

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN
EXETER-WEST GREENWICH REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE

AND
EXETER-WEST GREENWICH TEACHERS' ASSOCIATION, NEARI/NEA

September 1, 2016 through August 31, 2019

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By and between

**EXETER-WEST GREENWICH REGIONAL SCHOOL DISTRICT SCHOOL
COMMITTEE**

and

**EXETER-WEST GREENWICH
TEACHERS' ASSOCIATION, NEARI/NEA**

PREAMBLE

In order to effectuate the provisions of the Certified School Teachers' Arbitration act, chapter 9.3 of title 28 of the Rhode Island General Laws, and to encourage and abet effective harmonious working relationships between the Exeter-West Greenwich Regional School District School Committee ("Committee") and the professional staff in order that the cause of public education may best be served in the Exeter-West Greenwich Regional School District ("District"), this Agreement is made and entered into by and between the Committee and the Exeter-West Greenwich Teachers' Association ("Association").

PHILOSOPHY

The Committee and the Association firmly believe that the primary function of the Committee and its professional staff is to insure each student attending District schools receives the highest level of educational opportunities obtainable. The Committee and the Association recognize that teaching is a profession. The Committee and the Association believe that the objectives of the educational program are realized to the highest degree when communications exist with mutual understanding and cooperation between the Committee and its professional staff. In concert with parents and community members, the Committee, administration, and the Association offer this statement of commitment and promise to strive to ensure success for all students.

**ARTICLE 1
RECOGNITION**

The Committee recognizes the Association as the exclusive representative of all certified teachers engaged in teaching or related activities employed by the Committee, but excluding Superintendents, Assistant Superintendents, Curriculum Directors, Principals, Vice-Principals, and temporary per diem substitutes, as set forth in the Rhode Island State Labor Relations Board's Certification of Representatives dated November 21, 1967, Case No. EE-1756, and as later amended, for purposes of negotiation or collective bargaining concerning hours, salary, working conditions, and all other terms and conditions of professional employment. Unless otherwise indicated, the employees in the above unit will be referred to as "teachers."

**ARTICLE 2
NEUTRAL REFERENCES; NON-DISCRIMINATION**

All references in this Agreement to an "employee" or "employees" are intended to include both sexes. When male pronouns are used, they shall be construed to include male and female employees.

The Committee and Association agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation, sexual preference, gender identity, or any other prohibited basis of discrimination.

The Committee agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership in or lawful activity on behalf of the Association. The Committee and Association further agree that there will be no discrimination against any employee for declining membership in the Association or refraining from engaging in any activities of the Association that are protected by the Rhode Island State Labor Relations Act.

**ARTICLE 3
MANAGEMENT RIGHTS**

Except as otherwise provided by law or to the extent that there is contained in this Agreement provisions to the contrary, all the authority, rights and responsibilities of the Committee and its appointed superintendent to manage, direct and supervise all the operations and activities of the school district as granted by Rhode Island law, including, but not limited to R.I.G.L. §§16-2-9 and 16-2-11, are reserved and retained.

No provision of this Agreement shall be applied or construed to limit, impede, abridge or impair any of the Committee's authority or obligations granted to it under state or federal law.

**ARTICLE 4
COOPERATION**

The Association and the Committee agree on the desirability of making District schools community-centered and will cooperate in programs designed to accomplish this.

The Association agrees to appoint representatives to serve on special committees when requested to do so.

The Association agrees to make a concerted effort to work with the Committee and its appointed superintendent and administrators in developing a total educational program in the District which furthers and enhances improved student achievement.

It is the expectation of the District that under normal circumstances teachers will provide four weeks' notice of their resignation.

**ARTICLE 5
SPECIALISTS**

Scheduled itinerant/specialized, graded, credit-bearing classes shall be taught by educators certified by the Rhode Island Department of Education (RIDE) in the applicable content area. A certified Health teacher will teach health classes. This does not limit the role of School Nurse Teachers in supporting health education classes on an as-needed basis, and by mutual agreement between the Health teacher and the School Nurse Teacher.

ARTICLE 6
TEXTBOOKS, TECHNOLOGY, AND SUPPLIES

- A. All teachers shall be provided with all necessary curriculum materials relative to their assignment, as may be approved by the Committee.
- B. The superintendent shall develop a curriculum materials adoption process appropriate for each grade level and subject area. The superintendent and/or his designees, teachers of grades/courses for which the curriculum materials will be adopted, as well as others, will be included in the adoption process. The superintendent shall consider the recommendation of teachers involved in the adoption process.
- C. The Committee will use all reasonable efforts to provide sufficient teaching equipment and supplies as needed in the school system.
- D. Staff members agree to exercise due care in the handling and transmission of texts and supplies -maintaining an accurate record of the students and the texts and supplies that they are assigned.
- E. All teachers shall be provided a desk, chair, file cabinet, space for storing materials, and computer and the Committee will make every effort to continue to do so.
- F. The Association and the superintendent shall appoint four members each to a Standing Committee on Technology. This Committee shall make recommendations to the superintendent regarding the adoption and uses of technology to: reduce paperwork, simplify the collection and analysis of assessment data, expand professional development activities, enhance classroom instruction, and determine other uses of technology that will improve the management of the District, student achievement, and teachers' professional practice. Teachers shall adhere to the Acceptable Use Policy and other technology-related policies of the District.
- G. Teachers shall immediately report stolen, lost or damaged school department equipment and materials, including but not limited to swipe cards, computers, electronic devices, Elmos, and projectors.
 - 1. Lost swipe cards shall immediately be reported to the building principal and the Director of Technology, via e-mail, so that they can be immediately de-activated.
 - 2. Stolen computers (from automobiles or outside of the school) shall be reported immediately to the police department, and a copy of the filed police report shall be submitted to the building principal and Director of Technology.
 - 3. All other lost, stolen, or damaged equipment shall be reported to the building principal on an internal incident report which shall include a signed affidavit to the circumstances related to the loss or damage.
 - 4. Upon receipt of a police or incident report, an investigation of the incident shall be conducted by the building principal and/or appropriate district-level administrator, as necessary.

5. If the investigation determines that the loss or damage is the result of neglectful behavior, the teacher shall either:
 - a. Assume responsibility for replacement/repairs.
 - b. Sign an agreement assuming full responsibility for loss or damage of a replacement device.
 - c. Purchase insurance prior to issuance of a new device.
6. Any signed agreement or insurance policy shall remain in place until the next regularly scheduled cycle of device replacement.

ARTICLE 7

TEACHER EVALUATION

- A. Teachers shall be evaluated using the Rhode Island Model Teacher Evaluation and Support System Edition IV, or current edition as it may change from time to time.
- B. Support professionals shall be evaluated using the Rhode Island Model Support Professional Evaluation and Support System Edition III, or current edition as it may change from time to time.
- C. Any teacher or support professional new to the district shall be evaluated regardless of their evaluation rating in any previous district. Annual evaluations shall continue for the first two years for those teachers who have earned tenure in a previous district and for the first three years for those teachers who did not earn tenure in a previous district.
- D. Notwithstanding the provisions above, all non-tenured teachers and non-tenured support professionals shall be evaluated annually.
- E. Notwithstanding the provisions above, a teacher or support professional shall be evaluated during their first year teaching under a new teaching certificate regardless of tenure.
- F. Areas of the Rhode Island Model Teacher Evaluation and Support System that call for Local Education Agency (LEA) flexibility will be addressed by the District Evaluation Committee including: pre- and post- conferences, complementary evaluators, providing procedural safeguards to ensure the integrity of the system, the length of evaluation conferences, school-wide approaches to professional growth goals, the scheduling of announced visits, artifact review processes and timelines, and Student Learning Objective (SLO) process. Flexibility decisions approved by the District Evaluation Committee, as they may change from time to time, shall be considered an addendum to this contract.
- G. A District Evaluation Committee (DEC), will consist of the Superintendent and Association President or his/her designee from the elected executive board. The Superintendent and President will duly appoint a school-based administrator, three classroom teachers, and a support professional. The duties and responsibilities of the DEC shall be as follows:

- Identify and plan for necessary training/support to certified district staff and their evaluators who are new to the district each year.
- Solicit and review ongoing feedback to consider improvements and implement changes to the district's implementation plans.
- The District Evaluation Committee will recommend professional development topics to the Professional Development Committee, when appropriate.
- Develop and implement an appeals process to ensure the integrity of the evaluation system, as required by RIDE guidelines, but subject, however, to the provisions in paragraph D below.

H. Teachers may challenge their final effectiveness rating through the appeals process determined by the DEC; provided however, that any results of said appeals process are non-binding on the Superintendent and Committee, and are purely advisory to the Superintendent, who shall have final authority to accept or reject, in whole or in part, all results of the appeals process. Should a teacher be aggrieved by the Superintendent's determinations as to his evaluation, then he shall resort to the grievance and arbitration procedures in this Agreement by submitting his grievance at Step 3.

ARTICLE 8 DISCIPLINE

- A. No discipline shall be imposed upon a teacher without just cause.
- B. If a teacher is suspended, or terminated, the teacher and the Association shall be notified simultaneously. The teacher and the Association may file a grievance within ten (10) calendar days of the suspension and termination, exclusive of weekends and holidays. Any such grievance shall be processed in accordance with the grievance-and-arbitration procedures set forth in this Agreement.
- C. Should a teacher grieve his suspension, termination or non-renewal, he shall be deemed to have elected the grievance-and-arbitration procedures herein as his sole and exclusive avenue of review, except where additional recourse is permitted by law.

ARTICLE 9
VACANCIES, TRANSFERS AND ASSIGNMENTS

A. JOB FAIR: The job fair process shall be the primary method for filling teacher vacancies requiring specific RIDE certifications provided the following conditions are followed:

1. Whenever possible, the Job Fair will be held prior to the end of school. A second Job Fair may be held later if needed. An electronic copy of the anticipated vacancies shall be provided to each member no later than one week prior to the Job Fair.
2. Job Fair is one day and will be held annually.
3. Should a teacher be unable to attend the Job Fair, but wishes to bid on a position, he may provide for a proxy. To provide for a proxy, the teacher must complete a proxy form authorizing a single designee to act as the teacher's proxy and submit the form to the Superintendent
4. Teachers maintaining a certification and Highly Qualified status, where applicable, in the subject area of a vacant position shall be presumed to be appropriately qualified for the position and shall be appointed consistent with provisions contained within this Article; provided, however, this presumption may be rebutted where:
 - a. The teacher has received an "Ineffective" rating with her most recent evaluation, or;
 - b. the teacher is on an improvement/assistance plan, or;
 - c. the teacher is non-tenured.

The Superintendent, in his sole discretion, may waive the limitations in a, b, and c.

5. Part-time employees seeking additional employment and non-tenured displaced teachers shall not be prohibited from transferring to vacant positions provided appointments are made consistent with provisions contained within this Article.
6. Seniority, certification, and eligibility for participation (see #4 above) must be verified prior to the Job Fair (included will be those people who will be certified as of June). An updated hard/or electronic copy of the seniority list will be provided to each member one week prior to the Job Fair.
7. All vacant positions (as defined below, except as limited by Article 9.B.2) shall be posted and made available at the Job Fair.
 - a) Vacant Positions are those positions newly created by the Committee after the previous Job Fair, and those positions resulting from any of the following events:
 - i) Retirement
 - ii) Resignation
 - iii) Discharge
 - iv) Promotion
 - v) Death

- vi) Successful Transfer (including in the Job Fair),
- vii) When temporary positions become permanent, or,
- viii) When a part-time position becomes permanent.

8. Vacancies shall be filled in the following order:

- a. A teacher who has been non-renewed, and who can be recalled to his position of record after completing the budget process, shall have his non-renewal rescinded prior to Job Fair.
- b. Job Fair shall be held for all eligible teachers (as defined in this article) interested in transferring to these vacancies.
- c. All selections by teachers shall be honored based upon seniority, appropriate certification, and qualifications defined in Article 9.A.4.
- d. Certified teachers hired for a temporary position (e.g. one year only), shall not be allowed to select a position until all teachers with permanent positions are allowed to make a selection.
- e. No selection shall be allowed under this procedure if the final effect causes the blocking of the recall of a teacher on the recall list, unless
 - i. the blocking is caused by a permanent teacher selecting a position which blocks the recall of a teacher hired for a temporary position
 - ii. the blocking results in a senior teacher on recall being recalled to a position.
- f. After the job fair, teachers on the recall list shall then be recalled in accordance with the provisions of Article 26.

9. Positions remaining vacant at the end of the day of the Job Fair are not open to transfer.

10. Teachers on leave may participate in Job Fair and members on lay off or recall may attend the Job Fair. Any position remaining vacant at the conclusion of Job Fair will first be filled by recall and then posted according to Article 9, Section B.

11. Teachers granted leave for the following year may not bid on positions. However, this shall not apply to a displaced teacher in need of a job of record.

B. JOB POSTINGS: All collective bargaining unit vacancies which do not require a specific RIDE certification, positions that remain vacant after the job fair(s) and teacher placement from the recall list, or those positions which are vacated after the job fair(s) as well as coaching and extracurricular positions shall be filled pursuant to the following procedure. The positions of Superintendent, Special Education Director, Principals and Assistant Principals, Director of Curriculum, and Assistant Special Education Director are specifically excepted.

- a. Notice of vacancies shall be e-mailed to all staff and posted on the District website. Postings shall be made no less than two weeks before the final date for submitting application, unless there is mutual agreement between the parties. The

Association President and Vice-President shall be notified of the postings and provided with a copy of each posting. Each notice of vacancy shall be emailed to every member of the collective bargaining unit, including those on leaves of absence and those on recall.

- b. Postings for positions not requiring a specific RIDE certification shall include specific job qualifications and requirements that will determine an individual's eligibility for application and shall be awarded to the most senior qualified applicant.
- c. Vacancies occurring during the school year shall be posted and filled in accordance with this Article, except that by mutual consent, entry into vacancies that occur during a school year may be delayed until after the close of the school year in which the vacancy occurs. The limitation on bidding contained in Section A. 8 above shall apply to vacancies occurring during the school year.
- d. When a vacancy is to be filled through the job posting/interview process, the Superintendent or designee shall make a request for volunteers from the teaching staff and will select from the volunteers a teacher or teachers to serve on the screening committee. Grade-level leaders, team leaders, and/or department chairs who will work most closely with the new teacher shall serve on the committee and shall be consulted in the selection of remaining members of the screening committee.

C. INVOLUNTARY TRANSFERS: If involuntary transfers or reassignments become necessary, the least senior teacher will be involuntarily transferred if there are not volunteers; however, unless other arrangements are mutually agreed to between the Parties, no teachers shall be involuntarily transferred to a certification for which they were not initially employed in the District.

- a. Notice of involuntary transfers or reassignments will be provided by June 1st if possible, and after July 15th only in instances where required for class size compliance for factors that prohibited administrative notice prior to July 15th. Where notification occurs after July 15th, a support plan shall be developed to assist the teacher in the transfer. No teacher shall forfeit recall rights for refusing involuntary transfer to a certification for which they were not initially employed in the District.
- b. The Superintendent reserves the right to involuntarily transfer a teacher back to a previously held position from which the teacher vacated, by choice or by circumstance, if said teacher earns an evaluation rating of Ineffective during her first year in the new position or if she fails to earn an Effective evaluation rating within the first two years in the new position.

D. OTHER:

- a. Application for position as assistant principals from District employees will be given consideration on the basis of qualifications and seniority.

- b. The District shall maintain job specifications for all positions. Such job descriptions shall be provided to the Association.
- c. If a teacher's position is eliminated, then reestablished prior to the beginning of the school year, the teacher shall be returned to his original (the reestablished) position if he requests the return.
- d. Grievances related to transfers arising under this Article may be taken to expedited arbitration at the election of the Association.

ARTICLE 10
SCHOOL DAY, TEACHER MEETINGS AND SCHOOL YEAR

A. School Day.

- 1. The official hours of the school day shall be determined by the Committee. The total time of the teachers' day at the JSHS shall not exceed six hours and forty-five minutes, except as otherwise stated in Section B below. The total time of the teachers' day at the elementary school shall not exceed six hours and fifty-three minutes, except as otherwise stated in Section B below. The start of the teachers' day shall be fifteen (15) minutes before the start of the students' day.
- 2. In order to better service students, the District and the Association agree to permit some teachers to begin or end their workday in a configuration that is different from the regularly scheduled school day. Agreed upon arrangements would be addressed in a written memorandum. In no instance would the teacher's total work hours exceed or be less than the contractual limitations.
- 3. Teachers in grades PK through six (6) shall have a minimum of a thirty (30) minute duty-free lunch period and a minimum of two hundred and twenty-five (225) minutes per week of preparation time during the student's day, allocated in blocks of no less than thirty (30) minutes per day, five (5) days per week. Teachers in the Junior and Senior High Schools shall have a duty-free lunch period of at least twenty-five (25) minutes and a preparation period of approximately forty-five (45) minutes during the student's day, five (5) days per week.
- 4. Part-time teachers are required to plan in proportion to their FTE status. Each part-time teacher shall provide the building administrator a copy of the teacher's planning time schedule. Planning does not need to occur daily.
- 5. Planning and preparation time shall be used at the teachers' discretion and shall not be unreasonably infringed upon. Teachers shall obtain administrative permission for reasonable requests to leave the building during their planning and preparation time.
- 6. Teachers, whose work requires set-up (i.e. art, physical education), required to travel between buildings shall be provided a minimum of thirty (30) minutes of travel time.

B. Teacher Meetings

1. There shall be ten (10) monthly one-hour after-school faculty meetings which shall begin ten (10) minutes after the students' school day ends. Three of the monthly meetings shall be reserved for department/team/grade-level meetings as outlined in Article 10.B.2 below. There may be a 30 minute mandatory faculty meeting regarding NECAP/PARCC administration. Should there be a need for additional mandatory faculty meetings, teachers will be provided with at least two (2) week's advanced notice and will be paid for their attendance at the rate of \$40.00 per hour, unless said meeting is called by the Superintendent or school principal to address an emergency health or safety issue. All other general faculty meetings will be voluntary. A tentative schedule of meetings will be developed and distributed in September. Meeting agendas will be distributed to teachers no later than five (5) school days in advance of the meeting.
 - a. Meetings will begin ten (10) minutes after the students' day ends. Meetings are not to exceed one (1) hour. Under normal circumstances, forty-eight (48) hour notice will be given for cancellation of any meetings. Requirements to attend the above meetings will be proportional to work in the building.
 - b. The Association will be provided with no more than ten minutes at the beginning of each after-school meeting in order to address members. Non-bargaining unit staff may remain during such time.
 - c. The general faculty meeting which follows shall not exceed sixty minutes.
 - d. A tentative schedule of meetings will be developed and distributed in September.
 - e. At the elementary schools, at least one of the designated team meetings will be designated for the Student Placement Process.
2. Department/team/grade-level meeting agenda topics shall be developed collaboratively with the building principal and the Department Chairs at the secondary level or the Team Leaders or team members at the elementary level.
3. Faculty members not assigned to a specific department or team at the elementary school will meet with the building principal to set a yearly schedule/agenda (including the content of meetings) and shall not be assigned to a meeting that is not adjacent to their normal school day.
4. The Superintendent in collaboration with building administrators and the District Evaluation Committee shall develop professional development meeting agenda topics. Topics will support professional goals, the school or District Strategic Plan, or any other relevant topics identified to support teacher's professional practice. Meeting agendas will be distributed to teachers no later than five (5) school days in advance of the meeting.
 - a. In the event that the topic for a professional development meeting is not relevant to an individual or group of teachers, they may select an alternative topic for independent

or collaborative professional development which must be approved in advance by the building principal or the Superintendent.

- b. During the weeks that these meetings are held, after school Common Planning Time requirements shall be waived.
5. The building principal may excuse a teacher from attendance at a required teacher meeting (as outlined in 1, 2, and 3 above) for extenuating circumstances only. Unexcused non-attendance at these mandatory meetings will require discharge of recognized paid leave (i.e., sick leave, personal leave).
 6. Teachers shall be required to attend at least two evening meetings each year for open house (or its equivalent) or parent conferences as determined by administration.
 - a. Teachers are responsible to be present in school for their conferences and for informing the administration of their conference schedule. The time the teacher spends at school for conferences may be flexible, as long as such flexibility does not reduce the length or availability of conferences.
 7. Teachers shall be required to attend Common Planning Time meetings at the Junior and Senior High Schools forty (40) minutes, once per week. Teachers can determine the day for these meetings, except for administrator-planned meetings, which will occur on Thursdays.
 - a. Administrators, department heads, and/or team leaders will develop a list of common planning activities that can include but not be limited to data analysis, curriculum, lesson, and assessment alignment with approved standards, examination of student work and teacher assignments, addressing student needs especially those with the highest needs, and providing opportunities for group professional development. It is recognized that there are activities related to achieving and maintaining accreditation through NEASC that are aligned with the above stated objectives of common planning and may be done during common planning. However, common planning will not be the sole mechanism for completing NEASC work. Common planning activities will accommodate a balance between activities necessary to achieve district or state initiatives and activities selected by teachers.
 - b. All members of the bargaining unit are expected to account for the time and the outcomes for each common planning session. Time will be accounted for by participants signing in for each session. Outcomes will be accounted for by a brief written summary of each session and a sharing of any work product. The summary will be submitted to the building principal at the conclusion of each session. Administration will follow up through classroom visits and discussion.
 8. Other Meetings
 - a. Unless otherwise unavoidable, teachers shall not be called to meetings (i.e., IEPs, PLPs, 504s, eligibility, intervention) during their planning or lunch periods. The

objective of the Parties is to assure all parents an opportunity to have a substantive conference with their child's teacher.

- b. In the event that such scheduling is unavoidable and a teacher is required to attend a meeting during his planning or lunch period, or any portion thereof, he shall be compensated at the standard cover rate unless an alternate planning or lunch period is arranged; provided the alternate lunch occurs during a regularly scheduled lunch. When feasible, at the Junior High, all IEP and other similar meetings will be scheduled during Team Common Planning time.
- c. Parent conferences will be scheduled by mutual agreement between the teacher and the parent. Every reasonable effort will be made to accommodate a parent's request.

C. School Year

1. The school year will consist of one hundred eighty-four (184) days, of which one hundred eighty (180) days shall be assigned for direct teaching.
2. There shall be one (1) Orientation Day facilitated by administration, except that one (1) hour shall be designated for Union business. Thirty (30) minutes will be designated for union business during the last professional development and Senior Project Day.
3. The remaining three (3) days shall be used for Parent Teacher Conferences and/or Professional Development. Up to one-half (1/2) day may be assigned for scoring Senior Projects. Elementary teachers will be allotted at least one-half (1/2) day and one designated after-school teacher meeting for Student Placement Meetings. Teachers shall receive an agenda for each professional development day no later than five (5) days prior to the professional development day.
4. There shall be one (1) additional day set aside as New Teacher Orientation for first-year teachers and teachers new to the District. The agenda for New Teacher Orientation shall include an overview of the Teacher Evaluation Process and completing required forms for employment and employee benefits. One (1) hour shall be designated for Union business.
5. High School Guidance Counselors' contractual year shall be one hundred ninety (190) days, inclusive of three (3) days served before the start of the regular one hundred eighty-four (184) day school year and three (3) days after the close of the regular one hundred eighty-four (184) day school year. The additional six (6) days shall each be paid at the one hundred eighty-four (184) per diem rate. To allow for additional work when school is not in session, up to five (5) of the one hundred eighty-four (184) school days may be flexed with mutual agreement between the administrator responsible for Guidance services and the guidance counselor.
6. The school year for school nurse teachers shall be one hundred eighty-six (186) school days, inclusive of two (2) days served prior to the start of the regular one hundred eighty-four (184) day school year. The additional two (2) days shall each be paid at the one hundred eighty-four (184) per diem rate. These days may be worked as two (2) full days

or any equivalent thereof based on mutual agreement between each nurse and her building administrator.

7. To the extent practicable, the school calendar shall reflect the same number of instructional days per marking period at each school. The end date for each marking period shall be adjusted for school cancellations.

ARTICLE 11

REPORT CARDS, COMMUNICATING STUDENT PROGRESS, AND LESSON PLANS

- A. **Report Cards.** Teachers will be allowed five (5) working days from the close of a marking period to input report card grades. Grades for the final marking period will be submitted on the last day of school. For final exams given the last day of school, teachers must report numerical grades for all failing students by the end of the day. Final grades for all other exams given that day must be reported by the end of the next work day. Marks given to students by teachers may not be unilaterally changed without just cause and consultation with the teacher.
- B. **Communicating Student Progress.** All teachers shall, with sufficient frequency and regularity, apprise parents/guardians of student progress. Teachers will post assignments and grades on the District's student information system, provided that such system is available, within seven (7) school days of the assignment due date, except that grades for major assignments such as significant projects or research papers shall be posted as soon as reasonably possible. Provided, however, that in no case shall a major assignment grade be entered into the student information system without ongoing feedback along the way and sufficient time for students/parents to address deficiencies.
- C. **Lesson Plans.** Daily lesson plans shall be kept at least one (1) week in advance for use by a daily substitute teacher or cover. Teachers may prepare an alternative lesson plan and keep it available in a designated desk location for a daily substitute's use. Alternate lesson plans should be reviewed and updated periodically in order to keep current and usable.

Plan books, or the equivalent alternative to traditional plan books, shall be available to supervisors and administrators at all times.

ARTICLE 12

TEACHER SCHEDULES, PREPARATIONS, CLASS LOADS AND STUDENT PLACEMENT

A) Teacher Schedules

- 1) Notice of Schedule. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subject that they will teach, and any special or unusual courses or assignments that they will have by June 1st or prior to the Job Fair. In the event that the Administration fails to provide such notice or, subsequent to June 1 or prior to the Job Fair deadline, makes a change in a teacher's schedule, said teacher shall be provided with adequate time in order to adequately prepare for the new assignment. In some cases a substitute teacher may need to be provided.
 - a) The Association shall be provided with: the names of all part-time teachers, the class/caseload for the respective part-time teachers, and the FTE equivalent used in calculation of the respective part-time teacher compensation.
- 2) Equity in teacher movement shall be a criterion in room assignments. When assigning rooms consideration will be given to the following: teaming, course content, and minimizing transition time for teachers and students.
- 3) The schedule at the Senior High School shall include a daily block of approximately 25 minutes in length, to be used for Academic Enrichment, RtI, or Advisor/Advisee. To every extent possible, Advisors shall loop with their Advisees.
- 4) The schedule at the Junior High School shall include two (2) daily blocks of approximately twenty-five (25) minutes in length, to be used for Academic Enrichment, RtI, or Advisor/Advisee. To every extent possible, Advisors shall loop with their Advisees.
- 5) When a parent conference is required in connection with student status regarding benchmarks, the Senior Project Coordinator shall meet with the parents of the student. The Senior Project Coordinator shall be responsible for scheduling said meetings.
- 6) All bargaining unit members, except those otherwise excluded, shall be assigned an Advisory. Part time teachers, itinerant teachers, and those with conflicting duties may not be assigned advisories when mutually agreed to by the parties.
- 7) The School Nurse Teacher and the Senior Project Coordinator shall be excluded from an Advisory assignment. The Senior Project Coordinator shall utilize the Advisory block for the purpose of meeting with groups of students to communicate graduation requirements or with individual students to track and monitor graduation benchmarks.
- 8) The School Psychologist, School Social Worker, and School Guidance Counselors may be excluded from an Advisory assignment. The School Psychologist and School Social Worker may provide clinical supports to students and/or collaborate with administration and/or staff about the needs of individual students. Guidance Counselors may provide academic and other counseling services consistent with a Comprehensive Guidance Program referenced in the Basic Education Program (BEP).

- 9) Should Advisor/Advisee be mandated or desired by the Parties at grades 5 and 6, adequate time for program development, review of best practice, and professional development shall be provided.
- 10) Any meeting or assembly for students may be planned during class time; however teachers must receive notice at least 48 hours in advance, except in an emergency.

B) HIGH SCHOOL

- 1) **High School Schedule:** The High School (grades 9-12) will operate on a 4 x 4 block, four periods per day, with an embedded A/B block for one-half credit courses.
- 2) **High School Teaching Assignments.** The administration at the senior high school shall develop a master schedule and matrix of course offerings based upon enrollment and students course selection. Thereafter, the administration shall solicit and consider any input from department chairs. In course selection due consideration must be given to various certifications within a single department. Whenever practical, all teachers shall carry an equitable number of preparations. In no case may a teacher be denied a full teaching schedule due to a more senior teacher's preference. The Department Chairs and teachers in grades 9-12 will work out schedules and specific teaching assignments cooperatively at a meeting where all members of the department are present. At the conclusion of the meeting each teacher will indicate his agreement with said schedule and assignment by signing off on a copy of the schedule. Thereafter, the signed copy of the schedule shall be submitted to the principal for review.
- 3) **High School Preparations:**
 - a) Teachers of full credit courses shall be limited to two (2) preparations per semester and four (4) preparations per year.
 - b) Teachers who teach one-half credit course in the embedded A/B Block, shall be limited to three (3) preparations per semester whenever possible, but no more than four (4) preparations per semester.
 - c) Teachers assigned an elective where two (2) sections run shall be assigned both sections. Where there are more than two (2) sections of an elective running class assignments shall be collaboratively worked out within the department.
 - d) Exceptions to the preparation requirements shall be considered on a case-by-case basis, with the consent of the teacher, department chair (where appropriate), principal and EWGTA.
- 4) **High School Class Load:** Full-Time teachers will teach six (6) classes, three (3) each semester. Part-time teachers will teach in increments of one-sixth.

C) JUNIOR HIGH SCHOOL

- 1) **Junior High School Schedule:** The Junior High School (grades 7-8) will operate on a seven (7) period day, a block schedule, or a combination thereof.
- 2) **Looping:** Looping shall be defined as a team of teachers, including specialists whenever possible, teaching in two (2) consecutive grade levels who maintain the same core roster

of students for two (2) levels before repeating the cycle.

- a) It is understood, however, that by mutual agreement between the teachers and after consulting with the building administration, teachers may remain in a grade level and not loop.
 - b) Elimination of Team/Reduction in Teaching Load. In the event that the Committee determines that it is necessary to reduce the schedule of looping teachers (i.e. reduce from full time to part time) or to eliminate a team or position, it shall:
 1. So notify the Association President
 2. Conduct an internal team assignment process allowing for team members to select new team compositions based on seniority
 3. Post all remaining EWG Junior High School looping positions at the job fair.
 - c) Team changes for students may be granted by the superintendent after a meeting is held with the requesting parent(s) and the team teachers if in the best educational interests of the student(s).
- 3) **Junior High School Preparations:** Teachers shall not be required to teach in more than two (2) subject matter areas. Teachers will not be required to have more than three (3) lesson preparations. For purposes of this article, a preparation is defined as a level of a course within a subject matter area.
 - 4) **Junior High School Class Load:** Full-time Core Subject Matter teachers (Math, Science, Social Studies, English) shall teach four (4) core classes and the full academic enrichment block per day. The team and administration shall develop said schedule collaboratively.
 - 5) Non-Core Subject Matter teachers (Special Education, Art, Music, Physical Education, Foreign Language, Health, Technology, Reading Specialists and Interventionists) shall teach five (5) classes per day, which may include either five (5) classes in their subject area or four (4) classes in their subject area and the full academic enrichment block per day. The team and administration shall develop said schedule collaboratively.
 - 6) Teams may elect to collaboratively develop flexible schedules, within parameters of time and non-core subject matter teacher schedules, that respond to student needs and best practices.

D) ELEMENTARY SCHOOL

- 1) In grades K-6, a schedule shall be developed that identifies common instructional times for various content classes at a particular grade level. This schedule shall be designed to ensure the efficiency of specialist's schedules and provide optimal levels of student support based on needs.
- 2) Elementary classroom teachers will not be required to travel from room to room.
- 3) When a teacher in a special area is in charge of an elementary school teacher's class, the regular teacher may leave the classroom.

E) Changes to the Schedule

- 1) Any contemplated change to the schedule of a school shall require discussion with the Association of the rationale and effects of such change, input from the membership in the affected school, impact bargaining with the Association, and the respective ratifications by the members of the Association in the affected school and the Committee.

F) Student Placement

- 1) In grades K-8, a placement process and committee, representing administration, grade-level teachers and specialists shall convene to determine placement for the ensuing school year as follows:
 - a) Step 1: The special education teachers and Special Education Director will identify the groups of students with documented educational/program needs;
 - b) Step 2: The superintendent will identify the level of support professional and special education teacher staffing to be provided at each grade level;
 - c) Step 3: The sending teachers shall complete a student placement card, created by the receiving team, for each student in his/her class. These forms will be secured and sent to the receiving team to be used for placement purposes.
 - d) Step 4: Receiving and sending teams shall meet prior to final student placement.
 - e) Step 5: All students with documented educational programs/plans shall be grouped according to similar needs by the building principal with input from the Director of Special Education and grade-level teachers. These groups of students shall be distributed evenly among all grade-level classrooms by the receiving teachers at the placement meeting;
 - f) Step 6: Remaining students are placed by the receiving team and classes are reviewed for balance, to the extent possible, noting that balance does not always equate to equal class size across the grade level;
 - g) Step 7: All members of the Placement Committee must sign a placement sign off sheet;
 - h) Step 8: Team teachers shall choose class lists developed during the placement process.
- 2) The Placement Committee shall reconvene to address any changes and new enrollments that may occur during the summer.
- 3) A system of yearly rotation of groups of students with similar needs shall be implemented whenever the grade-level team cannot agree to teacher preferences.
- 4) Whenever a new student enrolls after the start of a school year, the principal shall convene the grade-level teachers to review the student's profile and determine appropriate placement for the child. If the new student has documented academic needs, he/she shall be placed with like-peers to ensure the provision of services.
- 5) When it is determined that a student with special education services is to be transitioned into a regular classroom for all or part of a school day, the principal or the Director of Special Education shall convene the grade-level teachers to review the student's profile

and determine appropriate placement and transition supports for the child.

- 6) Self-contained student participation in social activities such as snack time, special projects, morning announcements, or other appropriate non-instructional events in the regular education classroom shall be accompanied by support staff depending on the needs of the students.

G. Special Educator Teaching Assignments

- 1) Special Education services will be determined by the needs identified in student's Individualized Education Programs (IEPs).
- 2) The co-teaching instructional models may be employed at the senior high school as an approach to servicing the needs of all students in an inclusionary setting. All classrooms assigned to employ the co-teaching model at the senior high school will be staffed by a regular educator and a special educator who shall share responsibility for planning, instruction, assessment and implementing provisions of the IEP. The regular educator is the teacher of record for assigning report card grades.
- 3) The co-teaching instructional models may be employed at the elementary and junior high schools as an approach to servicing the needs of all students in an inclusionary setting. Co-teaching assignments may be established for any portion of the students' instructional program and the special educator shall be assigned to that portion of the class without interruption. Where this model is implemented, the regular education teacher and special educator shall share responsibility for planning, instruction, assessment, and implementing provisions of the IEP. The regular educator is the teacher of record for assigning report card grades.
- 4) Highly Qualified self-contained special educators who include and support students for particular content instruction may maintain their status as the teacher of record for assigning report card grades, as appropriate for the individual student(s).
- 5) Unless waived by the principal, first year teachers, teachers new to the grade level or teachers on Teacher Improvement/Assistance Plans shall not be assigned to employ the co-teaching model of instruction. In the event that co-teaching assignments cannot be staffed through eligible volunteer placement, assignment will be determined by lottery.
- 6) For planning purposes, K-12 teachers assigned to employ the co-teaching model shall be assigned the same preparation period at least one time per week. Should the schedule prohibit such weekly planning during the contractual day, teachers assigned to employ the co-teaching model will be allocated up to 20 hours per teacher per year in the elementary and junior high and up to 10 hours per teacher per semester in the high school for common planning. Teachers who are co-teaching with more than one teacher shall have up to 30 hours at the elementary and junior high and up to 15 hours per semester at the high school for common planning. These hours may be discharged only when the co-teachers do not have time to plan together during the contractual school day.

- 7) Compensation for such planning time will be at the rate of \$31/hour. Teachers must present documentation of the dates and times the common planning occurred to receive compensation. The principal shall affix his/her signature to this documentation to verify that (1) scheduling did not allow for common planning to occur during the contractual day and (2) to the best of his knowledge, the documentation presented is valid.

H) Additional Support:

Requests to revisit classroom behavioral and/or academic challenges in order to direct available supports to the areas of greatest need shall be made to the building principal. The building administrator(s) shall assess such requests and convene a meeting with the affected grade-level leaders, the Director of Special Education (as appropriate), the teacher who requested additional support, and the Superintendent (as appropriate) to determine if a shift in available supports or additional support is warranted. Plans to shift supports shall be developed at this meeting and the building principal shall be responsible for facilitating and monitoring the implementation of said support plan(s).

**ARTICLE 13
CLASS SIZE**

A. The policy for class size in the District will be as follows:

<u>Grade</u>	<u>Class Size</u>
K	19 (max)
Grades 1-2	21 (max)
Grade 3	22 (max)
Grades 4-5	24 (max)
Grade 6	25 (max)
Grades 7- 8	125/27*
Grades 9-12	25** (max)

* Class size for grades 7 and 8 are based on total per teacher of one hundred twenty-five (125). Beginning with the 2016-2017 school year, for 7th grade, and the 2017-2018 school year, for 8th grade, teams have the flexibility to adjust their class rosters based on student needs so that no more than two (2) periods are in excess of twenty-five (25) students. Team adjustments shall not result in class overages for on or off-team courses.

** Full credit and Physical education classes for grades 9-12 will not exceed 25 students. This does not waive the Band/Chorus exception. One-half credit courses taught in the embedded A/B Block shall average twenty (20) students for each teacher and shall not exceed twenty-five (25), unless otherwise limited by the number of student stations required for instruction.

1. In the event that split grade level classes in grades K-6 are created, special consideration shall be given to the needs of the students and the number of students assigned to the classroom in consultation with the EWGTA.

2. Class size for special education shall comply with state regulations.

3. Advisor/Advisee at the High School shall not exceed 13 students. Advisor/Advisee at the Junior High School shall not exceed 13 students.

4. Class size in grades K-8 will be in compliance by the fifteenth (15th) day of school. Class size in grades 9-12 will be in compliance by the seventh (7th) day of each semester. The Administration must provide the Association with the class enrollment of each teacher by the fifteenth (15th) day of school for grades K-8 and by the seventh (7th) day of the semester for grades 9-12. If the administration becomes aware of a class size violation it shall provide notice to the Association as soon as practicable.

5. To accommodate unanticipated summer changes to enrollment that impact class size, the class size maximum of grades 1-8 (grades 1-7 in the 2016-2017 school year) may be increased by no more than one (1) student per classroom in no more than 10% of the total classrooms in grades 1-8 (1-7 in the 2016-17 school year), with that value rounded up to the next whole number, prior to the start of the new school year. No more than two (2) classrooms at a grade level may begin over the class size maximum. Additionally, if students move into the district and enroll in Exeter-West Greenwich schools after the beginning of the school year, the class size maximum of the affected grade level(s) may be increased by no more than one (1) student.

6. If it is necessary for a class to exceed the maximum number of students, the Committee agrees to compensate each teacher who has more than the maximum number of students in any class or section as follows:

- a) For day-long assignments: a fraction equaling one student of the class maximum (ex: 1/19 for Kindergarten; 1/25 for Grade 6) of the teacher's daily rate of pay for each student assigned to the teacher above the class maximum.
- b) For one-course assignments:
 - Elementary Specialists: 1/6 of 1/(max at grade level) of the teacher's daily rate of pay for each student assigned to the teacher above the class maximum.
 - Junior High School: 1/5 of 1/25 of the teacher's daily rate of pay for each student assigned to the teacher above the class maximum.
 - Senior High School: 1/3 of 1/25 of the teacher's daily rate of pay for full-credit courses; 1/6 of 1/25 of the teacher's daily rate of pay for Physical Education courses; 1/6 of 1/20 for all other A/B courses.

7. Class size in the contract shall mean the number of regularly enrolled students in the same class plus any included student who is assigned by administration to the class for that part of the school day. An included student shall only be counted in the total while that student is in the regular education classroom. The total number of students in the class at any one time shall not exceed the maximum stated in the contract, or the classroom teacher shall be compensated consistent with Article 13, 6. (above). Students who are out of the regular education classroom receiving special services such as speech, remedial reading, guidance, resource, etc., shall be counted as part of the number of students for that regular education classroom. Students who are

out of the classroom and who are assigned to a self-contained special education classroom for that period shall not be counted as part of the total for the regular education classroom for that period of time. Both parties agree that self-contained student participation in social activities such as snack time, special projects, morning announcements, or other appropriate non-instructional events in the regular education classroom shall not constitute a violation of class size maxima.

8. Should any class size grievance arise out of the above, it will be processed through expedited arbitration for hearing within thirty (30) days and a decision due seven (7) days after hearing.

ARTICLE 14

PAYROLL SCHEDULE AND PAYROLL DEDUCTIONS

- A. All teachers shall be paid biweekly in twenty-six (26) equal installments during the contractual year. Upon request of a teacher by June 1st, he shall be paid his remaining salary payments on the 22nd pay period. If the payday falls during a vacation, teachers will receive their pay the last school day before vacation. Deposits to 403(b) accounts will be made after each pay period.
- B. Advisors of extra-curricular activities shall be paid upon completion of the assignment.
- C. Itinerant teachers who cover more than one (1) school per day and use their car for school business will be compensated for use of their autos, in accordance with Committee policy, at the rate provided by the IRS.
- D. **Credit for Prior Teaching Experience.** New teachers may be given full increment credit for previous outside teaching experiences. Teachers shall be given credit for each full teaching year in Rhode Island public schools. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year.
- E. In unusual and infrequent circumstances, up to two (2) extra increments on the salary scale may be allowed in order to compensate or retain in the system teachers of high demand certification areas.
- F. Coaches and teachers or sponsors of extra-curricular activities shall be voluntary. Compensation for this service will be as set forth in Appendix (B) which is attached hereto and made a part hereof.
- G. The Committee agrees to include sick time and personal time discharged during each pay period on the pay stub. The pay stub shall also include the employee's balance of sick and personal time.
- H. The Committee agrees to deduct from the salaries of members of the bargaining unit who sign an authorization card, dues for the Association, National Education Association

Rhode Island, and National Education Association, as such members individually and voluntarily authorize the Committee in writing to do so, on the form provided by the National Education Association Rhode Island membership cards. The monies so deducted will be forwarded monthly to the Association. The Association agrees to supply the Committee with an up-to-date list of members in the Association by October 15th annually.

- I. It is understood that the Committee will discontinue such deductions for any school year only if notified in writing. Members waive all right and claim for said monies so deducted and transmitted in accordance with this authorization. The Association shall indemnify, defend, save and hold harmless the Committee and any of its agents, employees or representatives performing required duties of the Committee against any and all claims, demands, suits, orders, judgments or other forms of liability, of any nature, brought or issued against the Committee as a result of the Committee's compliance with the dues deduction provisions of this Article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Committee.
- J. The Association will give the superintendent thirty (30) days' notice in writing prior to the effective date of any change in the membership dues to be deducted.
- K. Deductions referred to above will be made in twenty (20) equal installments starting with the first payroll in September. The Committee will not be required to honor for any month's deduction any authorizations that are delivered to it later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made.

ARTICLE 15
NON-TEACHING ASSIGNMENTS

A. **High School.** Teachers at EWGHS may be assigned supervisory duties and/or common planning time during the teacher workday for up to forty (40) minutes per day, no more than three (3) times per week, of which no more than two (2) may be supervisory. Said assigned responsibilities shall not interfere with the preparation time entitlement of approximately forty-five (45) minutes per day, as outlined in Article 10.

(1) Every effort shall be made to strategically assign teacher preparation periods so as to provide opportunities for Common Planning Time among all members or a subset of members from a department based upon teaching assignments, and/or teachers assigned to a co-teaching classroom. This time may be assigned according to Article 15, A (above).

(2) Supervisory duties may include hallway supervision, cafeteria supervision, and/or parking lot supervision. All teachers may be assigned hallway supervision during the students' school day. Cafeteria supervision during one student lunch period, hallway or cafeteria supervision prior to the students' school day and parking lot supervision may be assigned only to those teachers who have volunteered for said assignments.

(3) Supervisory duties shall be assigned equitably based upon teacher preferences, availability and seniority. A supervisory duty preference sheet shall be distributed to staff prior to the close of the previous school year. The supervisory duty schedule shall be available for review by the Association President and/or his designee.

(4) Additional supervisory duties may be assigned to any teacher during half-day release time (for example, the exam schedule), or during normal instructional times when there are no children present (for example, after seniors complete their instructional year).

B. **Junior High School.** Core Team members shall be assigned Team Meeting four days per week. On the fifth day, Core Teachers may be assigned only Collaborative Planning (except that Special Education service providers may attend to other legal requirements of their position such as parent meetings, testing and I.E.P. development). Team Leaders do not participate in the fifth meeting of the week. The Team and Collaborative Planning meetings may focus on Response to Intervention (RtI); Collaborative Planning; Planning for and meeting about students and their education; and building level or district initiatives.

(1) Specialists may be assigned hallway supervision and/or cafeteria supervision, no more than three (3) times per week. All specialists may be assigned hallway supervision. Cafeteria supervision may be assigned only to those teachers who have volunteered for said assignments. Said assigned responsibilities shall not interfere with the preparation time entitlement of approximately forty-five (45)

minutes per day, as outlined in Article 10. When the schedule allows, specialists shall be assigned to one (1) common planning time meeting per week in lieu of one (1) supervisory assignment.

- (2) Duties shall be distributed equitably among all specialists based upon preferences, availability and seniority.

- C. **Elementary School.** Teachers may be assigned either morning or afternoon bus duty, up to an average of two and one-half (2.5) times per week, within the working day. Bus duty assignments shall be distributed equitably among all eligible teachers. A daily recess period of fifteen (15) minutes shall be scheduled. Recess may be cancelled by administration for reasons related to the health and safety of students. Teachers will not be assigned recess duty. Any additional recess will be at the discretion of the teacher.
- D. Teachers shall be assigned duties in the school(s) in which they teach. Duties for shared staff shall be proportional to their teaching assignments.
- E. The president and vice president of the Association, as well as NEASC chairs preparing for an accreditation visit, shall be excluded from supervisory duty assignments, except as otherwise outlined in section A, 4 (above).
- F. **Emergency Duties.** In the event of a school-wide emergency or threat to the safety and security of students and staff, teachers will work cooperatively with the administration in assuming responsibilities and duties such as supervising students in hallways, cafeteria, restrooms, bus loading and unloading, parking lots, and school grounds in order to maintain a safe environment until the threat or emergency is resolved.

ARTICLE 16 SUMMER SCHOOL

- A. All openings for summer school teachers will be posted in each school and on the District website. Openings shall be posted as early as possible and normally not less than ten (10) days prior to the start of summer school. Applications must be submitted within one (1) week of the posting of said notice. Teachers who have applied for summer school positions will be notified of the action taken regarding their applications as early as possible.
- B. Positions in summer school will be filled first by regularly appointed teachers in the District based on certification and seniority except in cases where special qualifications or training are required, in which case consideration will be given to a teacher's area of certification, most recent relevant assignment, and length of continuous service in the District.

ARTICLE 17
AUXILIARY POSITIONS

A. Special Programs. Special programs encompass a variety of jobs teachers perform beyond their contractual school day/year for which compensation is provided. These jobs fall into various categories, such as supervision of students, teaching students, tutoring, and teacher training.

1. All job openings for which additional compensation is provided shall be filled by qualified district teachers unless there are no internal applicants for said position(s). Only when/if all else is equal will seniority be considered in the selection of candidates among internal applicants for these positions.
2. Selection shall be based on the following criteria (as applicable):
 - (a) Educational background and certification;
 - (b) Related school-work experience;
 - (c) Contributions made to the profession both within and outside of the district;
 - (d) Past job performance as demonstrated by evaluation, references, and other pertinent information;
 - (e) Professional artifacts

B. Categories of Jobs

1. Non-teaching (Supervision, Curriculum Writing, RtI Team, Co-Teaching Planning, etc.) shall be paid at the rate of \$31 per hour.
2. Student instruction (Tutoring, Ramp-Up, Summer School, After-School Academies, etc.) shall be paid at the rate of \$34 per hour.
 - a. At the beginning of the school year, the district shall request teacher volunteers to be considered for tutoring assignments. As tutoring assignments become available, teachers from this list of volunteers shall be called on a rotating basis based on certification area.
3. Teacher trainers shall be paid at the rate of \$60 per hour for each hour of training and each hour of preparation. Preparation time shall be mutually agreed upon between the teacher trainer and the school or district administrator organizing said training activity in advance, but shall not exceed the number of hours of training time (for example: For two (2) hours of training, preparation time shall not exceed two (2) hours).

C. Teachers who serve in auxiliary positions serve on a year-to-year basis. Auxiliary positions will be posted and filled every year.

D. Teachers who hold an auxiliary position shall not leave their primary teaching assignment prior to its completion to perform the auxiliary job. Exceptions may be granted by the principal for special activities.

ARTICLE 18

ABSENCES, LEAVES, AND LEAVES WITHOUT PAY

- A. 1. **Sick-Leave Policy.** Sick leave with pay will be granted because of a medically necessary absence caused by non-work-related personal illness, injury, condition or prescribed medical test or procedure, which prevents a teacher from performing his regular duties. Sick leave will not be allowed unless notification of illness, injury, or condition or prescribed medical test or procedure is given to the designated sub-coordinator by the teacher before the time scheduled to start work, where practicable.

Teachers will be allowed sixteen (16) sick days per year accumulative. The accumulated sick leave for employees hired after September 1, 2004, shall be capped at 185 days. A doctor's certificate shall be required after four (4) consecutive days. The Committee may grant additional sick leave in hardship cases.

2. Upon request any teacher shall be notified each year as to his total accumulation of sick days.
3. In the event that a teacher must take sick leave pursuant to this Article for a period in excess of four (4) days, or if a teacher discharges sick leave in a pattern indicative of abuse, then said teacher shall be required to submit a physician's certificate to the superintendent or his designee.

Teachers and the Association acknowledge that regular and predictable attendance is an essential function of their employment. Abuse of sick leave may lead to discipline.

The Committee shall have the right to have a teacher who is disabled from performing his duties for more than thirty (30) consecutive school days examined by a physician of its choice at no expense to the employee.

4. Sick leave will be allowed in the case of the pregnancy of a teacher and after childbirth, provided that the teacher shall provide medical certification that she is physically unable to continue work while pregnant and/or that she is physically unable to resume her work after childbirth. Consistent with governing provisions or controlling case law, any sick leave discharged under this section shall be counted against a teachers' qualifying leave entitlements under the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq. ("FMLA") and/or the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. § 28-48-1, et seq., ("RIPFMLA").
5. Sick leave/personal leave may be discharged in increments of one day, one-half day, or one-quarter day. Teachers must inform their administrator and contact the payroll clerk when discharging an increment that is less than one-half day. Should this process for notification be modified in the future, the Association will be

consulted and then informed regarding the implementation of the new process for notification.

- B. **Illness in Family.** In circumstances in which a member of a teacher's immediate family is ill, sick leave shall be discharged from the teacher's sick-leave accumulation. Immediate family is defined as spouse, child, or parent, mother-in-law, father-in-law, civil union partner (as provided for in Rhode Island's Civil Unions act, R.I.G.L. § 15-3.1-1 *et seq.*), or domestic partner. The method employed by the State of Rhode Island to satisfy the determination of a domestic partner relationship as of the date of execution of this Agreement shall suffice to demonstrate such a relationship for purposes of this Agreement. A doctor's certificate may be required to satisfy the medical necessity or justification for leave under this section. Consistent with governing provisions or controlling case law, any sick leave discharged under this section shall be counted against a teacher's qualifying leave entitlements under the FMLA and/or the RIPFMLA.
- C. **Bereavement Leave.** Leave due to death in family shall be approved by the superintendent. When a death occurs in the immediate family of a teacher, the school(s) that said teacher is affiliated with may send a delegation on behalf of the school(s) to the funeral provided that appropriate voluntary coverage, as determined by the principal, is available within the building to cover the classes of the delegation teachers
- D. **Personal/Emergency Leave.** Teachers shall be allowed three (3) personal or emergency days with pay each year to attend to personal and/or family matters that cannot otherwise be scheduled outside of the normal work day. Requests for the use of personal and/or emergency days shall be entered into the attendance system and shall be considered approved, except that requests for the use of personal and/or emergency days prior to or after a vacation or holiday and requests to use multiple days consecutively shall require advanced (48 hours) written notification with justification to the Superintendent and shall require his written approval. Unused personal and/or emergency leave shall be accumulated as sick leave.
- E. **Military Leave for Training.** Teachers whose absence is necessitated by military training will be paid an amount of regular pay minus any amounts received for attending the military training to a maximum of two (2) weeks' pay.
- F. **Jury Duty.** Teachers whose absence is necessitated by jury duty will be paid an amount of regular pay minus any amounts received for jury duty service.
- G. **Leave with Pay.** Leave with pay will be granted to the Association President for the purpose of conducting Association business such as attending Association-related arbitrations, grievances, and/or Commissioner of Education, labor board, judicial or administrative hearings. In addition, the Association President will be granted up to three (3) days for attendance at NEA/NEA RI Conferences.
- H. **Legislative Leave.** Teachers who are members of the General Assembly will be provided with flexible work schedules to attend to the business of the General Assembly.

- I. **Leave for Legal Proceedings.** Teachers whose absence is necessitated by their appearing in a legal proceeding shall be paid up to two (2) days per year for the amount of time necessary to appear therein provided that they are required by law to attend. Teachers whose absence is necessitated by their appearing in a legal proceeding beyond two (2) days per year shall have the choice of discharging personal or sick leave days to attend to the proceedings. Advance notice of such usage shall be given.
- J. **Religious Holidays.** Employees shall be granted two (2) paid days for religious observances. Additional religious days will be granted, but will require the discharge of personal or sick time. Advance notice of such usage shall be given.
- K. **Additional Time Off.** Teachers will be allowed additional time off with pay when their reasons are considered valid by the school principal and superintendent or Committee. Whenever possible, application must be made not less than two (2) weeks in advance.
- L. **Rights of Veterans and Members of the Uniformed Services.** The Committee and Association will comply with the Uniformed Services Employment and Re-Employment Rights Act of 1994, 38 U.S.C. § 4301 et seq. (“USERRA”).
- M. **Maternity Leave.** A teacher who becomes pregnant will notify the superintendent as soon as possible. The date she is to leave and the date of return will be determined by the teacher and her doctor. However, the superintendent will be given advance notice by the teacher. The teacher shall be granted a leave of absence for a maximum of one (1) year without pay or increment. The Committee will continue fringe benefit coverage for one (1) month after she has left. After that time, the teacher may remain with the District teacher’s medical and dental program while on leave by paying the group rate to the school department on or before the twenty fifth (25th) day of each month in advance. Consistent with governing provisions or controlling case law, any sick leave discharged under this section shall be counted against a teacher’s qualifying leave entitlements under the FMLA and/or the RIPFMLA.
- N. **Parental Leave.** The date he or she is to leave will be determined by the teacher and the birth or adoption of the child. However, the superintendent will be given advance notice by the teacher. The teacher shall be granted a leave of absence for a maximum of one (1) year without pay or increment. The committee shall continue fringe benefit coverage for one (1) month after he has left. After that time, the teacher may remain with the District teacher’s medical and dental insurance program while on leave by paying the group rate to the school department on or before the twenty-fifth (25th) of each month in advance. Consistent with governing provisions or controlling case law, any sick leave discharged under this section shall be counted against a teacher’s qualifying leave entitlements under the FMLA and/or the RIPFMLA.
- O. **Family Care Leave.** A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of a teacher’s family or household. Additional leave may be available under the FMLA and/or the RIPFMLA, please review them for details.

- P. **Conditions for Extended Leaves.** All requests for extended leave will be filed with the superintendent in writing by May 20th. Teachers will be guaranteed return to original position except when a return would violate seniority. In any event, teachers are guaranteed return to a position within in their certification at the time the leave is granted.
- Q. **Teaching Exchange Leave.** A leave of absence without pay or increment will be granted to a tenured teacher for teaching in Armed Forces Dependent Schools within a two (2) year limit. Leave will also be granted to tenured teachers for exchange teaching, Peace Corps participation and Teacher Corps participation within a two (2) year limit. Request for Teaching Exchange Leave will be filed with the superintendent in writing by May 20th for each school year of leave.
- R. **Additional Leave Without Pay.**
1. A leave of absence without pay or increment will be granted. Such leave must be for at least one (1) school year's duration and must coincide with the school year. Request for such leave will be filed with the superintendent in writing by May 20th and will be limited to no more than (4) people. The superintendent and the Committee may, at their sole discretion, waive the May 20th deadline in the granting of leaves. Should a leave request made prior to the start of school be so denied, said teacher may take the leave regardless and shall be placed on a list for an offer of re-employment, when available, in the area they taught at the time of leave request, to be made after the recall of all teachers laid off prior to their leave request but prior to the hiring or transfer of any teachers after the expiration of their leave, unless such transfer is necessary to maintain a teacher's employment. Such employment offer shall be made at least one year after their leave request and shall only be made once.
 2. In addition, on recommendation of the superintendent, the Committee may grant a second year of leave without pay. Extending a leave requires approval of the superintendent and the Committee. Teachers returning from a two (2) year leave without pay are guaranteed return to a position within their certification.
- S. **Government/Association Leaves.** Leaves without pay for an extended period of time for the purpose of holding an association or governmental position or office may be granted upon recommendation of the superintendent and approval by the Committee.
- T. **Education Fellowships/Scholarships.** The Committee agrees that leaves for an extended period of time for the purpose of participating as a Fellow or Scholar with either the U.S. Department of Education or the Rhode Island Department of Education shall be granted. Leaves for an extended period of time for the purpose of participating as a Fellow or Scholar with any other agency, institute, foundation, college, or university may be granted upon recommendation of the superintendent and approval by the Committee. Teachers will be entitled to all fringe benefits while in education fellowship/scholarship leave.
- U. **Family and Medical Leave Act and Rhode Island Parental and Family Medical Leave Act.** To the extent applicable, the Committee agrees to comply with the FMLA and the RIPFMLA. Teachers shall be notified of the requirements of these statutes.

- V. Grievances arising under this Article may be taken to expedited arbitration at the election of the Association.

ARTICLE 19
SABBATICAL LEAVE

Desiring to reward professional performance and encourage independent research and achievement, the Committee hereby initiates this policy of Sabbatical Leave for teachers to study and/or research to be granted upon recommendation by the Superintendent for approved programs whether or not carried on in an academic institution, subject to the following conditions:

- A. A statement of intent to request sabbatical leave must be received by the Superintendent in writing no later than January 15th of the year preceding the year in which the sabbatical leave is requested; the final request for sabbatical leave on such form as may be required by the Superintendent is due no later than March 1st of the year preceding the school year in which the sabbatical leave is requested. The period between January 15 and March 1 is to allow for the revision and documentation of applications in order to meet standards. All applications must be received by the superintendent of schools and the Committee. The sabbatical leave must be of an educational nature beneficial to the District and recommended by the Superintendent to the Committee..
- B. The teacher has completed at least seven (7) consecutive full school years of service in the District.
- C. Teachers on sabbatical leave will receive the difference between minimum and maximum of the base salary scale or one half (1/2) of individual teacher's salary whichever is greater. Teachers may take one-half (1/2) year at full salary.
- D. The teacher shall agree to return to employment in the District for two (2) full years. Upon such return the teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
- E. The maximum number of sabbatical leaves will be limited to one member per year. When determining among competing sabbatical requests, the teacher's seniority will be the tie-breaking factor among approved requests.
- F. Teachers on sabbatical leave will be entitled to all fringe benefits while on leave.
- G. Teachers will be guaranteed return to original position except when a return would violate seniority. In the event that the teacher's position is eliminated while on sabbatical the procedures set forth in Article 27: Seniority, Layoffs, and Non-Renewals, shall prevail.
- H. Grievances arising under this Article may be taken to expedited arbitration at the election of the Association.

**ARTICLE 20
PROTECTION**

- A. In order to secure and protect the rights provided Association members under this Agreement, emergency Association phone calls shall be taken by the President or designee while his class is covered by other staff members.
- B. Teachers will immediately report to the school principal all cases of assault or any injury suffered by them in connection with their employment. This report will be forwarded to the superintendent and the Committee, which will comply with any reasonable request from the teacher, to the extent allowable by law, for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as a liaison between the teacher, the police and the courts. No teacher shall be required to receive in his classroom a student who has previously assaulted him/her.
- C. When the threat of overt violent physical harm to a teacher or their property is made, the teacher shall be informed so long as it does not interfere with a police investigation and is legally admissible. However, confidentiality shall be maintained by all parties.
- D. The Committee will provide liability insurance for the teachers and staff of the District.
- E. Whenever a teacher is absent from work as a result of personal injury sustained by the teacher arising out of and in the course of his employment, he will be paid full salary for a period of up to one (1) year from the date of injury, without charge to his annual sick leave; provided, however, that the teacher shall apply for Workers' Compensation and remit to the District the Workers' Compensation check.

If the teacher's disability continues for more than one (1) year, the teacher must utilize his sick leave, prorated, based upon the amount of Workers' Compensation payments made to the School Department.
- F. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his duties. The Committee's physician and teacher's physician shall confer to establish a mutually agreeable time period.
- G. R.I.G.L § 16-2-17 (Right to a Safe School) is incorporated by reference herein. Should there be a threat made against a teacher, it shall be promptly reported to the building principal and the superintendent shall promptly notify the teacher and act with due diligence to address the threat using all reasonably necessary resources. When a threat is made against a teacher, the superintendent, in consultation with the teacher, may opt to place the teacher on Administrative Leave with Pay.
- H. An administrator will not remove a sanction imposed by a teacher without first consulting the teacher.
- I. In order to ensure safety and access, all teachers shall be provided with a key to classrooms in which they teach, which they shall be allowed to keep in their possession.

**ARTICLE 21
INSURANCE**

A. Healthcare Insurance. The Committee shall provide all members of the bargaining unit with the following health insurance coverage, subject to R.I.G.L. § 28-7-49.

1. **Preferred Provider Organization (PPO).** The Committee shall provide a PPO plan, which shall be the standard health insurance plan offered to members of the bargaining unit. The PPO plan shall contain in- and out-of-network benefits. Unless contrary to R.I.G.L. § 28-7-49, the PPO plan's network shall not contain less than ninety percent (90%) participation by Rhode Island physicians and include the following acute care facilities (or their successors): Bradley Hospital; Butler Hospital; Hasbro Children's Hospital; Kent Hospital; Miriam Hospital; Rhode Island Hospital; Roger Williams Hospital; South County Hospital Healthcare System; Women and Infants Hospital. A summary of benefits for said PPO plan shall be appended hereto and incorporated herein. Additionally a summary description of said PPO plan shall be available through the District's Director of Administration.
2. **Indemnity Plan.** The Committee shall cease to offer an Indemnity Plan to any new hires or former hires not currently enrolled in said plan upon ratification of this Agreement. All bargaining unit members currently enrolled in an Indemnity Plan shall contribute as follows: Bargaining unit members hired after 7/1/98 shall pay one-hundred percent (100%) of the additional cost of the Indemnity Plan. Bargaining unit members hired before 7/1/98 shall pay twenty percent (20%) of the additional cost of the Indemnity plan.
3. a. **High Deductible Health Plan/Health Savings Account.** In addition to the above plans, the Committee may offer employees, as an alternative, a high-deductible health plan ("HDHP"), with the same benefits, levels of coverage, and limitations as provided in the PPO, in conjunction with portable, individual Health Savings Accounts ("HSA"¹), pursuant to changes in the Internal Revenue Code made possible by the Medicare Modernization Act of 2003.
 - b. Employees opting for an HDHP/HSA family plan will have an annual deductible of \$4,000. The Committee shall deposit \$1,500 into the employee's HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis or by lump sum, the remaining deductible for family medical coverage, as provided in this Section A. Once the Committee's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the Committee assumes any and all additional healthcare costs incurred consistent with the health plan offered to other employees. This shall include, but is not limited to, office visits, emergency room fees, prescription deductibles, etc. Once the deductible of \$4,000 is met, the Committee shall provide 100% coverage for services in-network / 60% coverage for

¹ An HSA is a financial account that an employee can use to accumulate tax-free funds to pay for current and future qualified health-care expenses. Under these plans, individuals or families participate in high deductible consumer-driven health plans ("CDHPs"). Employees may contribute pre-tax dollars into their individual HSAs to pay for medical expenses up to the deductible amount.

services out-of network. The Committee shall pay the following service charges and fees accrued through the HDHP/HSA: Account Setup Fee and the HSA Administrator Monthly Fee. The district shall deposit the proportional dollar amount into the employee's HSA account equivalent to the FTE status of the part time teacher. For example, if the employee is .8 FTE, the district shall deposit $.8 \times \$1500$ into the employee's account. The teacher is responsible for the remainder of the deductible.

- c. Employees opting for an HDHP/HSA individual plan will have an annual deductible of \$2,000. The Committee shall deposit \$750 into the employee's HSA. The employee may elect to contribute, by payroll deduction on a pre-tax basis or by lump sum, the remaining deductible for individual medical coverage, as provided in this Section A. Once the Committee's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the Committee assumes any and all additional healthcare costs incurred consistent with the health plan offered to other employees. This shall include, but is not limited to, office visits, emergency room fees, prescription deductibles, etc. Once the deductible of \$2,000 is met, the Committee shall provide 100% coverage for services in-network / 60% coverage for services out-of network. The Committee shall pay the following service charges and fees accrued through the HDHP/HSA: Account Setup Fee and the HSA Administrator Monthly Fee. The district shall deposit the proportional dollar amount into the employee's HSA account equivalent to the FTE status of the part time teacher.
- d. Employees opting for the HSA individual or family plan will be offered the same negotiated prescription rates from the healthcare provider as those under the plan referenced above; however, employees will be responsible for the full cost of prescription drugs until the annual deductible is met. Thereafter, the prescriptions are paid by the Committee as part of the 100% co-insurance.
- e. The employee's election of an HDHP/HSA for the following year shall be made on or before December 31st and said election shall remain irrevocable for the life of this Agreement.
- f. Should the provision of HDHP/HSAs be discontinued due to regulatory or legislative action, members will be offered the same health insurance coverage available to members under this Agreement, under the terms herein.

B. Employee Healthcare Insurance Contributions.

- 1. For the term of this Agreement, each active employee with PPO or Indemnity plan coverage shall pay by payroll deduction the cost of healthcare insurance according to the following schedule. The contribution for employees with the HSA plan is specified in subsection A.3.b. and c. (above).

Maximum Total	
Contributions for Health and Dental	
Individual Plan	Family Plan

2016-2017	18% of Premium	\$1400.00	\$3610.00
2017-2018	18% of Premium	\$1456.00	\$3750.00
2018-2019	18% of Premium	\$1514.00	\$3901.00

2. Except as provided in subsection H (below), retirees shall not make any contribution toward healthcare insurance provided through this Agreement.
3. Each employee shall sign a payroll deduction authorization as may be required by the Director of Administration to satisfy the above-referenced cost-sharing obligations.
4. The PPO plan will include the following: \$15 point-of-service co-payments for office visits to primary care physicians; \$25 point-of-service co-payments for office visits to specialists; \$50 point-of-service co-payments for urgent-care visits; and, \$100 point-of-service co-payments for emergency room visits each occurrence. Point-of-service co-payments shall not be increased without approval of the Association.
5. The prescription coverage for PPO plans shall include a three-tier prescription drug program:
 - Tier 1: Generic drugs with a pharmacy co-payment by the employee of \$7.00;
 - Tier 2: Preferred brand-name drugs with a pharmacy co-payment by the employee of \$25.00
 - Tier 3: Non-preferred brand-name drugs with a pharmacy co-payment by the employee of \$40.00.
 Tier co-payments shall not be increased without approval of the Association.
6. Healthcare coverage shall be prorated for part-time teachers and teachers who are on unpaid maternity or parental leave. Healthcare shall be prorated proportionate to the portion of the school year for which the teacher is being paid. Teachers on maternity or parental leave shall receive a minimum of one (1) month paid healthcare as provided in Article 18.

Examples:

A teacher employed as .67 FTE for a full school year shall receive eight (8) months full coverage (i.e., 2/3rds of a full year's coverage).

A teacher employed as a .5 FTE for a full school year shall receive six (6) months full coverage (i.e., 1/2 of a full year's coverage).

A teacher employed full-time for one semester shall receive six (6) months full coverage (i.e., 1/2 of a full year's coverage).

A teacher employed full-time for 3/4ths of the school year shall receive nine (9) months full coverage (i.e., 3/4ths of a full year's coverage).

A part time teacher who chooses the PPO will contribute to their healthcare premium in the following manner: ((Cost of Plan * FTE status) * Contractual Co-Share % of the

premium) + [Cost of the plan * (1.0 - FTE status)]. Example: A .8 teacher would pay for family plan including dental (Using \$19,697.04 as the Cost of the Plan and 18% co-share as an example): $(19697.04 \times .8 \times .18) + (19697.04 \times .2) = 2836.37 + 3939.4 = 6778.78$

- C. Dental Insurance. Subject to R.I.G.L. § 28-7-49, the Committee shall provide each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this Agreement. A summary of benefits for said dental plan shall be appended hereto and incorporated herein. Additionally, a summary description of said dental plan shall be available through the District's Director of Administration. The Committee shall provide dental insurance of \$1,800 annual maximum per calendar year per member for each member and his family, as he may elect. Employees shall contribute by payroll deduction according to the schedule in B.1 above. Employees enrolled in HDHP/HSA shall pay fifteen percent (15%) of the dental premium.
- D. Change in Health or Dental Insurer. The Committee reserves the right to change health or dental insurance plan providers, subject to the following conditions. Prior to any change in health or dental insurance plan providers, the Committee shall:
1. Provide the Association with actuarial certification that any and all proposed modified benefit limit(s) or proposed modified level(s) of coverage is (are) actuarially equivalent to or greater than the existing benefit limits or the existing levels of coverage. "Actuarial equivalence" means that two or more benefit plans provide the same expected value of benefits in total (as determined through generally accepted actuarial principles), though the specific benefits within those plans may differ. The actuarial analysis to determine actuarial equivalence will take into account the net value of all benefits including deductibles, coinsurance, and out-of-pocket maximums.
 2. Demonstrate to the Association that the network for the plan or plans under consideration is (are) substantially equivalent or better in terms of providers. The demonstration shall consist of an analysis of the utilization and availability of network access to the benefits under subsection D.1 (above). Unless contrary to R.I.G.L. § 28-7-49, no consideration shall be given to any health or dental insurance plan provider with less than ninety percent (90%) participation by Rhode Island physicians. Further, unless contrary to R.I.G.L. § 28-7-49, no consideration shall be given to any health or dental insurance plan provider, the network of which does not include the following acute care facilities (or their successors) at the time coverage commences: Bradley Hospital, Butler Hospital, Hasbro Children's Hospital, Kent Hospital, Miriam Hospital, Rhode Island Hospital, Roger Williams Hospital, South County Hospital Healthcare System and Women and Infants Hospital.

Should a dispute arise in connection with a proposed change in health or dental insurance plan providers under this article, the Committee or the Association may resolve said dispute either through declaratory and injunctive relief litigation in the Superior Court of the State of Rhode Island or through arbitration in accordance with the Expedited Labor Arbitration Procedures of the American Arbitration Association's Labor Arbitration Rules. Nothing herein shall be construed to limit or abridge the rights of the Committee and Association to seek post-arbitration relief in the Superior Court pursuant to R.I.G.L. § 28-9-1 et seq. No change in health or dental

insurance plans shall be made pending conclusion of Superior Court litigation or arbitration, unless otherwise ordered by the Superior Court.

E. Hold Harmless/Change in Healthcare Insurer.

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

1. internal medicine;
2. family practice;
3. general practice;
4. pediatrics; and
5. obstetrics and gynecology/primary care.

For purposes of this article, a covered individual must have a relationship with a primary care physician at least thirty (30) days before the date the Committee changes health insurance coverage to qualify for Committee reimbursement. In addition, the Committee shall reimburse a covered individual for out-of-network costs incurred for treatment provided by a physician and/or other healthcare service provider (e.g. counselor) with whom ongoing treatment had been initiated at least thirty (30) days prior to the date the Committee changes health insurance coverage. A “relationship” with either a primary physician or specialists shall be sufficiently demonstrated by (1) prior or current treatment by the same individual (2) a referral from the member or covered family member’s current primary physician, or (3) an appointment scheduled with the physician or specialist in question.

The reimbursement obligations of the Committee as set forth above are expressly limited to a period of twelve (12) months.

F. Other Insurance.

1. **Liability Insurance.** Liability insurance in the amount of \$500,000 each occurrence. Teachers’ participation in athletics or intramurals is also covered with this same amount.
2. **Term Life Insurance.** The Committee will provide maximum fifty-five thousand dollars (\$55,000) term life insurance for all members of the bargaining unit with the provision that upon termination of employment, the insured person may convert his term insurance to an individual policy. Bids will be submitted and the policy will be awarded to the bidder offering the highest coverage.
3. **Workers’ Compensation.** The Committee shall maintain Workers’ Compensation coverage.

G. Employee Healthcare Waiver.

If a teacher elects not to receive health insurance, he or she shall receive \$1,500.00.

The teacher shall notify the District's Director of Administration in writing prior to September that he does not wish the healthcare insurance and/or dental coverage. The payment shall be made on the last day of the school year. If during the school year the teacher requires healthcare insurance coverage as a result of a spouse becoming unemployed or for any other reasons beyond the teacher's control, the teacher shall notify the school department in writing. The Committee shall reinstate the coverage as of the beginning of the month following said notification.

2. If said teacher has provided notification in time for the Committee to reinstate the coverage, and the Committee fails to do so through negligence, the Committee accepts responsibility for the payment of all medical costs incurred by the teacher and/or their immediate family.

H. Committee-Association Healthcare Advisory Committee.

There shall be established a joint Committee-Association healthcare advisory committee comprised of two (2) members designated by the Committee and two (2) members designated by the Association's president. The Advisory Committee's role, which is purely advisory, shall include: reviewing the mix of health and dental benefits made available to the membership; exploring cost-savings measures, benefit enhancements, and alternative plans and insurers; meeting with representatives of healthcare insurance providers; assisting the Committee, as requested, in coordinating healthcare insurance educational seminars or forums for members of the bargaining unit; and, making non-binding reports or recommendations with respect to healthcare insurance to the Committee and Association. It is expressly understood that any advisory reports or recommendations of the committee established in this section shall not supplant the obligations of the Committee and Association to engage in collective bargaining.

I. General Provisions on Healthcare Insurance.

1. Selection of any plan offered by the Committee (PPO or HDHP/HSA) shall be solely at the determination of the employee, subject to the terms and conditions contained in this Agreement.
2. Employee contributions toward healthcare insurance shall be made on a pre-tax basis as permitted by law.
3. Coverage will be available to domestic partners who certify by affidavit that they satisfy the indicia and requirements of domestic partners as set forth in R.I.G.L. § 36-12-1(3) and to civil union partners (as provided for, and in accordance with, Rhode Island's Civil Unions act, R.I.G.L. § 15-3.1-1 *et seq.*).
4. Subject to any limitations of the provider or law, employees may opt in or out of any plan, if otherwise eligible as specified herein. Consistent with Section A. 3(e) of this Article, this section shall not apply to employees who make an election of an HDHP/HSA, which election remains irrevocable for the life of this Agreement.

5. The Committee shall provide a minimum of sixty (60) days notice to the members of the bargaining unit of a change in health care insurer.

ARTICLE 22

POST-EMPLOYMENT HEALTHCARE COVERAGE

- A. The Committee shall grant a lump-sum payment at time of retirement of \$150 per year of service in the District up to a maximum of \$4500 in accordance with R.I.G.L. § 16-7-19.1, sections (a) through (f). Retiring teachers may continue to receive health and/or dental coverage until the age of 65 by reimbursing the school department. Once there is a failure to pay, the coverage is broken and the retiree shall not be reinstated. The District will allow a ten (10) day grace period on monthly payments.
- B. Retiring teachers with twenty (20) years of service in the District shall receive two (2) years of the standard individual coverage (PPO) provided to active employees after retirement. Retiring teachers with fifteen (15) years of service in the District shall receive one (1) year of the standard individual coverage (PPO) after retirement. Any annual rate increases in excess of five percent (5%) shall be paid by the retiree as a co-pay. Teachers enrolled in an HSA shall be converted to the Healthmate Coast-to-Coast product, individual plan.
- C. Teachers retiring from the District under the R.I. Teachers' Retirement System may convert their unused sick leave to health care upon retirement using the following formula. Each day of accumulated sick leave at the time of retirement converts to 7.6 days of single coverage or 3.0 days of family coverage. Access to health care may begin at any time after retirement and must be complete by age 65. Retirees may convert to two single plans at 7.6 days per plan (15.2 days).
- D. Teachers retiring from the District with 20 or more years of service in the District, may either choose B and C above or they may choose the cash-back equivalent of C, capped at two (2) years' worth, or seven hundred thirty (730) days, of coverage. The cost of a standard individual plan (PPO) at the time of retirement shall be converted to a per diem value. For example, if a plan for health care costs \$7,184/year at the time of retirement, then it is worth \$19.68/day. Any accumulated sick leave shall be converted according to the single-coverage formula outlined in C. (above). That is, remaining unused days x 7.6 days of coverage. This value shall be the retiree's available cash-back multiplier. The cash-back benefit shall be calculated by multiplying the retiree's available cash-back multiplier (up to the maximum cash-back multiplier of seven hundred thirty (730)) by the per diem value. Nothing in this section restricts a teacher from receiving the benefits allocated in A. (above).
- E. For budgeting purposes, the cash-back benefit shall be paid to the retiree no later than the first pay period in July immediately following the retirement if the retirement is accepted by the School Committee prior to January 1st. If the retirement is accepted after January 1st, then the cash-back benefit shall be paid to the retiree in the first pay period of July of the next calendar year.

ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURES

A. **Definition.** A grievance is a dispute between a member (or the Association) and the Committee which involves the application, meaning, or interpretation of the express provisions of this Agreement, or which may otherwise affect the welfare and/or conditions of employment of a teacher or group of teachers. Should a teacher grieve his suspension, termination or non-renewal, he shall be deemed to have elected the grievance and arbitration procedures herein as his sole and exclusive avenue of review, except where additional recourse is permitted by law.

B. **Procedural Steps.**

Step 1 The teacher(s) and the Association must submit the grievance in writing to the principal, with a copy contemporaneously delivered to the superintendent, not later than fifteen (15) days, excluding weekends and holidays, of the events or circumstances giving rise to the grievance which became known or reasonably should have become known, whichever is later. In the event the grievance chair needs additional time to investigate the allegations giving rise to the grievance, she may so indicate in writing to the superintendent, and shall automatically be entitled to an additional ten (10) days herein.

The principal may request a meeting with the teacher(s) and duly authorized Association representatives. The principal shall respond in writing within five (5) days (or within two (2) days for discipline grievances or grievances involving teacher health and safety) excluding weekends and holidays, of the receipt of the grievance.

Should the principal not respond within the time period set forth herein, the grievance shall be deemed denied.

Step 2 If the grievance is not settled at Step 1, it shall be presented by the teacher(s) and the Association to the superintendent within five (5) days thereafter, excluding weekends and holidays.

The superintendent may request a meeting with the teacher(s) and duly authorized Association representatives.

The superintendent shall give his written answer to the grievance within five (5) days, excluding weekends and holidays, after receipt of the grievance. Should the superintendent not respond within the time period set forth herein, the grievance shall be deemed denied.

If, in the judgment of the Association committee, a grievance affects a group or

class of teachers, the Association may submit such grievance in writing to the superintendent directly and the processing of such grievance will be commenced at Step Two.

Step 3 If the grievance is not settled at Step 2, it shall be presented in writing by the Association to the Committee within five (5) days thereafter, excluding weekends and holidays. The Committee shall afford the Association a hearing on the grievance at its next regularly scheduled meeting if practicable, but in no case more than thirty (30) days after receipt of the grievance. The aggrieved teacher and/or the Association shall be present at said hearing and they may be represented by legal counsel. The hearing shall be conducted in executive session at the outset of the Committee meeting. The Committee shall give its written answer to the grievance within five (5) days, excluding weekends and holidays, after the hearing of the grievance. Should the Committee fail to respond within the time period set forth herein, the grievance shall be deemed denied.

C. **Written Presentation.** Any grievance presented in accordance with the procedures set forth in Paragraph B. shall be set forth in writing and shall include: the facts giving rise to the grievance; the provision(s) of the Agreement alleged to have been violated; the name(s) of the aggrieved teacher(s); and the remedy sought. A grievance shall be signed by the aggrieved teacher(s) and a duly authorized Association representative. The grievance shall be dated.

D. **Time Limitations.** The time limitations set forth in this article are of the essence of this Agreement and the failure by a teacher (or the Association) to comply with the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in this article, the Committee and Association may extend them by mutual written agreement.

E. **Submission to Arbitration.**

1. Any grievance, as defined in Paragraph A of this article, that has been properly and timely processed through all of the grievance step procedures set forth above and that has not been settled at the conclusion thereof, may be submitted to arbitration by the Association serving the superintendent with a written demand for arbitration within fifteen (15) days, excluding weekends and holidays, after the Step 3 response of the Committee is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the member's(s') and Association's right to demand arbitration.
2. Except as otherwise provided herein, either party, upon the written consent of the other party, may seek expedited arbitration in those instances where, in the determination of either party, delay will result in an undue hardship or burden on an individual or the Association or the Committee. Such expedited arbitration shall be binding and conducted in accordance with the rules of the American Arbitration Association.

F. **Arbitrator Selection.** The demand for arbitration shall be submitted to the American

Arbitration Association (A.A.A.) and shall be governed by the Labor Arbitration Rules in effect as of the date of the demand for arbitration.

- G. **Arbitrator's Authority and Jurisdiction.** The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement; or to issue an award which is violative or inconsistent with applicable law.
- H. **Binding Effect.** Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.
- I. **Fees and Expenses of Arbitration.** The fees of the A.A.A. and the fees and expenses of the arbitrator shall be shared equally by the Association and the Committee.
- J. Inasmuch as the Committee and Association seek to secure, at the lowest level, equitable solutions to grievances, nothing herein shall be construed or applied to limit the right of a teacher to discuss his grievance informally with an administrator and to adjust the grievance without the intervention of the Association; provided however, that any such adjustment shall not contravene the express provisions of this Agreement and, further, that the terms of such adjustment shall be provided to the Association in writing.
- K. **Right to Information.** Upon request by either party, such party shall have the right to all relevant information, documents, and evidence relied upon by the other party when imposing discipline except where disclosure is prohibited by law, including, but not limited to information protected by the attorney/client privilege and work product doctrine. Such information shall be provided to the requesting party in a timely fashion following its request to the other party. In addition, the requesting party shall have the right to all relevant information, documents, and evidence relevant to the issues raised in the grievance in the possession of the other party, except where disclosure is prohibited by law, including, but not limited to information protected by the attorney/client privilege and work product doctrine.

ARTICLE 24

NEGOTIATION PROCEDURE

- A. The Committee and the Association agree that all negotiable items have been discussed during the negotiations preceding the execution of this Agreement and agree that except as expressly indicated herein, negotiations will not be reopened on any item whether contained herein or not except by mutual agreement during the term of this Agreement or any renewal thereof, or except as may be required by law. The Committee agrees, however, consistent with its obligations under the Rhode Island General Laws pertaining to collective bargaining, to notify the Association of any contemplated changes in policy affecting the teaching personnel and, upon request, will meet with representatives of the Association to discuss such changes.

- B. Not later than one-hundred-and-twenty (120) days prior to the last date on which money can be appropriated, at the written request of the Committee or the Association, negotiations for a new contract shall be commenced in accordance with the provisions of the Certified School Teachers' Arbitration act.
- C. Negotiation meetings will not be scheduled during the normal school day except by mutual consent.
- D. The Association and the Committee agree to share equally the cost of printing this Agreement.

**ARTICLE 25
USE OF SCHOOL FACILITIES**

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings in regard to business affecting the teachers or the school system. The Association will be required to pay a fee if their meetings extend beyond 5:30 P.M. Requests to use school buildings will be submitted by the Association so as to provide the principal with adequate time to plan to accommodate such requests.
- B. The Association will have the right to place notices, circulars, and other materials that have an effect on teachers or the school system, on teachers' bulletin boards, in teachers' mail boxes, and the District email system.

**ARTICLE 26
SUBSTITUTES AND COVERS**

- A. **Substitute Teachers.** Teachers shall report absences through the district's on-line reporting system. All positions are open for securing substitute teachers except for those positions that require uniquely specialized credentials such as school psychologists, school social workers, occupational therapists, speech and language pathologists, reading recovery teachers, teacher content coaches, interventionists, and guidance counselors. Every effort will be made by building/district administration to fill these specialized positions with a qualified substitute if the teacher of record's absence will extend beyond a one (1) week period.
- B. **Covers.** The Association agrees to cooperate with the Committee by covering for teachers who are absent if a substitute is not available. In cases where a known absence is not filled through the process described in Article 25, A (above), teachers shall be compensated for said cover(s). In cases where a teacher leaves unexpectedly during the course of the day and other substitute coverage is not available, teachers assigned (or

available for assignment) to supervisory duties may be re-assigned on a rotating basis free of charge provided, however, that after three (3) such emergency covers, compensation will be provided consistent with this article. No teacher shall be removed from a teaching assignment to cover a class. Whenever possible, covers will be first assigned to those teachers who request them. Remaining coverage assignments will be rotated among all available teachers and no teacher shall be allowed to refuse a classroom coverage assignment. Teachers shall only be assigned covers in the school(s) in which they teach, unless the teacher requests otherwise. Covers will be compensated at \$25 per period, or any portion thereof, or \$15 per period, or any portion thereof during non-teaching assignments. When a teacher in a co-taught classroom voluntarily declines a cover for his/her teaching partner, he/she shall not be eligible for coverage compensation. In the event that no cover is provided for an absent teacher in a co-taught classroom, the remaining teacher shall be compensated at the rate of \$15 per period, or any portion thereof. The Association President and Vice President will not be required to cover classes.

C. **Cover Volunteers.** At the beginning of each of school year the administration shall establish a list of cover volunteers. Said volunteers shall be provided with the first opportunities to cover. The administration will provide the Association President and Building Representative with a copy of the list as soon as it is prepared.

D. **Cover Record.** Whenever a teacher covers, he shall be provided with a paper record of such cover, indicating the day/date/time of the cover and the reason for the cover. Payment for any cover shall be made within two (2) full pay periods immediately following the date of payroll's receipt of the completed and signed coverage record sheets.

E. **Long-Term Substituting.** Exeter-West Greenwich teachers on lay-off status and on the recall list shall be afforded the right of first refusal on any long-term substitute teaching position. A long-term substitute teaching position shall be any teaching position from which a teacher is on leave, including sick leave, or sabbatical, and is expected to return, and whose absence is expected to be thirty (30) or more consecutive days, but fewer than ninety (90) days. Refusal of an offer by a teacher on lay-off status shall not affect his recall rights.

F. **Block Covers.** If class coverage is needed during block periods, each block period will be considered two (2) regular periods with the option being that two (2) different individuals could be involved in covering a class.

ARTICLE 27
SENIORITY, LAYOFFS AND NON-RENEWALS

A. Definition of Terms

1. **SENIORITY:** Defined as continuous service beginning with the first day of work as a member of the Association in the District.
2. **REGULAR EMPLOYMENT:** Action taken by the Committee in hiring certified personnel to the same, non-temporary, position for one hundred thirty-five (135) or more school days within the same school year.
3. **LONG-TERM EMPLOYMENT:** Action taken by the Committee or superintendent of schools in hiring certified personnel to the same position for ninety (90) or more consecutive school days within the same school year.
4. **TEMPORARY EMPLOYMENT:** Action taken by the Committee or superintendent of schools in hiring certified personnel to a position posted as temporary, i.e., one (1) year only or less.
5. **DISPLACED TEACHERS:** Teachers, either through layoff or involuntary transfer, who are no longer working in the position for which they were hired.

B. Determination of Seniority

1. The following criteria shall be used to determine seniority rank:
 - a) Start of regular teaching employment in the district on a continuing full-time basis;
 - b) Start of regular teaching employment in the district on a continuing part-time basis;
 - c) Start of temporary teaching employment in the district on a continuing full-time basis;
 - d) Start of temporary teaching employment in the district on a continuing part-time basis.
2. Day-to-day substitute service shall not accrue seniority.
3. Seniority is not broken by the following:
 - a. Sabbatical or military leaves only.
 - b. Non-renewals/terminations from regular or temporary employment other than

those related to misconduct or unsatisfactory teaching performance for less than one (1) year.

- c. Suspensions other than those related to misconduct or unsatisfactory teaching performance for less than one (1) year.
- d. Education Fellowships/Scholarships.

4. **Seniority Tie Breakers:** Whenever two or more employees share the same seniority date, the following criteria shall be used to determine which teacher is placed higher on the seniority list.

- a. Amount of prior certified service in Exeter-West Greenwich; namely, regular or long-term employment of ninety (90) or more consecutive school days in the District.
- b. Prior substitute service in Exeter-West Greenwich. The number of substitute days has no effect on this tie breaker.
- c. Lottery. The Lottery will be conducted on or about the first Monday in October each year when needed.

C. **Termination of Seniority.** Termination of Seniority shall take effect upon the following:

- 1. Resignation
- 2. Discharge for misconduct or unsatisfactory teaching performance.
- 3. Failure to accept recall from layoff to regular full-time employment in a position requiring the same certification from which the layoff occurred if said teacher was previously employed full time.
- 4. Failure to accept recall from layoff to regular part-time employment in a position requiring the same certification and the FTE is greater than or equal to the position from which the layoff occurred if said teacher was previously employed part-time.
- 5. Failure to return to work upon expiration of a leave of absence.

Nothing in the statements above shall require the Committee or superintendent to split any full-time position to accommodate a teacher who previously taught part-time.

A teacher shall have the right to voluntarily remove his name from the recall list.

D. **Seniority List.**

- 1. The seniority list with its related pertinent data as described above shall become effective as of September 1, 1981. Appointments made prior to said date which are inconsistent with seniority list shall not be affected thereby. Persons not appointed who have not previously grieved or appealed said lack of appointment are barred from asserting any claim.

The seniority list (adjusted annually) shall be provided to each bargaining unit member one (1) week prior to the annual Job Fair, but in no case later than June 1 of each year.

E. Non-renewals and Layoffs:

1. If a teacher is to receive non-renewal/layoff notification, the superintendent, upon authorization by the Committee, shall notify said teacher by the applicable statutory deadline. The superintendent shall give the teacher the reasons for dismissal in writing and a copy shall be placed in the teacher's personnel file. The Association shall receive a copy of each individual letter.
2. Non-renewal/layoff of teachers shall be in accordance with the provisions of Rhode Island General Law §16-13-2, 16-13-3, 16-13-4, or 16-13-6.
3. In the event that the district must lay off teachers, such layoffs shall be made in order of reverse seniority and certification.

F. Recalls.

1. Provided the processes in this section maintain the interests of the students as primary, the Committee agrees that no new appointments to teaching positions shall be made while a properly certified/Highly Qualified teacher is laid off. Laid off teachers shall be placed on the Recall list according to their system-wide seniority and shall be recalled by seniority when a position becomes available for which they are certified and Highly Qualified (when applicable) in their certification area.
2. The placement of teachers called back from the Recall list according to Article 26, F, 4 (above) shall be the responsibility of the superintendent.
3. It shall be the responsibility of teachers on the recall list to ensure the Committee has on file a copy of their current Rhode Island teaching certificate. Those not certified will be purged from the list. Furthermore, a teacher shall be purged from the Recall list after refusing a position offered in accordance with Article 26, C.3 and C.4 (above).
4. Should a teacher on the Recall list change his address, it is the responsibility of the teacher to inform the Committee of the new address.
5. No one shall be purged from the Recall list until the Association has reviewed all the facts and the steps to such an action.
6. Employees who are recalled from the layoff list shall pick up their unused sick leave days when they are re-employed. Employees shall not accumulate sick leave while unemployed.

7. Regularly employed teachers are not teachers filling in for other teachers.
8. Beginning September 1, 1996, grant-funded positions within the district shall be exempt from the above. However, the Association must agree to the limited period appointment prior to the posting of said grant position.
9. In the event any provision of this article is judicially declared, after exhaustion of all appellate review, to be non-compliant with RIDE's Basic Education Plan (BEP), the Committee and Association shall promptly meet to bargain curative language to bring all provisions of this article in compliance with the BEP.

ARTICLE 28

ASSOCIATION INFORMATION

- A. **Teacher Files.** The District shall maintain a single personnel file for members. Said file shall be located in the District administration office. Upon request, teachers shall be given access to their personnel files, excluding references and information regarding their initial employment in the District. Teachers will have any person(s) of their choosing present when they inspect their files. No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in the file. A teacher shall have the right to respond in writing to any material filed and such response shall be attached to the file material. The original file shall not be removed from the school or the Office of the School Administration. Teachers shall be permitted to reproduce material in their own files other than that excluded above. A representative of the school administration shall be present at any inspection of teacher's file.
- B. **Notice of Complaints.** In any instance in which the administration receives a complaint (whether written or verbal) about a teacher which could result in disciplinary action, the administration shall bring the complaint to the teacher's attention within a reasonable time following receipt of the complaint. The administration shall provide the teacher with the name of the complaining party, the substance of the complaint, and a copy of the complaint if made in writing. The administration agrees to inform a complaining party that it is obligated under the terms of this Agreement to provide such information to the teacher who is the subject of the complaint.
- C. **Posting of School Committee Agenda.** Through the superintendent the Committee will post advance copy of the agenda for each regular committee meeting at the same time that it is mailed to the Committee members; in addition a copy will be mailed to the Association President and the Association Vice President. The superintendent will provide the Association President and the Association Vice President with a copy of approved Committee minutes. Upon request, the Association President will be given a copy of all materials in possession of the Committee and/or administrator which relate to the agenda and

which are not privileged or confidential

- D. The Association President shall be invited to consult with the superintendent when preparing and/or adjusting the school calendar for consideration. Any days required as make-up days shall be part of the consult.
- E. The District shall provide the Association with the names, addresses, and other relevant information of all newly hired and/or recalled teachers and all resignations or new retirees.
- F. The directory prepared by the District shall include a list of the Association's officers and building representatives.
- G. The superintendent shall maintain a file for grievances and grievance resolution, arbitration decisions and awards, side-letters of agreement and/or memoranda of agreement between the parties to this Agreement, and any other dispute resolution/settlement. Such information shall not be maintained in teacher personnel files.

ARTICLE 29 TEACHER LEADERS

A. Department Chairs

- 1. When there are four (4) or more full-time equivalent members teaching in a subject matter area, a Department Head will be hired for that area.
- 2. The stipend for Department Chairs is as provided for in Appendix (A).
- 3. Terms of office shall be three (3) years.
- 4. Selection of Department Chairpersons: Department chairs shall be elected by the members of their department and the building administration of the Junior-Senior High School with each member and administrator having one vote. When there are five (5) or fewer people in a department, two (2) principals and one (1) assistant principal shall vote. When there are more than five (5) people in a department, two (2) principals and two (2) assistant principals shall vote. In case of a tie, a revote will be held within one week. Should the revote end in a tie, a second revote will be held within a week with only the two building principals and tenured department members voting. Should that vote end in a tie, seniority will prevail. The Association Executive Board shall conduct the aforementioned election by no later than May 1 of each year.
- 5. Minimum Qualifications:
 - a. Five full years of successful teaching in the secondary grades in the specific discipline, and

- b. Teacher must have and maintain an Effective or Highly Effective rating on the most recent annual evaluation.
6. When selecting department chairs the administrators and teachers shall consider the following criteria:
 - a. Demonstrated professional and intellectual competence to coordinate and administer the functions of the department.
 - b. Demonstrated leadership, mentoring, and administrative capabilities.
 - c. Expertise in the specific discipline.
7. The Department Chairperson will have the following duties and responsibilities:
 - a. Oversee instruction and programs in grades 7-12.
 - b. Oversee the development of new or revised course offerings based on student/school needs.
 - c. Aid in the selection, orientation, mentoring, and support of all new teachers in the department.
 - d. Support department teachers with the evaluation process, including setting and monitoring professional goals, setting and monitoring Student Learning Objectives, and any other related evaluation tasks defined by the District Evaluation Committee.
 - e. Observe, coach, or co-teach with a peer at the request of the teacher.
 - f. Facilitate the writing and organizing of the curriculum for grades 7-12 with the guidance of the Curriculum Director and review the curriculum regularly to include desirable changes and revisions.
 - g. Conduct a minimum of three (3) department meetings per year to establish and implement department goals and activities for instructional improvement.
 - h. Assist in developing the department budget for grades 7-12, recommending the requisitioning of books, supplies, and equipment.
 - i. Complete department budget utilizing the district's budgeting system within the appropriate timeline.
 - j. Complete department orders utilizing the district's budget/ordering system.
 - k. Work collaboratively to integrate the work of the department into the total instructional program of the school.
 - l. Oversee the inventory, care, and replacement of department equipment.
 - m. Assist in fostering a positive, cooperative climate in the department.
 - n. Assist in the development of the District's Staff Development Program.
 - o. Represent, as necessary, the school or department at professional meetings and conferences, community meetings and public forums. Share and disseminate the information from meetings to all members (7-12) of the department.
 - p. Work with Special Services personnel and available department resources to provide accommodations for students as needed to improve achievement.
 - q. Assume a leadership role in the overall school community.
 - r. Attend weekly leadership meetings with building and/or district administration as necessary. All Department Chairs shall be assigned one (1) common preparation period per semester to accommodate this requirement.
8. Department chairs will teach up to four (4) classes, two (2) each semester. Department chairs will not be assigned duties, except as allowed per Article 15, Section A, 4.

9. Teachers without department chairs shall be defined as teachers who do not have a department chair and who in the High School teach credit bearing courses and their subject area counterparts at the Junior High. Such teachers shall receive one non-teaching assignment period per week (in lieu of a supervisory duty as outlined in Article 15, A) to complete those responsibilities related to their department. This replaces the stipend offered previously.

B. Junior High School Team Leaders

1. There shall be one (1) Junior High School Team Leader for each team.
2. The stipend for Junior High School Team Leaders is as provided for in Appendix (A).
3. Terms of office shall be three (3) years.
4. **Selection of Junior High Team Leaders.** A majority vote of the members of that core team, the special education teacher participating on the team (as specified below), and the two building administrators (each vote being equal, one vote per person) will elect team leaders from the core team. Elections will take place by May 1st in an election year. Team leaders may succeed themselves. A special education teacher shall be permitted to vote only on that team to which he is assigned (at minimum) 6/10ths of his regular schedule. This position may be shared by two (2) people, in which case each shall receive half the stipend.
5. **Minimum Qualifications:**
 - a. Tenured teacher with a minimum of one (1) year teaching at EWG Junior High and must have and maintain an Effective or Highly Effective rating on the most recent annual evaluation.
 - b. A core team teacher .
 - c. Six-tenths teacher at the Junior High School
 - d. Demonstrated leadership, mentoring, and administrative capabilities.
6. **Major Areas of Responsibility.** The Junior High School Team Leaders will have the following duties and responsibilities:
 - a. Disseminate Team information to teachers and building administration.
 - b. Facilitate/aid in the development and coordination of Team interdisciplinary units.
 - c. Facilitate/aid in appropriate instructional placement of students within team using varied learning strategies to meet students' needs within the team.
 - d. Assist in fostering a positive, cooperative climate among the team.
 - e. Together, Team Leaders will participate in monthly meetings to ensure that teams are working together toward the goals of the school. The coordination and review of teaching, learning and school environment and the sharing of resources. Team ideas and activities will be a part of the monthly meetings.

- f. Assist, encourage and facilitate student/Team teacher/parent communication.
 - g. Coordinate the ordering of supplies and materials for the team activities.
 - h. Advocate for teachers in the handling of day-to-day problems of instruction.
 - i. Provide orientation for newly hired and transferred teachers to the team.
 - j. Mentor experienced team teachers who are newly hired to the district or transferred to the school/team.
 - k. Identify, utilize and coordinate building and community resources for programs.
 - l. Oversee and coordinate program/events/activities involving field trips and student awards and other achievement related matters.
 - m. Serve on the screening committee for all new team members.
 - n. Receive, record and inventory all team assets as purchased.
 - o. Work with principal to plan the master schedule for the Junior High School.
 - p. Junior High School Team Leaders shall monitor financial records of Team accounts.
 - q. Assume a leadership role in the overall school community.
 - r. Represent, as necessary, the school or team at professional meetings and conferences, community meetings and public forums.
7. Junior High School Team Leaders will not be assigned contractual supervisory duties. (Team time will not be considered a duty)

C. Elementary Grade Level Leaders

1. There shall be one (1) Elementary Grade Level Leader for each grade level.
2. The stipend for Elementary Grade Level Leaders is as provided for in Appendix (A).
3. Terms of office shall be three (3) years.
4. **Selection of Elementary Grade Level Leaders.** Elementary Grade Level Leaders shall be elected by the members of their respective grades. The Building Administration (Principal and Vice Principal) shall be entitled to vote in the elections in their respective buildings. Elections shall be held by May 1 each year.
5. **Minimum Qualifications:**
 - a. Tenured teacher with a minimum of one (1) year teaching at the grade level and must have and maintain an Effective or Highly Effective rating on the most recent annual evaluation.
 - b. Demonstrated leadership, mentoring, and administrative capabilities.
6. **Major Areas of Responsibility.**
 - a. Disseminate team information to teachers and building administration.
 - b. Oversee instruction and programs at the grade level.
 - c. Mentor experienced grade-level teachers who are newly hired to the district or transferred to the grade level.

- d. Serve on the screening committee for all new grade-level teachers.
 - e. Support grade-level teachers with the evaluation process, including setting and monitoring professional goals, setting and monitoring Student Learning Objectives, and any other related evaluation tasks defined by the District Evaluation Committee.
 - f. Conduct a minimum of three (3) grade-level meetings per year to establish and implement grade-level goals and activities for instructional improvement.
 - g. Following each grade-level meeting, provide the building principal with a summary of business discussed, at the request of the principal;
 - h. Work collaboratively to integrate the work of the grade-level team into the total instructional program of the school.
 - i. Assist in fostering a positive, cooperative climate among the grade-level team.
 - j. Survey the grade-level team and develop grade-level budget for submission to the building principal.
 - k. Oversee the inventory, care and replacement of grade-level equipment.
 - l. Assume a leadership role in the overall school community.
 - m. Attend monthly leadership team meetings with the building administration.
 - n. Represent, as necessary, the school or grade-level at professional meetings and conferences, community meetings and public forums.
 - o. Serve on the Placement Committee (however, this shall not exclude any additional volunteers to the Committee).
7. Elementary Grade-Level Leaders will not be assigned duties. Teachers who share the grade-level leader position shall also share duty assignments.

D. Guidance

1. Selection of Guidance Coordinator. When there are four (4) or more full-time equivalent guidance counselors serving students at the junior-Senior High School, a Guidance Coordinator, for grades 7 – 12, shall be chosen from among the guidance staff. Selection shall be by election, the same as for department chairs, to be conducted as soon as the job description is complete.
2. Job description shall be jointly written by counselors and administration and include the adjustment of student load (if any) of the coordinator.

ARTICLE 30
PROFESSIONAL DEVELOPMENT

A. Professional Development.

1. When implementing new curriculum, teachers shall be provided with professional development (PD).
2. The District Evaluation Committee (DEC) shall establish PD goals and/or topics. In each school, two (2) teachers selected by the staff shall serve on the school-based Professional Development Committees and shall provide PD opportunities at the school level to support goals established by the (DEC), District goals, teacher evaluation goals, school improvement plan goals, and other school-based needs as determined by faculty input and/or major areas of need identified by analysis of school-wide teacher evaluation results.
3. Representatives of the PDC at each school shall meet with the principal, at least three (3) times each year, but no more than four (4) times each year to review data, plan and evaluate professional development activities.

B. Conferences/School Visits. Up to three (3) days for the purpose of visiting other schools, attending meetings or conferences of an educational nature may be granted. A written report of the conference or visitation shall be submitted to the school Principal and School Committee.

C. Mentoring for New Teachers.

1. Experienced teachers who are new to the district or transferred to the grade level, team or department will be mentored by their department chair, team leader, or grade level leader.
2. All first year teachers will participate in the mentoring program. Teachers changing grade levels or content areas may request a mentor. Teachers placed on an improvement plan may be provided a mentor.
3. Mentors will be trained prior to participating in the program. Said training shall consist of no fewer than fifteen (15) hours of training/workshops. The district shall provide interested bargaining unit members with training as Mentor/Peer Coaches. Such training will be provided when the district identifies the need for building mentor capacity. Both parties agree the trainees shall not be compensated for the training time.
4. Mentors assigned a Mentee for the ensuing school year shall be required to attend the New Teacher Orientation Day.
5. Mentors will meet with mentees twice a month. One meeting shall be scheduled at a time mutually agreed upon by the Mentor and the Mentee. The second meeting shall be

scheduled by the District Mentor Coordinators and/or the Director of Curriculum. Three of the meetings will be district-wide. Meetings shall be scheduled ten (10) minutes after a mentee's school day, with the exception of the three (3) district-wide mentor meetings. The mentee's school day is defined as the contractual day for a full-time teacher in the mentee's building.

6. Observations (either of the Mentor observing the Mentee or the Mentee observing the Mentor) shall be conducted three (3) times a year using a model designed to assist the mentee in an area of self-reported need. All observations and written documents that are part of the peer coaching cycle are confidential and may not be used in any formal evaluation process.
7. The Mentor Coordinators and/or the Director of Curriculum, with input from the Mentors and Mentees, shall evaluate program effectiveness annually, and make recommendations for improvement to the superintendent.
8. Mentors of first year teachers, except department chairs, will be paid \$750 a year. Mentors, where mentoring is optional including the following year for mentors of first year teachers, shall be paid \$375.
9. Mentors reflect the best models of good teaching practice in the District. They have been trained (as provided for above) for their role, have taught for at least five years, and have received at least an Effective rating on their most recent evaluation. Mentor assignments shall be determined based on the following considerations:
 1. by location
 2. on the basis of similar job assignments
 3. to provide a diversity of educational philosophies
 4. by matching the needs of the mentee with strengths of the mentor.
10. Mentors are assigned by building principals or the special education director, subject to approval by the Mentor Coordinators and the Superintendent of Schools or his/her designee.
11. Mentors, including department chairs, may mentor up to two teachers, one of whom is a first year teacher.

E. District Mentor Coordinators

1. If there are five (5) or more mentors within a grade level (Elementary level K-6 and Secondary 7-12) the district shall provide one (1) Mentor Coordinator for that level. The stipend shall be as provided in Appendix (A). If there are no mentor coordinators, the following duties shall be the responsibility of the Director of Curriculum.

2. The District Mentor Coordinators will:
 - Facilitate Peer Coaching at their respective Elementary or Secondary level.
 - Consult with principals on the initial assignment of mentors to first year teachers.
 - Oversee implementation of the mentoring process.
 - Conduct mentor and peer coaching training.
 - Evaluate the mentor and peer coaching programs.
 - Make progress checks with mentors and mentees.
 - Coordinate program meetings and professional development, and establish the agenda thereof.
 - Keep the mentoring handbook current.
 - Make recommendations for program improvement.
 - Provide a place for participants to raise program concerns and issues.
 - Coordinate and facilitate peer-coaching activities.
3. Teachers will inform the District Mentor Coordinator and/or Director of Curriculum by no later than October 1 of their interest in participating in the Peer Coaching program for the school year.
4. Teachers who are selected to participate in the peer-coaching model must complete a minimum of three cycles. A cycle is a set of reciprocal observations with corresponding meetings.
5. All observations and written documents that are part of the peer coaching cycle are confidential and may not be used in any formal evaluation process.
6. Mentor Coordinators must have experience with mentoring, coaching, and professional development and be capable of conducting training sessions for mentors.

ARTICLE 31

STRIKES/LOCKOUTS

The Association and the teachers it represents acknowledge that the Certified School Teachers' Arbitration Act does not accord to certified public school teachers the right to strike.

The Committee agrees it will not cause a lockout of any of its employees during the life of this Agreement.

The Committee acknowledges that the Certified School Teachers' Arbitration act does accord to certified school teachers the right to bargain collectively with their respective school committees and to be represented by an association or labor organization in the negotiation or collective bargaining concerning hours, salary, working conditions, and all other terms and conditions of professional employment.

The Association and the teachers it represents agree to collectively bargain in good faith.

**ARTICLE 32
DURATION**

The terms and conditions of this Agreement shall be effective as of September 1, 2016 and shall continue in full force and effect through August 31, 2019.

IN WITNESS WHEREOF, the parties hereunto set their hands this day of _____

BY

Claudine Pande
Chair
Exeter-West Greenwich Regional
School District School Committee

Barbara Wilmot
President
Exeter-West Greenwich
Teachers' Association

APPENDIX A: SALARY AND STIPENDS

A. Salary:

	2016-2017	2017-2018	2018-2019
Step	2% raise	2% raise	2% raise
1	\$40,116.76	\$40,919.10	\$41,737.48
2	\$43,215.75	\$44,080.06	\$44,961.66
3	\$45,851.60	\$46,768.63	\$47,704.01
4	\$48,255.89	\$49,221.01	\$50,205.43
5	\$51,204.67	\$52,228.77	\$53,273.34
6	\$54,849.18	\$55,946.17	\$57,065.09
7	\$57,640.47	\$58,793.27	\$59,969.14
8	\$60,278.41	\$61,483.98	\$62,713.66
9	\$64,590.49	\$65,882.30	\$67,199.95
10	\$69,582.66	\$70,974.31	\$72,393.80
11	\$74,574.82	\$76,066.32	\$77,587.64
12	\$80,361.82	\$81,969.06	\$83,608.44

B. Longevity Stipends

	2016-2017	2017-2018	2018-2019
Years of Service*	Freeze	3% raise	Freeze
20	\$1,250.00	\$1,287.50	\$1,287.50
25	\$2,250.00	\$2,317.50	\$2,317.50
30	\$3,250.00	\$3,347.50	\$3,347.50

*Note: Teachers eligible for longevity stipends as of September 1, 2013 based on years of teaching (previous “step”) will continue to receive said stipend as noted above. After September 1, 2013, all new longevity stipends shall be awarded based years of service as a certified employee to the Exeter-West Greenwich Regional School District. The longevity stipends are not cumulative. For example, a teacher receiving the twenty-five (25) year stipend does not also receive the twenty (20) year stipend.

C. College Course Tuition/Professional Development Registration Reimbursement:

The Committee shall fund a reimbursement account of \$10,000. Should the money designated for tuition reimbursement not be used in a given year, the fund will roll over and be added to the next year’s account to be capped at \$20,000. Each year, the fund will be divided into three (3) allocations: Fall Allocation, Spring Allocation and Summer Allocation. Each allocation will be rolled into the next in the event that it was not utilized during its allocation timeframe. Teachers shall apply to the superintendent for tuition reimbursement and CEU fees. Reimbursement shall not exceed \$750 per course or professional development session. No teacher shall be reimbursed for a second or third course or professional development session beyond the initial \$750 allotment within a given year period until any teacher(s) applying for reimbursement for the first time is reimbursed.

D. Advanced Lanes:

1. Only college level courses approved by the superintendent of schools, preferably approved in advance but not later than half-way through the course, may be taken for extra credit on salary.
2. Teachers receive only the highest degree stipend for which they are eligible. Teachers who received National Board Certification or Board Certification prior to September 1, 2013 shall receive the NBCT stipend in addition to their degree lane. Teachers who receive National Board Certification after September 1, 2013 shall receive only the higher stipend associated with their eligible degree lanes.
3. All current employees receiving advanced lane increments will continue to receive lanes and stipends awarded prior to September 1, 2013 (Bachelor's + 36 = \$2975; Bachelor's + 30 in approved Master's Program = \$2975; Bachelor's + 51 = \$3585; Master's = \$3585; Master's + 15 = \$3967; Master's + 30 in an approved program = \$4119; Double Master's = \$4195; PhD = \$4272; NBCT = \$5950). Any teacher advanced lane increment approved after September 1, 2013 shall receive the new lane increment as outlined below:

Advanced Lane Increments
Degree and Credits in field¹

Bachelor's Degree plus 36 credits (Up to 6 credits may be CEU equivalent).....	\$2,975
Master's Degree.....	\$3,500
PhD.....	\$4,000
National Board Certification (Issued by the National Board for Professional Teaching Standards)	\$5,000
Board Certification (For clinicians, issued by the respective professional organizations).....	\$2,500

¹ Compensation for courses completed after conferral of Master's Degree. A record of this course must be on file in the Superintendent's Office.

E. Other Annual Stipends

Department Chairpersons	\$5,000
Team Leaders	\$3,280
Elementary Grade Level Leaders	\$2,000/\$2,250 if mentoring responsibilities for which a stipend is otherwise not provided
District Evaluation Committee	\$300
School Based PDC	\$200
Mentor Coordinators	\$3,000

F. When the District employs part-time teachers, the District shall use the matrix/formula below to calculate the percentage of full time compensation for the teacher.

PART TIME COMPENSATION MATRIX/FORMULA

A. HIGH SCHOOL

Number of Blocks Taught per Day	Percent of FTE
1 Block	0.33
1 Block plus Advisory	0.40
1.5 Blocks	0.50
1.5 Blocks plus Advisory	0.57
2 Blocks	0.67
2 Blocks plus Advisory	0.74
2.5 Blocks	0.83
2.5 Blocks plus Advisory	0.90
3 Blocks plus Advisory	1.0

B. JUNIOR HIGH

Number of Classes Taught by Teachers per Day (Plus Enrichment)	Percent of FTE
1 Class	0.20
1 Class plus Advisory	0.24
1 Class plus Full Intervention/Enrichment + Advisory	0.40
2 Classes	0.40
2 Classes plus Advisory	0.44
2 Classes plus Full Intervention/Enrichment + Advisory	0.60
3 Classes	0.60
3 Classes plus Advisory	0.64
3 Classes plus Full Intervention/Enrichment + Advisory	0.80
4 Classes	0.80
4 Classes plus Advisory	0.84
4 Classes plus Full Intervention/Enrichment + Advisory	1.0
5 Specialist Classes + Advisory	1.0

C. ELEMENTARY

1. Specialists

Number of Classes Taught by Specialists (Chart includes some but not all possible examples.)	Percent of FTE
5 out of 30	0.17
10 out of 30	0.33
15 out of 30	0.50
20 out of 30	0.67
25 out of 30	0.83
30 out of 30	1.0

Number of Days Taught by Specialists	Percent of FTE
1 out of 5	0.20
2 out of 5	0.40
3 out of 5	0.60
4 out of 5	0.80
5 out of 5	1.0

2. Grade Level Teachers, Special Education Teachers, Reading Teachers

When teachers are employed for a portion of a school day(s), their salary and benefits will be determined by the total minutes taught in the students' school day minus lunch and planning.

3. Job Sharing

Teachers requesting Job Sharing must submit their part-time capacity in their job sharing proposal. The division of the day/week, based on instructional minutes, will determine the percentage of their full time status.

D. No teachers sharing a position shall have the sum of their portions greater than the whole position.

APPENDIX B EXTRACURRICULAR ACTIVITIES

TEAM/CLUB	2015-16 Reference	2016-2017 3% raise	2017-2018 Freeze	2018-2019 Freeze
ELEM Band	\$1,880.00	\$1,936.40	\$1,936.40	\$1,936.40
Metcalf Chorus	\$1,826.00	\$1,880.78	\$1,880.78	\$1,880.78
Wawaloam Chorus	\$913.00	\$940.39	\$940.39	\$940.39
JH Band	\$2,169.00	\$2,234.07	\$2,234.07	\$2,234.07
JH Chorus	\$1,446.00	\$1,489.38	\$1,489.38	\$1,489.38
JH Computer Club	\$939.00	\$967.17	\$967.17	\$967.17
JH Drama	\$1,590.00	\$1,637.70	\$1,637.70	\$1,637.70
JH Talented and Gifted (Talk Show)	\$1,229.00	\$1,265.87	\$1,265.87	\$1,265.87
JH Intramurals- FALL (10 WEEKS)	\$632.00	\$650.96	\$650.96	\$650.96
JH Intramurals- SPRING (10 WEEKS)	\$632.00	\$650.96	\$650.96	\$650.96
JH Student Council	\$1,229.00	\$1,265.87	\$1,265.87	\$1,265.87
JH Technology Club	\$939.00	\$967.17	\$967.17	\$967.17
JH Yearbook	\$1,880.00	\$1,936.40	\$1,936.40	\$1,936.40
SH Art Club	\$1,525.00	\$1,570.75	\$1,570.75	\$1,570.75
SH Art Honor Society	\$939.00	\$967.17	\$967.17	\$967.17
SH Band	\$4,265.00	\$4,392.95	\$4,392.95	\$4,392.95
SH Best Buddies	\$650.00	\$669.50	\$669.50	\$669.50
SH Chorus	\$2,458.00	\$2,531.74	\$2,531.74	\$2,531.74

SH Debate Club	\$1,320.00	\$1,359.60	\$1,359.60	\$1,359.60
SH DECA	\$2,368.00	\$2,439.04	\$2,439.04	\$2,439.04
SH Drama Club	\$3,688.00	\$3,798.64	\$3,798.64	\$3,798.64
SH FFA	\$2,096.00	\$2,158.88	\$2,158.88	\$2,158.88
SH Foreign Language (2)	\$939.00	\$967.17	\$967.17	\$967.17
SH Gay-Straight Alliance	\$939.00	\$967.17	\$967.17	\$967.17
SH Class Advisor- GRADE 9	\$1,229.00	\$1,265.87	\$1,265.87	\$1,265.87
SH Class Advisor- GRADE 10	\$1,561.00	\$1,607.83	\$1,607.83	\$1,607.83
SH Class Advisor- GRADE 11	\$2,748.00	\$2,830.44	\$2,830.44	\$2,830.44
SH Class Advisor- GRADE 12	\$2,965.00	\$3,053.95	\$3,053.95	\$3,053.95
SH Math Team	\$1,320.00	\$1,359.60	\$1,359.60	\$1,359.60
SH Model Legislature	\$1,320.00	\$1,359.60	\$1,359.60	\$1,359.60
SH National Honor Society	\$1,616.00	\$1,664.48	\$1,664.48	\$1,664.48
SH Newspaper	\$1,320.00	\$1,359.60	\$1,359.60	\$1,359.60
SH Outdoor Adventure Club	\$1,229.00	\$1,265.87	\$1,265.87	\$1,265.87
SH Recycling Club	\$362.00	\$372.86	\$372.86	\$372.86
SH SADD	\$1,012.00	\$1,042.36	\$1,042.36	\$1,042.36
SH Scholarship/Awards Coordinator	\$1,085.00	\$1,117.55	\$1,117.55	\$1,117.55
SH Science Olympiad	\$837.00	\$862.11	\$862.11	\$862.11
SH Student Council	\$1,663.00	\$1,712.89	\$1,712.89	\$1,712.89
SH Unified Theater	\$939.00	\$967.17	\$967.17	\$967.17
SH Yearbook	\$3,759.00	\$3,871.77	\$3,871.77	\$3,871.77
Web Site Redesign Team	\$3,579.00	\$3,686.37	\$3,686.37	\$3,686.37
JH Baseball- HEAD COACH	\$3,254.00	\$3,351.62	\$3,351.62	\$3,351.62
JH Basketball- BOYS' HEAD COACH	\$3,381.00	\$3,482.43	\$3,482.43	\$3,482.43
JH Basketball- GIRLS' HEAD COACH	\$3,381.00	\$3,482.43	\$3,482.43	\$3,482.43
JH Cheerleading- HEAD COACH	\$1,446.00	\$1,489.38	\$1,489.38	\$1,489.38
JH CROSS COUNTRY- HEAD COACH	\$2,819.00	\$2,903.57	\$2,903.57	\$2,903.57
JH Soccer- BOYS' HEAD COACH	\$3,254.00	\$3,351.62	\$3,351.62	\$3,351.62
JH Soccer- GIRLS' HEAD COACH	\$3,254.00	\$3,351.62	\$3,351.62	\$3,351.62
JH Softball- HEAD COACH	\$3,254.00	\$3,351.62	\$3,351.62	\$3,351.62
JH Track- BOYS' HEAD COACH	\$2,819.00	\$2,903.57	\$2,903.57	\$2,903.57
JH Track- GIRLS' HEAD COACH	\$2,819.00	\$2,903.57	\$2,903.57	\$2,903.57
JH Wrestling- HEAD COACH	\$3,254.00	\$3,351.62	\$3,351.62	\$3,351.62
SH Baseball- JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Baseball- VARSITY COACH	\$4,527.00	\$4,662.81	\$4,662.81	\$4,662.81
SH Basketball- BOYS' JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Basketball- BOYS' VARSITY COACH	\$4,670.00	\$4,810.10	\$4,810.10	\$4,810.10
SH Basketball- GIRLS' JV	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Basketball- GIRLS' VARSITY	\$4,670.00	\$4,810.10	\$4,810.10	\$4,810.10
SH Cheerleading (/season)- HEAD COACH	\$2,032.00	\$2,092.96	\$2,092.96	\$2,092.96
SH Cross Country- BOYS' HEAD COACH	\$3,326.00	\$3,425.78	\$3,425.78	\$3,425.78

SH Cross Country- GIRLS' HEAD COACH	\$3,326.00	\$3,425.78	\$3,425.78	\$3,425.78
SH Football- ASSISTANT COACH	\$2,892.00	\$2,978.76	\$2,978.76	\$2,978.76
SH Football- HEAD COACH	\$4,670.00	\$4,810.10	\$4,810.10	\$4,810.10
SH Golf- HEAD COACH	\$3,095.00	\$3,187.85	\$3,187.85	\$3,187.85
SH Gymnastics- HEAD COACH	\$3,036.00	\$3,127.08	\$3,127.08	\$3,127.08
SH Hockey- ASSISTANT COACH (EWG portion)	\$1,446.00	\$1,489.38	\$1,489.38	\$1,489.38
SH Hockey- HEAD COACH (EWG portion)	\$2,531.00	\$2,606.93	\$2,606.93	\$2,606.93
SH Indoor Track- HEAD COACH	\$4,527.00	\$4,662.81	\$4,662.81	\$4,662.81
SH Outdoor Track- BOYS' ASSISTANT COACH	\$2,892.00	\$2,978.76	\$2,978.76	\$2,978.76
SH Outdoor Track- BOYS' HEAD COACH	\$4,467.00	\$4,601.01	\$4,601.01	\$4,601.01
SH Outdoor Track- GIRLS' ASSISTANT COACH	\$2,892.00	\$2,978.76	\$2,978.76	\$2,978.76
SH Outdoor Track- GIRLS' HEAD COACH	\$4,467.00	\$4,601.01	\$4,601.01	\$4,601.01
SH Soccer- BOYS' JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Soccer- BOYS' VARSITY COACH	\$4,384.00	\$4,515.52	\$4,515.52	\$4,515.52
SH Soccer- GIRLS' JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Soccer- GIRLS' VARSITY COACH	\$4,384.00	\$4,515.52	\$4,515.52	\$4,515.52
SH Softball- JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Softball- VARSITY COACH	\$4,527.00	\$4,662.81	\$4,662.81	\$4,662.81
SH Tennis- BOYS' HEAD COACH	\$3,109.00	\$3,202.27	\$3,202.27	\$3,202.27
SH Tennis- GIRLS' HEAD COACH	\$3,109.00	\$3,202.27	\$3,202.27	\$3,202.27
SH Volleyball- BOYS' JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Volleyball- BOYS' VARSITY COACH	\$4,384.00	\$4,515.52	\$4,515.52	\$4,515.52
SH Volleyball- GIRLS' JV COACH	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
SH Volleyball- GIRLS' VARSITY COACH	\$4,384.00	\$4,515.52	\$4,515.52	\$4,515.52
SH Wrestling- ASSISTANT COACH	\$2,892.00	\$2,978.76	\$2,978.76	\$2,978.76
SH Wrestling- HEAD COACH	\$4,527.00	\$4,662.81	\$4,662.81	\$4,662.81
SH ASSISTANT COACH (if not listed)	\$2,892.00	\$2,978.76	\$2,978.76	\$2,978.76
SH JV COACH (if not listed)	\$3,068.00	\$3,160.04	\$3,160.04	\$3,160.04
Athletic Director- DISTRICT	\$13,158.00	\$13,552.74	\$13,552.74	\$13,552.74
Sports Supervisor- Fall	\$1,653.00	\$1,702.59	\$1,702.59	\$1,702.59
Sports Supervisor- Spring	\$516.00	\$531.48	\$531.48	\$531.48
Sports Supervisor- Winter	\$1,653.00	\$1,702.59	\$1,702.59	\$1,702.59

Continuity incentive- 5 years in same club/sport: stipend X 1.075
Continuity incentive- 10 years in same club/sport: stipend X 1.125

Advisors and coaches are required to attend all functions, in their entirety, related to the position for which they are receiving a stipend. In the case of an emergency, absence shall be reported directly to the principal and/or athletic director.

NEW CLUBS/ACTIVITIES:

In the event that a club or activity listed in Appendix B will not run in a given year, funding may be reallocated to a new club or activity on a provisional, one-year only basis so as to determine the success of the activity. When a teacher or a group of students seek to start a new club, they must complete a proposal and submit it to the building principal, who will forward said request to the Superintendent and the EWGTA for review. Approval for a new club or activity shall be based on the following criteria, in no particular order:

- Availability of funding
- Degree of student interest and commitment
- Variety and frequency of opportunities available to students through the activity
- Target audience and whether this activity addresses the interests of a new group of students who have otherwise been uninvolved
- Comprehensiveness of the activity implementation plan

At the end of the provisional period for newly approved clubs or activities, payment will be authorized based on active student participation and successful completion of the provisions outlined in the initial application. Successful new clubs/activities shall remain as authorized clubs/activities and the club/activity that they replaced shall be subject to application as a new club/activity through the process described above.

NON-PAYMENT FOR CLUBS/ACTIVITIES:

Advisors/coaches shall not be eligible for stipends for any of the following reasons:

- Non-attendance of the coach/advisor
- Failure to achieve the major goal(s) of the club/activity (For example, a ski club that does not hold a ski trip or a drama club with no productions)
- Non-participation of students (For example, a JV coach when there is no JV team)

Decisions related to withholding stipends for any of the above reasons shall be grounded in common-sense application of the above language, and shall be communicated by the Superintendent to the affected coach/advisor, the building administrator, the athletic director (if applicable), and the EWGTA President.

APPENDIX C: JOB SHARING

I. RATIONALE:

Job Sharing provides flexibility in employment for teachers who either require a modified schedule or who elect to work a modified schedule. Job Sharing provides students with instruction that emphasizes the special strengths and skills of the respective Job Sharing partners. Job sharing provides employment to teachers who, due to temporary personal or family commitments, elect not to attend a full time work schedule.

II. DEFINITIONS:

A. **Job Sharer.** Except in those instances in which the Job Sharing partners teach the same grade, the Job Sharer is the teacher who seeks to share his or her position with another teacher. In those instances in which the Job Sharing partners teach the same grade, the Job Sharer is the senior teacher. The Job Sharer owns the position and shall retain all rights thereto extending from the collective bargaining agreement and/or state statute. It is understood by the Parties that the Job Sharer shall retain his or her position in the event that the Job Share terminates.

B. **Job Sharee.** Except in those instances in which the Job Sharing partners teach the same grade, the Job Sharee is the teacher who elects to partner with the Job Sharer. In those instances in which the Job Sharing partners teach the same grade, the Job Sharee is the junior partner. The Job Sharee voluntarily relinquishes all rights to the position he or she has vacated in order to accept the Job Sharing partnership

Illustration A: Teacher A teaches fifth grade and seeks to share her job with another teacher, Teacher B who teaches third grade. Teacher A is the Job Sharer and retains rights to the fifth grade position in the event that the Job Share terminates. Teacher B voluntarily relinquishes rights to the third grade position she has vacated.

Illustration B: Teacher C teaches fourth grade and seeks to share his job with another teacher, Teacher D who also teaches fourth grade. Teacher C is the senior teacher and is the Job Sharer. Teacher D, the junior teacher, has by accepting the fourth grade Job Share with Teacher C, vacated his fourth grade position.

C. **Termination of the Job Share.** The Job Share shall terminate when any one of the following occurs:

1. Either partner leaves the Job Share;
2. The position owned by the Job Sharer is abolished;
3. The superintendent determines that the Job Share does not have merit, or,
4. The District is unable to find a suitable replacement after a reasonable effort (defined below).

In the event that C.1 (loss of partner) should occur, the School Department shall make every reasonable attempt to locate an acceptable partner. A reasonable attempt shall include at least the

following:

- posting the position, and,
- advertising the position on School Spring

III. LIMITATIONS:

- A. Each Job Share partner shall be required to attend evening meetings as defined by the percentage of their partnership responsibility (i.e., .5 FTE will attend half of the scheduled evening meetings) each school year without additional compensation.
- B. Job Sharing partners are encouraged to attend all faculty meetings; however, they are required to attend that number of meetings corresponding to their Full-Time-Equivalent (FTE) status without additional compensation.

Illustration: Teacher A Job Shares with Teacher B. Teacher A's FTE status is .4 and Teacher B's FTE status is .6. Teacher A shall attend 4 out of 10 meetings and Teacher B shall attend 6 out of 10 meetings.

- C. Teachers in a Job Share arrangement cannot participate in the Job Fair for the year that their partnership is established.
- D. Teachers who receive a non-renewal notice cannot submit a job share proposal.
- E. Job Share partnerships end at the end of each school year. Job Share partnerships that wish to continue from year-to-year must go through the review process as described below.

IV. GUIDELINES FOR JOB SHARING PROPOSALS AND REVIEW:

- A. Teacher(s) seeking to share a full-time position must submit a written proposal to the Building Principal on or before May 1 of the school year preceding the school year when the Job Share is scheduled to commence. The Building Principal shall immediately forward the written proposal to the superintendent for review.
- B. Teachers may apply without a partner. It is preferable that two (2) teachers apply together.
- C. The proposal shall contain a statement affirming the following:
 - applicant compatibility, and
 - dedication to the teaching profession, and
 - dedication to student-centered instructional quality.
- D. The proposal shall also include the following:
 1. The date the Job Share is expected to commence;
 2. The date the Job Share is expected to conclude;

3. The division of tasks and time between the partners of the Job Share;
 4. The division of standards-based instruction by subject matter for elementary grades or content area for secondary grades;
 5. Provisions for communication between the partners;
 6. Provisions for communication between the partners and staff; and
 7. Provisions for communication with parents.
- E. The proposal must indicate that the Job Share will maintain a continuity of instruction for students, in such a way that each individual partner will have the same class, the same student membership and/or course assignments throughout the duration of the job sharing. (For example: At the elementary level a partner that teachers reading will teach reading throughout the week with the same student membership.)
- F. Proposals shall be evaluated by the superintendent and Association President within thirty (30) days of submission. If the proposals have merit and are consistent with the Collective Bargaining Agreement, they shall be forwarded to the Committee for approval. Job share requests shall not be unreasonably denied.

APPENDIX D: BENEFIT PLAN SUMMARIES

SUMMARY OF BENEFITS (PPO)

This is a summary of coverage levels for the Preferred Provider Organization (PPO) plan under this agreement. It includes information about co-payments, deductibles, coinsurance, and some benefit limits.

SUMMARY OF BENEFITS (Indemnity)

This is a summary of coverage levels for the Indemnity Plan under this agreement. It includes information about co-payments, deductibles, coinsurance, and some benefit limits.

SUMMARY OF BENEFITS (High Deductible Plan)