCATION  
ASSOCIATION/NEARI/NEA AND THE  
EAST PROVIDENCE SCHOOL DEPARTMENT**

This agreement is made and entered into this 10th day of December, 2013 between the East Providence Education Association/NEARI/NEA, and the East Providence School Department.

Whereas, the parties are in agreement that the East Providence Middle School Athletic Coaches' positions will be re-established upon the signature of this MOA, the annual stipends for these positions will be as follows:

Athletic Coordinator Middle School	\$3,000.00
Baseball Coach - Riverside	\$1,904.00
Baseball Coach - Martin	\$1,904.00
Basketball Coach - Riverside - Boys	\$2,471.00
Basketball Coach - Martin - Boys	\$2,471.00
Basketball Riverside - Girls	\$2,471.00
Basketball Martin Coach - Girls	\$2,471.00
Soccer Coach - Riverside - Boys	\$1,904.00
Soccer Coach - Martin - Boys	\$1,904.00
Soccer Coach - Riverside - Girls	\$1,904.00
Soccer Coach - Martin - Girls	\$1,904.00

Softball Coach - Riverside - Girls	\$1,904.00
Softball Coach - Martin - Girls	\$1,904.00
Outdoor Track Head Coach - Martin - Boys	\$1,904.00
Outdoor Track Head Coach - Martin - Girls	\$1,904.00
Outdoor Track Head Coach - Riverside - Boys	\$1,904.00
Outdoor Track Head Coach - Riverside - Girls	\$1,904.00
Cross Country Head Coach - Martin	\$1,904.00
Cross Country Head Coach - Riverside	\$1,904.00
Wrestling Head Coach - Martin	\$1,904.00
Wrestling Head Coach - Riverside	\$1,904.00

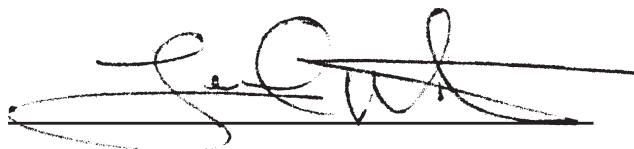
1. This Agreement does not constitute practice or precedent between the parties.

For the East Providence School Department



**EPEA President**

For the East Providence Education Association/NEARI/NEA



**School Committee**



## **J. Supplementary Benefits Based on Length of Service In East Providence**

1. Compensation based on length of service in East Providence shall be as follows:

### **11/1/2009**

16-19 years	1188
20-24 years	1505
25 years and up	1675

2. Last year of service before retirement after at least thirty (30) years of teaching service, twenty-five years of that in East Providence, three thousand four hundred seventy-two dollars (\$3,472) in last year of service; November to June providing the Superintendent is notified no later than January 15<sup>th</sup> in the school year of the retirement contingent upon the teacher completing the school year.

Said payment of J2 shall not be made to any teacher, who has served as an “In-Service Facilitator,” during his/her career.

## **K. Teachers of Special Education**

Teachers of Special Education, including speech therapists, teachers of mentally retarded, teachers of emotionally disturbed and school psychologists, who are fully certified for the position shall receive three hundred ninety-seven dollars (\$397).

Effective November 1, 1982 newly hired and or newly assigned

teachers certified in the above areas shall not be eligible for this stipend.

### **L. Special Subject Teachers in the Elementary School**

Members of the bargaining unit who travel to more than one (1) school per day shall be reimbursed at the mileage rate set by the Internal Revenue Service each year and in accordance with the Superintendent's study as of May 1980.

### **M. Home Teachers**

All home teachers shall be paid at the rate of twenty-six dollars and eighteen cents (\$26.18) per hour plus one-half (1/2) hour travel time.

1. Home teacher positions shall first be offered to the classroom teacher.
2. Should the classroom teacher not accept the assignment, the position shall be offered to teachers in the building from a pre-designated volunteer list arranged alphabetically.
3. Should no teacher in the building accept the assignment, the position shall then be offered to other members of the bargaining unit from a pre-designated volunteer list arranged alphabetically.
4. Should no member of the bargaining unit accept the assignment, the position shall then be offered to other certified teachers.

5. In the event that a teacher wishes to participate after the pre-designated volunteer list of teachers in a building has been established, the teacher will be placed at the bottom of the school's list for the remainder of the school year.

## **N. Pool Coordinator**

The Pool Coordinator shall be paid two thousand four hundred seventeen dollars (\$2,417) per year.

## **O. In-Service Facilitator**

1. Teachers with twenty (20) years in East Providence shall be eligible to elect once during the remainder of his/her career to be an in- service facilitator for a school year.
2. Such teachers shall notify the Superintendent of his/her intention to become a facilitator by October 1 and during the first semester of the school year develop an outline for presentation drawing upon his/her own experience and literature in the field of education. Such presentation shall be delivered to faculty as part of the in-service training program during the second semester at a time designated by the Superintendent. A written synopsis of the presentation shall also be filed with the Superintendent for use in other teacher training programs.
3. The pay for said position shall be twenty-five hundred dollars (2,500.)

4. The School Committee and the Association recognize that this program is designed to further the goals set forth by the Governor's 1991 Task Force in its report "To Improve Education in Rhode Island by the Year 1991," by making teachers feel "more valued as they put their experience and training to further use" and by increasing the "status, recognition and salary" of experienced teachers. The parties agree to fully cooperate toward achieving these ends.

5. The following exceptions to the Inservice Facilitator applies only to those teachers employed during the 1991-1992 year:

a. Any teacher who terminates employment prior to eligibility for the Inservice Facilitator will receive the actual amount of deferment.

b. Teachers who meet the contractual requirements for Inservice Facilitator are eligible to receive an additional \$1000.

Any teacher who has accessed his/her deferred monies is limited to twenty-five hundred dollars (\$2,500).

## **P. After School Science Labs**

All after school science lab teachers shall be paid thirty-nine dollars and twenty-eight cents (\$39.28) per science lab.

## **Q. School/District Site Managers for State Testing**

Members of the bargaining unit who are designated by the Principal to coordinate State Testing shall be paid an annual stipend of seven hundred forty-six dollars (\$746)

## **R. Response to Intervention**

Teacher Support Team members shall be paid an annual stipend of three hundred dollars (\$300.00) during their training year and five hundred dollars (\$500.00) per year after training and RTI has been implemented. The RTI Specialist will receive an annual stipend of seven hundred (\$700.00) per year. There will be no more than seven (7) PST (Problem Solving Team) members per building.

## **The Weingarten Right**

### **The Right to a Shop Steward in Disciplinary Proceedings**

One of the Fundamental rights of collective bargaining is that an employee on request may have a shop steward present if the employee is questioned by the employer about a matter that could lead to disciplinary action against the employee. The right to a steward is a Section 7 right of concerted activity protected by Section 8(a)(I). This is commonly called the Weingarten right, after the Supreme Court decision upholding the Board ruling establishing the basic principal. However, the employee must ask for the steward. The employer has no obligation to tell an employee of the right before questioning begins.

## **Right to a Safe School**

### **State Law 16-2-17**

Each student, staff member, teacher, and administrator has a right to attend and/or work at a school which is safe and secure, and which is conducive to learning, and which is free from the threat, actual or implied, of physical harm by a disruptive student. A disruptive student is a person who is subject to compulsory school attendance who exhibits persistent conduct which substantially impedes the ability of other students to learn or otherwise substantially interferes with the rights stated above, and who has failed to respond to corrective and rehabilitative measures presented by staff, teachers, or administrators.

# Exhibit 1



## City of East Providence – 2014 Wellness Initiative

Employee		
Required Wellness Steps to be done in CY 2014	Incentive – to be reimbursed in CY 2015	Deadline Date
Annual Well Visit	\$250 HRA contribution <sup>†</sup>	October 31, 2014
Complete Online Health Assessment (HA)		
<sup>†</sup> \$250 HRA contribution only available if the employee completes both of the required wellness steps.		
Spouse/Domestic Partner (if applicable)		
Required Wellness Steps to be done in CY 2014	Incentive – to be reimbursed in CY 2015	Deadline Date
Annual Well Visit	\$250 HRA contribution <sup>†</sup>	October 31, 2014
Complete Online Health Assessment (HA)		
<sup>†</sup> \$250 HRA contribution only available if the spouse/domestic partner completes both of the required wellness steps.		

- Annual well visit must be completed between November 1, 2013 and October 31, 2014
- Online HA must be completed between March 1, 2014 and October 31, 2014
- Total incentive amount will not exceed \$250 for an individual plan or \$500 for a family plan
- HRA deductible reimbursement will be available between January 1, 2015 and December 31, 2015

# Exhibit 2

**HealthMate**  
COAST • TO • COAST®



100/80 500 Coinsurance Plan

## Understanding Your Benefits

### ■ Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$500 per individual plan; \$1,000 per family plan in network
- \$1,000 per individual plan; \$2,000 per family plan out of network

### ■ Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- \$1,500 per individual plan; \$3,000 per family plan in network
- \$3,000 per individual plan; \$6,000 per family plan out of network

### Please note:

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered	What You Pay
<b>Preventive Care</b> <ul style="list-style-type: none"> <li>▪ Adult preventive care</li> <li>▪ Child preventive care</li> <li>▪ Immunizations</li> <li>▪ Preventive and diagnostic lab, X-ray, and imaging</li> </ul>	\$0 in network 20% per visit after deductible out of network
<b>Primary Care Office Visits</b> <ul style="list-style-type: none"> <li>▪ Adult primary care</li> <li>▪ Adult gynecological exam</li> <li>▪ Pediatric primary care</li> </ul>	\$20 per visit in network 20% per visit after deductible out of network
<b>Specialist Office Visits</b> <ul style="list-style-type: none"> <li>▪ Specialty care</li> <li>▪ Chiropractic (limit 12 visits per year)</li> <li>▪ Routine eye exam (limit 1 visit per year)</li> </ul>	\$30 per visit in network 20% per visit after deductible out of network
<b>Outpatient Services</b> <ul style="list-style-type: none"> <li>▪ Medical/surgical care</li> <li>▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)</li> </ul>	0% per visit after deductible in network 20% per visit after deductible out of network
<b>Inpatient Services</b> <ul style="list-style-type: none"> <li>▪ Acute care</li> <li>▪ Maternity</li> <li>▪ Mental health</li> <li>▪ Chemical dependency</li> <li>▪ Rehabilitation (limit 45 days per year)</li> </ul>	0% per visit after deductible in network 20% per visit after deductible out of network
<b>Emergency Services</b> <ul style="list-style-type: none"> <li>▪ Hospital emergency care</li> </ul>	\$150 per visit in network \$150 per visit out of network
<b>Ambulance</b>	\$50 per occurrence in network \$50 per occurrence out of network



What's Covered	What You Pay
<b>Urgent Care Center</b>	\$50 per visit in network \$50 per visit out of network
<b>Durable Medical Equipment</b>	20% per occurrence after deductible in network 20% per occurrence after deductible out of network
<b>Physical/Occupational Therapy (limit 30 visits per year)</b> <ul style="list-style-type: none"> <li>▪ Physical therapy</li> <li>▪ Occupational therapy</li> <li>▪ Speech therapy</li> </ul>	20% per visit after deductible in network 20% per visit after deductible out of network
<b>Prescription Drugs</b>	\$10-Tier 1; \$35-Tier 2; \$60-Tier 3; \$100-Tier 4

### Beyond Benefits

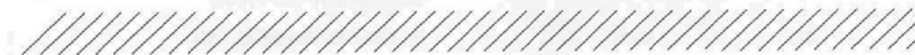
When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

#### Manage your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

#### Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365<sup>SM</sup> wellness information and discount program.



#### Need help?

##### Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

Hours: Monday – Friday, 8:00 a.m. to 8:00 p.m., Eastern Time



[www.bcbsri.com](http://www.bcbsri.com)

*This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.*

500 Exchange Street • Providence, RI 02903-2699

Blue Cross & Blue Shield of Rhode Island is an independent licensee of the Blue Cross and Blue Shield Association.

6/11 HM-9309

