

**AGREEMENT**  
**BETWEEN**  
**THE FOSTER-GLOCESTER REGIONAL**  
**SCHOOL COMMITTEE**  
**AND**  
**NEA-PONAGANSET**  
**2016-2019**

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## **ARTICLE I**

### **GENERAL**

- A. This Agreement is negotiated under Chapter 9.3 of Title 28 of the General Laws of Rhode Island.
- B. The Committee and the Association recognize the importance of orderly, just and expeditious resolution of issues which may arise as a result of these provisions of this Agreement dealing with salaries and condition of employment under Chapter 9.3 of Title 28 of the General Laws of Rhode Island and accordingly agree herein upon a grievance procedure for the effective processing of such disputes. However, this Agreement includes a reaffirmation by the Association that nothing contained in this Contract shall be construed to accord to the certified public school teachers employed by the Foster-Glocester Regional School District School Committee the right to strike or to participate in a work stoppage of any kind.
- C. The Committee and the Association accept the provisions of the Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties to perform under governing law.
- D. The Committee and the Association also recognize the importance of stimulating responsible participation by the professional staff in the formulation of governing policy.
- E. Subject to the provisions of Chapter 9.3 of Title 28 as the same may be amended, the Committee agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Except for such negotiations under Chapter 9.3 of Title 28, however, the Committee shall be free to communicate with teachers or their representatives, individually or by group, for whatever purpose the Committee may deem desirable in the discharge of its responsibilities.
- F. The provisions of the Agreement shall become Committee Policy. The School Committee agrees for the duration of the Agreement to adopt no policy in conflict with its provisions, and that any previously adopted policy, rule, or regulation in conflict shall be superseded by the appropriate provisions of the Agreement. However, nothing contained herein shall be construed to operate retroactively unless expressly stated, nor prohibit the Committee from adopting new policies not in conflict with the provisions of this Agreement.
- G. Subject to provisions of this Agreement, the Committee reserves and retains full rights, authority and discretion in the proper discharge of its duties and responsibilities to control, supervise, and manage the Regional School District under governing laws,

ordinances, rules and regulations. The Superintendent of Schools is the Chief Administrative Officer of the School Committee and may delegate the authority to his/her professional assistants as he/she may deem necessary for the efficient and orderly operation of the schools.

- H. Upon ratification of these changes, the School Committee will adopt, at its next two (2) regularly scheduled School Committee meetings, the mutually agreed upon School Committee NEA Ponaganset Job Fair Policy. Any changes to this policy relating to Job Fair will be subject to negotiations with NEA Ponaganset.

## **ARTICLE II** **RECOGNITION**

- A. Subject to and in accordance with the provisions of Chapter 9.3 of Title 28 of the General Laws of Rhode Island, the Committee recognizes the Association for the purposes of professional negotiations as the exclusive representative of all certified professional employees (hereinafter generally referred to as Teachers) below the rank of Assistant Principal, employed and engaged in positions requiring a teaching or special services certificate.
- B. The Association agrees to represent equally all teachers without regard to membership or participation in, or association with the activities of, the Association or any other employee organization in the Foster-Glocester Regional School System, provided however, that this may not be construed as to negate Article XIX of this Agreement.

C. **Communications:**

The Committee and the Association recognize the value of effective communication among all levels of the school system and agree that:

1. Members of the Association are welcome to attend all regular School Committee Meetings. Permission will be granted for representatives of the Association to speak at such meetings subject to the procedural rules set forth by the Committee.
2. All Building Principals shall meet individually with their Building Representatives for matters of mutual concern at least once each month at the request of either party.

## **ARTICLE III**

### **TEACHING HOURS AND TEACHING LOADS**

A. **Work Day**

1. The length of the work day shall be no more than six and three quarter (6 3/4) consecutive hours. Teachers required to report earlier than fifteen (15) minutes before start of school shall be excused from the time after school.
2. The School Committee may schedule classes outside of the normal school day provided the teacher accepts the assignment and the Association has no objection. Terms and conditions of such assignments will be negotiated on a case by case basis.
3. All teachers will be given equal opportunity to participate voluntarily in the areas of curriculum work or staff development. Qualifications being equal, seniority by building shall be the basis for awarding such work if there are more volunteers than available work or funding.
4. All teachers who perform curriculum work or engage in staff development before or after the contractual school work day shall be compensated at the hourly rate of \$37..

B. **Work Year**

1. Number of work days:
  - a. Commencing the 2013-2014 school year, the work year for teachers covered by the classroom teachers' salary schedule shall consist of one hundred and eighty-four (184) days, of which no more than one hundred eighty (180) days shall be teaching days. The work year shall begin not more than two (2) days prior to the opening of school in August or September and terminate not more than one (1) day after the close of school in June. One (1) non-teaching day shall be used for the purpose of senior exhibition. The District agrees that it will provide 1.5 hours on the first and last day for setup and breakdown of the classrooms.

Notwithstanding the foregoing the per diem rate for teachers shall be calculated at 1/180.

- b. If the students' last day falls on a Friday, the teachers' last day shall be that Friday.

2. Arrangements shall be made before the work is performed for extra compensation for time required beyond the one hundred eighty-four (184) days at the daily prorated salary per day for the time required.
3. Teachers who fail to report when required on the day before school opens and/or the day after school closes shall have such absence charged against their appropriate leave.
4. a. First year personnel may be required to attend additional orientation sessions throughout the school year. Such orientation sessions shall include one (1) session, not to exceed one (1) day prior to or soon after the opening of school, plus up to eight (8) hours of after school sessions.
  - b. Department Heads, Curriculum Coordinators, Team Leaders, Librarians, Guidance Counselors and Nurses may be required to attend an additional orientation session of not more than one (1) day.

C. **After School Meetings**

1. Except in the case of an emergency, during each school year, except for those weeks with fewer than five (5) school days, teachers shall attend one (1) weekly meeting of up to one (1) hour scheduled for purposes such as common planning time, professional development, faculty and/or department meetings. A schedule for the school year shall be provided to teachers at the orientation day immediately prior to the instructional year. The schedule may be modified with adequate notice and following the input of teachers, where practicable. Teachers shall participate in two (2) evening meetings, for parent-teacher conferences and back to school night each of which will not exceed two (2) hours for an individual teacher.

Beginning in 2015-2016, in recognition of the number of weekly meetings, an additional compensation of \$500 shall be added to each teacher's step salary as part of Appendix A compensation. Payment shall be made as part of a separate check during the 1st pay period of June of that school year. Any teacher who is on an approved leave of absence (sick leave, professional leave, FMLA, sabbatical leave) will have their after school meeting compensation prorated.

2. **DEFINITIONS**

**Common Planning Time:** Time as outlined herein to permit teams of teachers who share subject matter and/or common students to engage in collective inquiry into both best practice and the current reality regarding their students' existing level of

achievement. This process also affirms what all students are expected to learn in a specific class.

### 3. EXPECTATIONS OF COMMON PLANNING

Expectation One: Each teacher shall participate in the structure and format of Common Planning Time in the conjunction with his/her peer or peers and develop Professional Development based upon the goals and initiatives of the District as determined by the Administration, provided such common planning occurs during the school day and the aforementioned meetings.

Expectation Two: The teams of teachers, organized by subject area in the high school, and subject area and/or teams in the middle school will submit their goals for the year which will be linked to students' achievement for their students taking that course.

Expectation Three: Goals will be set taking into account student performance on local and state assessments as well as school improvement goals.

Expectation Four: Teachers will identify student learning gaps, collectively strategize how to address the gaps in student performance, create common formative assessment that will be used and scored in consistent ways, and then review the data to determine if student achievement increased.

Expectation Five: Results will elucidate areas where future instructional experiences require modification.

#### D. **Lunch Periods**

Teachers shall have a lunch period equal to the length of the student's lunch period. Except in the case of an emergency, this lunch period shall be free of both duty and interruption.

#### E. **Preparation Periods**

In addition to their regular lunch periods, all classroom teachers shall have at least five (5) preparation periods each week, during which time they shall not, except in case of emergency or staffing exigencies, be assigned to any duties other than parent-teacher conferences.

It is the intention of the School Committee and the Association that a teacher be given sufficient advance notice of the conference in order to make whatever preparation may be

necessary. It is recognized, however, that there may be times when immediate attention to a problem involving a parent and teacher is required. In such instances, as determined by the school principal or the superintendent, a conference may be scheduled at the most propitious time, in order to resolve the problem in the best interest of the student, the school, and the parent.

- F.
1. In the event of the absence of a member of the certified staff and if no certified substitute is available, an additional class may be assigned compensated at the rate of one-fifth (1/5) of the substitute's daily rate. (Such payment will be made in a separate check <sup>z</sup> at or near the end of each academic semester.)
  2. In the event of a long term absence or illness (more than ten (10) consecutive school days) of a member of the certified staff, and in the event that no certified substitute is available, the certified personnel who cover these classes on a regular basis will each be compensated at the rate of one-fifth (1/5) of his/her daily teacher's pay.  
  
If the teacher covers the same class for more than ten (10) school days, for a long-term absence, compensation for such time shall be retroactive to the first day at one-fifth (1/5) of his/her daily teacher's pay in accordance with Appendix "A".
  3. In the case of a resignation of a member of the certified staff and if no certified replacement is available, the above compensatory formula will be applied.
  4. If any member of the certified staff is not assigned on a permanent basis, the full number of preparation periods to which he/she is entitled in accordance with this Article, that person will be compensated at the rate of one-fifth (1/5) of his/her daily teacher's pay for each additional period he/she is denied.
  5. Additional compensation due in accordance with paragraphs 2, 3 and 4 above shall be included with regular paychecks.

G. **Number of Classes**

In addition to homeroom duty and except in case of emergency or staffing exigencies, teachers shall not, unless by mutual agreement between the contracting parties, be assigned to more than the following number of classes:

All other teachers, (except department heads) 5 classes plus one preparation period per day.



## H. Department Heads and Coordinators

1. No regular or acting Department Head, Coordinator, or Academic Coach shall be assigned to any duties involving routine supervision of students. Said assigned duties are: bus duty, corridor and lavatory supervision, cafeteria and study hall supervision.
2. A Department Head shall also receive salary payment as per Appendix "A", and a Coordinator shall also receive salary payment as per Appendix "A".
3. When the number of faculty in a subject area reaches four (4) members said departments shall have Department Heads with one (1) fewer class each in order to assume additional time for departmental supervision.
4. REQUIREMENTS
  - a. Specific Department Head responsibilities will be as listed in the existing Job Description used in the district as determined by the Administration.
  - b. Candidates must have served in the department for a minimum of one (1) year or have served within the district for a minimum of two (2) years (except in instances where there is no one in the subject area with one (1) year experience.
  - c. Master's degree preferred.
  - d. All Department Heads and Academic Instructional Coordinators (math, science, social studies, and English) shall serve a two (2) year term, with the first year as a probationary period. Any Department Head in his/her probationary year who does not receive notice by June 10th that his/her term as chair is terminated shall continue as chair for an additional (2) years. Any Department Head not in his or her probationary year must receive notice by June 10th in the third year of his/her term if said term as chair is to terminate on July 1 of the same year. If notice is not received by June 10th, said chair shall continue in the position for an additional two (2) year term.
  - e. The Department Head will be responsible for articulating with the Middle School Coordinators of their related disciplines.
  - f. Department Heads will be evaluated annually.

g. All Department Heads shall have amended assigned class schedules; four (4) classes per day plus one preparation period per day.

5. The following positions are in Appendix A.\*

Instructional Technology Coordinator  
Middle School Math Instructional Coordinator  
Middle School Language Arts Instructional Coordinator  
Middle School Social Studies Instructional Coordinator  
Middle School Science Instructional Coordinator  
Portfolio Coordinator  
Senior Exhibition Coordinator  
Online Learning Coordinator  
Guidance Director

\* These positions will be applied for annually.

Any Coordinator listed above must receive notice by June 10th in the year of his/her term if said term as coordinator is to terminate on July 1 of the same year. If notice is not received by June 10th, said Coordinator shall continue in the position for an additional one year.

I. **Subject Matter Assignments**

Excepting in cases of emergencies or staffing exigencies, teachers in the departmentalized program, commencing with the Seventh Grade, shall not be required to teach in more than two (2) subject matter areas.

If a teacher brings to the attention of the building principal an inequitable teaching load assignment and does not receive satisfaction, then the teacher may grieve the matter up to and including the School Committee level.

J. Teacher participation in Appendix “B” will be on a voluntary basis. Compensation for this participation will be in accordance with the provisions of Appendix “B” of this Agreement. Teachers will be invited to apply annually to the Superintendent for these activities. The most qualified candidate, as determined by the Superintendent, shall be appointed with consideration given so that no one teacher may hold more than two (2) such positions without the approval of the Superintendent. In the case of two (2) equally qualified candidates as determined by the Superintendent, the candidate with longer service with the Foster-Glocester School System shall be appointed. If the Superintendent deems that none of the candidates for a particular position is qualified, he/she may elect not to fill the position.

An incumbent shall not be removed arbitrarily from any compensated extracurricular assignment.

- K. The Music Director will not be assigned more than four (4) teaching periods, or the equivalent, per day. The Music Director will not be responsible for a regularly scheduled student supervisory assignment.
- L. Teachers' responsibilities must include, but not be limited to assigned work stations during their released time, and working with individual pupils. Teachers also agree to submit quarterly reports as to how their time is being utilized.
- M. Teachers will be available in their classroom or a designated area for the purpose of helping students in their classes one (1) afternoon a week for a time not to exceed one (1) hour. Should no student report to the teacher within thirty (30) minutes of the close of the students' school day, the teacher may leave.
- N. The Detention Room shall be staffed by a detention room supervisor who will be willing to assume such additional duty at extra compensation as specified in Appendix "B".
- O. All electronic gradebooks will be archived on the district's cloud and no teacher will be responsible for keeping a hard copy. The electronic gradebook will replace hard copy (serve as) communication with the parent/guardian unless teachers have been notified that the parent/guardian has no electronic method of communication.

## **ARTICLE IV**

### **TEACHING ASSIGNMENTS AND TRANSFERS**

- A. Each teacher shall be notified in writing of his/her prospective program and schedule for the ensuing school year, including the school to which he/she will be assigned, the grades and/or subject he/she will teach, and any special or unusual classes or assignments that he/she will be assigned, as well as the total number of IEP and 504 students and their identified accommodations as driven by the IEP or 504 plan. In addition, each student's case manager will be identified at this time. If no case manager has been determined, the Director of Special Education will serve as the case manager. New students to the system with IEP's and 504's will be identified as soon as possible and teachers will be notified by their case managers promptly.

This notification shall be made as soon as practicable, but in any case, not later than ten (10) school days prior to the last school day of that school year. In the event of a resignation, death, emergency or promotion during the months of May through August,

such assignments may be changed as required to meet the situation, and notification shall be made to any teacher concerned as soon as such a decision is made and can be communicated to the teacher affected.

- B. No application for emergency certification shall be initiated without the written approval of the teacher involved.
- C. Teachers who desire any change in assignment shall, not later than March 1st, file a written statement of such desire identifying the specific department or school to which she/he would like to be assigned with the Building Principals concerned who shall forward same to the Office of the Superintendent together with their recommendations. A letter of acknowledgment shall be forwarded to the teacher by the Superintendent upon receipt of the request for reassignment and/or transfer.

The School Committee will be willing to consider any proposals submitted on job sharing provided that the proposal for job sharing is initiated by the NEA Ponaganset.

- D. Qualifications being equal, teachers in the Foster-Glocester Regional School System shall be given preference in assignments and/or transfers over newly appointed teachers or teachers from outside the system.
- E. Qualifications being equal, seniority shall be the determining factor when two (2) or more members of the Foster-Glocester Regional School System have applied for reassignment and/or transfer to the same vacancy.
- F. The decision of the Superintendent regarding reasonableness of qualifications and the reasonableness of his/her selection shall be subject to grievance.
- G. No teacher shall be involuntarily transferred to a vacant position for which another equally qualified teacher has applied under the voluntary transfer assignments of this Contract except in the case that an involuntary transfer has been necessitated by the elimination of the teacher's position.
- H. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules as soon as practicable.
- I. Teachers required to perform travel in the course of their regularly assigned duties shall be compensated at the rate of twenty (20) cents per mile.
- J. Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

## **ARTICLE V**

### **COLLATERAL POSITIONS**

- A. Collateral positions are defined as those positions in the bargaining unit paying a differential.
- B. All such vacancies shall be filled pursuant to the following procedure:
  - 1. Such vacancies shall be publicized by posting a notice on a bulletin board in each faculty room in the Foster-Glocester School System. Posting shall be done at least two (2) weeks prior to the closing of applications.
  - 2. Said notice of vacancy shall set forth a general description and reasonable qualifications for the positions, including the anticipated duties and salary information and the final date on which the application will be accepted.
  - 3. Teachers who desire to apply for such vacancies shall file their applications, along with a resume of qualifications and other pertinent information, by the date specified in the notification as final application date. Candidates shall be compared on the basis of the qualifications which have been posted. If two (2) candidates are held to be equally qualified, as determined by the Superintendent, the one with the greater service in the Foster-Glocester School System shall be appointed.
- C. All vacancies for specialists and/or special project teachers shall be filled in accordance with the foregoing procedure set forth in Paragraph B above.
- D. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.
- E. In the event the need to fill a vacancy arises during the summer months, the Superintendent shall have sufficient notices prepared for distribution to each teacher. Said notices shall be given to the President or his/her designee for distribution by the Association. The Superintendent's Office shall prepare a list of summer addresses which shall be made available to the Association in the event that summer vacancies occur.
- F. The Curriculum Facilitators/Budget Preparers in the area of Nurse (health), Art, Physical Education, Special Education and Foreign Language will be responsible for coordinating the department curriculum between the High School and the Middle School.

- G. The Science Technology Engineering Mathematics Department will continue to include Family Consumer Science, Agricultural Science, and Business teachers as well as Technology Education and STEM teachers from the middle school.
- H. Neither the Budget Preparers nor the Curriculum Facilitators will be relieved from any school responsibilities and the compensation paid herein is compensation paid for after school duties. If a subject area assignment does not have enough teachers for a department chairperson, but has more than three but less than four full-time equivalents (FTEs), then the curriculum facilitator shall be relieved of a duty assignment.

## **ARTICLE VI**

### **TEACHER FACILITIES**

To the extent feasible in existing buildings and provided that no substantial capital investment is necessary and in designing new buildings and rehabilitating existing buildings, the Committee will provide in each school building:

- A. Space in each classroom in which teachers may safely store instructional materials and supplies.
- B. A teacher workroom containing adequate equipment and supplies to aid in the preparation of the instructional materials.
- C. An appropriate furnished room to be used as a Faculty Lounge (said room to be in addition to the aforementioned teachers' workroom).
- D. A system whereby teachers can effectively and expeditiously communicate with the Main Office in the event of an emergency.
- E. An appropriately furnished teachers' lunchroom. This area may be used for classroom instruction or counseling of students if an emergency exists (except during lunch period).
- F. When a teacher requires privacy in making school related telephone calls, arrangements will be made to accommodate such privacy.
- G. Access and use of photocopier and supplies to aid in the preparation of instructional materials will be provided. Teachers' use of the photocopier will be school-related only and the administration will provide a service agreement to keep the photocopier in working order.
- H. If a teacher's classroom is going to be used after hours the teacher shall be notified.

## **ARTICLE VII**

### **STUDENT LOADS**

Except in case of demonstrable emergency caused by unforeseeable enrollment increases, or lack of classroom facilities, pupil loads for teaching may not exceed the following:

- A. All teachers - one hundred twenty-five (125) pupils.
- B. If these class loads are exceeded due to scheduling conflicts, such conflicts shall be remedied within thirty (30) days.
- C. The composition and the size of Special Education Classes shall be in accordance with state law.
- D. Classes containing concentrations of disadvantaged pupils shall be reduced in size as rapidly as practicable to a number which permits optimum learning opportunities for such pupils.
- E. Work stations, since facilities in special areas such as Art, Music, Home Economics and Technology Education should not be overcrowded to the point of seriously diminished educational returns, or to the point where crowding or difficulty of supervision presents a safety hazard, the School Committee will exert every effort to see that facilities in these areas will not be overcrowded.
- F. The foregoing standards are subject to modification for educational purposes such as large group instruction, team teaching, specialized or experimental instruction and physical education classes, upon consultation with teachers involved and/or Department Heads.

## **ARTICLE VIII**

### **TEXTBOOKS AND SUPPLIES**

- A. The Committee agrees to provide sufficient textbooks to carry out the educational program.
- B. The parties agree that it is the responsibility under state law for the School Committee to approve textbooks. The Committee agrees that before a change in textbook and/or reference text is made, or before additional texts or reference books are selected, the school principal or his/her designee will discuss the proposed changes or additions with the teachers in the respective departments. Recommendations of the teachers shall be

forwarded to the Principal who shall forward them to the Superintendent of Schools. The Superintendent of Schools will then submit his/her recommendation to the Committee for final action on the textbooks.

- C. The Committee will provide sufficient teaching equipment and supplies as required to carry out the educational program of the school system.

## **ARTICLE IX**

### **SPECIAL SERVICE PERSONNEL**

- A. Because of the unique nature of the teaching assignments in Guidance, Health, High School Library, Tutor Counseling, Learning Disabilities, Resource, Intensive Resource, Alternative Learning Program, School Social Worker and School Psychologist, and in order to have such personnel available to serve students, teachers and parents throughout the school day, certified personnel in the specified areas will be on duty the entire school day except for a lunch period. These responsibilities shall not, however, preclude the amenity of a brief respite from their duties. Such personnel shall not be assigned any supervisory duties on a regular basis during the school day.
- B. Because of the unique nature of the vocational agricultural teaching curriculum, these teachers will, also be on duty the entire school day except for a lunch period.
- C. The School Committee agrees to exert every effort to see that the Library facilities will be used primarily as a Library Resource Center.
- D. Commencing with the 2015-2016 school year, if the Athletic Director is a teacher in the District s/he shall have two (2) fewer teaching periods and receive the stipend outlined in Appendix B. Furthermore, the Athletic Director shall not be assigned to bus duty, corridor and lavatory supervision, cafeteria and study hall supervision as outlined in Article III-H-1. If the Athletic Director is not a teacher in the District then no reduction in teaching periods is necessary and the compensation shall be set by the School Committee.

## **ARTICLE X**

### **PROTECTION**

- A. All teachers shall immediately report to their Principal in writing all cases of assault and/or injury suffered by them in connection with their employment.



- B. Such report shall be forwarded through the Superintendent to the Committee which shall comply with a reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to defend him/her in such proceedings. If the Committee does not provide such counsel and the teacher prevails in the proceedings, then the Committee shall reimburse the teacher for reasonable counsel fees incurred by him/her in defending the proceedings. However, the teacher must first utilize any other sources of financial aid he/she may be entitled to for this purpose.
- D. Teachers who are injured in the course of their employment shall be allowed to apply a pro-rated portion of their sick days to supplement their workers' compensation payment in an amount equal to the difference between the teacher's regular salary and benefit. The Committee will continue to provide health insurance coverage as provided in Article XIII herein for the period of disability up to a maximum of one (1) year. Nothing in this Article shall deprive a teacher of her or his rights under RI Gen. Laws 9-1-31(d), regarding compensation as a result of an assault.
- E. The Committee shall reimburse teachers to the limit of its insurance coverage for any clothing or personal property damaged or destroyed in the course of employment, provided damage has not been caused by the teacher's negligence.

## **ARTICLE XI**

### **ABSENCE AND SICK LEAVE**

#### A. **Sick Leave**

Each teacher is entitled to sick leave with full pay up to (13) working days in each year.

Unused sick leave shall be accumulated from year to year (so long as the teacher remains continuously in the service of the school district) up to but not in excess of 130 working days; however, commencing July 1, 2007, the accumulation of sick leave shall be increased to one hundred fifty (150) working days.

In addition, the Committee agrees to provide disability insurance as provided in Article XIV-C. When a teacher commences to receive disability insurance payments, sick leave entitlement shall cease.

1. Upon retirement or death (but not resignation) a teacher or his/her beneficiary will be paid for all accumulated sick days up to but not in excess of forty-seven (47) days, if at the time of such retirement or death, the teacher has accumulated sixty (60) sick days of leave and providing the teacher has been in the system for a minimum of ten (10) years.

In addition, if a teacher has accumulated seventy-five (75) days of sick leave he /she shall receive fifty (50) days of per diem pay. If a teacher has not accumulated seventy-five (75) days of sick leave, the sixty (60) day formulas throughout the contract will prevail provided the teacher has length of service eligibility.

Teachers hired after the date of the execution of this agreement shall be paid at the forty (40%) percent of the then per diem rate.

2. The School Committee reserves the right to request any teacher to present a doctor's certificate after three (3) consecutive days' illness. Medical documentation may be requested from a teacher who has been absent less than three (3) consecutive days when repetitive absences occur.
3. The School Committee also reserves the right to require a complete examination of a teacher by a physician designated by the Committee. The Committee shall pay for said examination.
4. Use of sick days for other than their intended purpose, overuse or misuse of absence days, failure to notify a superior of an absence in a timely manner, failure to provide medical documentation when requested, or failure to provide lesson plans during an absence is subject to disciplinary action up to and including termination.

B. **Sick Bank**

1. A Sick Bank shall be established by the teachers. Said Sick Bank initially shall be formed by those teachers volunteering to participate. Said teachers shall contribute three (3) days upon the effective date of this Agreement. Non contribution by the School Committee does not preclude the member from benefiting from the Sick Bank.
2. Thereafter, teachers who volunteer to participate in the Sick Bank shall contribute two (2) days per year. Said contribution of days shall be made within ten (10) days of the beginning of the school year. The Association President, at this time, shall provide the Superintendent with a list of all participants and days to be deducted. Notices of any subsequent changes in participants and/or days to be deducted shall be made in the same manner.

3. Extended sick leave for employees shall begin on the fortieth (40th) consecutive work day in 2016-17, the forty-fifth (45th) consecutive day in 2017-18, and the fiftieth (50th) consecutive day in 2018-2019 or for those who do not have (40 / 45 / 50) sick days extended sick leave shall begin at expiration of all accumulated sick days. During the retirement year no teacher will be forced to deplete his/her sick leave to a point below sixty (60) sick days.
4. Prolonged major illness shall be defined as a serious or dangerous sickness, disease, or accident requiring the extended absence or accident requiring the extended absence of forty (40) / forty-five (45) / fifty (50) days or more duration documented by adequate medical evidence. Members with less than the (40 / 45 / 50) sick days will be protected by item three (3). Only extenuating circumstances in pregnancies will follow the (40 / 45 / 50) sick day policy before using the Sick Bank. Requested parental leaves are excluded from this Article.
5. In the event that during the school year the Sick Bank is reduced below sixty (60) days, all participating teachers must donate one (1) day each to continue the coverage.
6. Only teachers who volunteer to participate in the Sick Bank are eligible to apply for benefits, without exception. Any teacher who chooses to join the Sick Bank subsequent to its establishment must contribute the same number of days that they would have contributed had they joined initially and any subsequent year(s). . New employees will contribute based on item one (1).
7. The Sick Bank Committee of four (4) shall consist of three (3) Association members appointed by the Association President, and the Association President acting as Chair.
8. The unused days in the Sick Bank shall carry over from year to year.
9. In the event that the Sick Bank is in excess of six hundred (600) days at the start of any school year, teachers who have donated the previous year shall be automatically covered without the need of contributing another day unless the amount falls below sixty (60) days.
10. Teachers hired subsequent to the establishment of said Bank shall contribute sick leave days in the same manner as stated above.
11. Membership in the Sick Bank shall not be a condition of employment. Furthermore, only bargaining unit members may participate in the Sick Bank.

12. In no event shall the charge of said Sick Bank on account of any one major illness or accident of any one applicant exceed one hundred eighty (180) days in total. Decision of the Sick Bank Committee shall not be subject to the grievance procedure.
13. All applicants will be allowed, upon the decision of the Committee, to draw on the Sick Bank after they have exhausted all three (3) family illness days and have drawn down personal sick leave for (37 / 42 / 47) days, to provide for severely ill family members subject to medical verification. Extended sick leave for employees required to provide direct care for a severely ill family member shall begin on for (38th / 43rd / 48th) consecutive work day or for those who do not have (37 / 42 / 47) sick days extended sick leave shall begin at the expiration of all accumulated sick days. Family members defined by the Rhode Island Parental and Family Medical Leave Act are parent, spouse, child, mother-in-law and father-in law. Drawing on the Bank may be in a non-consecutive manner.

C. **Emergency Leave**

Each teacher shall be entitled to two (2) days non-accumulative emergency leave of absence with pay each year for legal, business, household or family matters of a demonstrated emergency nature which requires absence during school hours. Application for such leave shall be made to the Superintendent via the Principal as far in advance as practicable. This day is to be charged to unused sick leave.

D. **Personal Leave**

Each teacher shall be entitled to two (2) day non-accumulative personal leave of absence with pay each year for matters of a personal nature which requires absence during school hours. Notification for such leave shall be made to the Superintendent via the Principal as far in advance as practical and ordinarily at least forty-eight (48) hours. These days are to be charged to sick leave.

E. **Absence Due To Illness In The Family**

Teachers shall be entitled to three (3) days leave during the school year for illness in their immediate family which requires their presence. Commencing July 1, 2002, teachers shall be entitled to four (4) days leave during the school year for illness in their immediate family, which requires their presence.

F. **Leave Without Pay**

Upon request the Committee may grant members of the bargaining unit up to eighteen (18) consecutive months leave of absence without pay with possible extension of up to twenty-four (24) consecutive months. No member of the bargaining unit shall be entitled to an extension of this leave without the recommendation of the Superintendent.

1. Upon request, the Committee shall grant members of the bargaining unit up to eighteen (18) consecutive months parental leave without pay with possible extension to twenty-four (24) consecutive months.
2. The member on leave must confer with the Superintendent by May 1<sup>st</sup> to discuss whether or not they are returning on the first day of the next school year. In all other cases the member must give the Superintendent notice of return by the first day of the quarter, proceeding the quarter of return.

Upon return, the member of the bargaining unit shall be placed in the assignment that they left except in cases where the original assignment no longer exists, and in that case, the teacher may be placed in a comparable position. If a member returns at any time prior to the beginning of a semester, the Committee reserves the right to temporarily assign the member in another position so as not to disrupt the educational goals of the system.

**NOTE:** Consecutive in this Article means consecutive calendar months, not work months.

The returning teacher will return on the first day of any quarter except in the case where FMLA is being exercised.

G. **Professional Leave of Absence**

A teacher may be granted a day's absence for professional reasons upon approval of the Superintendent provided such professional reason is for the benefit of the School System as well as the individual. Additional days may be granted at the discretion of the Superintendent.

H. **Sabbatical Leave**

Desiring to improve professional performance and to encourage independent research and achievement, the Committee hereby initiates the policy of Sabbatical Leave for teachers to be granted by the School Committee upon the recommendation by the Superintendent for approved scholarly programs in an academic institution subject to the following conditions:

1. Request for sabbatical leave must be received by the Superintendent in writing and in such form as may be required by the Superintendent no later than March 1 of the year preceding the school year in which the Sabbatical Leave is requested.
2. The teacher shall have completed at least seven (7) consecutive full school years of service in the Foster-Glocester Public Schools.
3. Teachers on sabbatical leave shall receive the difference between the maximum and minimum steps on the basic Bachelor's Degree salary schedule for a full year's leave and one-half (1/2) of that figure for a semester's leave. Payment will be made on a quarterly (1/4) basis. Health insurance coverage will continue to be provided by the Committee. Life insurance coverage may be continued at the teacher's expense.
4. The teacher shall agree in writing to the following conditions:
  - a. Subsequent to the granted leave, to return to employment in the Foster-Glocester Regional School District for at least one (1) complete contract year. Upon such return, the teacher shall be placed on the appropriate step in the salary schedule as though the teacher had not been on leave.
  - b. Should the teacher fail to fulfill the requirement of returning, or should he/she drop out of the approved program, or fail to receive satisfactory grades, he/she shall be required to return all money received from the Foster-Glocester Regional School District during the Sabbatical Leave.
5. Recognizing that consistent instruction from highly effective staff is in the best educational interest of students and that absenteeism which requires a substitute redirects resources from the core mission of the district - educating children the parties agree to the following incentive to help support the education of our students.

The amount spent on substitutes for teacher absence for the 2015-2016 school year will form the basis for calculations of the following shared benefit. Any reduction in the amount spent on substitute teachers in the 2016-2017, 2017-2018, and 2018-2019 school years will be distributed using the following formula:

Fifty (50%) of the savings will be retained by the district to support student learning.

Fifty (50%) of the savings will be distributed to teachers in the following manner:

- Teachers who were absent between 0 and 4 days will receive two (2x) the amount of savings per teacher as the teachers who are out 4.1 and 8 days. (see formula from NEAPON)
- Teachers who were absent 4 or more days and 8 or less days will receive one-half (1/2) the amount of savings per teacher as the teachers who are out 0 and 4 days days. (see formula from NEAPON)
- This dollar amount will be communicated to the Association president on July 1. This payment will be made by July 15 of the following school year.

I. **Death In Family**

In the case of death in the family, a reasonable number of days absence at full pay will be allowed to a teacher dependent upon a recommendation by the Principal and at the discretion of the Superintendent.

J. **Jury Duty**

The Committee will pay the difference between the pay as a juror and the pay as a teacher if called to perform his/her civic duty as a juror.

K. **Military Leave For Two Weeks Active Duty**

When requested, the Committee may grant leave up to ten (10) teaching days and will pay the difference between the per diem pay of the military and teaching.

L. **Credit for Military Service**

If called to Military Service during the school year, a teacher shall receive credit for time spent in the Military Service for purposes of placement on the salary schedule. This time, however, shall not count toward fulfilling tenure requirements. Unused sick leave prior to entering military service will be retained.

M. Disabilities caused or contributed to by pregnancy, and recovery therefrom are, for job related purposes, temporary disabilities and shall be treated as any other disability under this Article and other Articles of this Contract.

**ARTICLE XII**  
**HEALTH, DENTAL, AND LIFE INSURANCE**

**A. Insurance**

Effective July 1, 2017 the school department will no longer offer a term life policy to teachers. The School Committee shall provide for all active teachers one hundred fifty (\$150) annually that teachers can use to purchase their own life insurance policy. Payment shall be made as part of a separate check during the first pay period of June of that school year.

**B. Disability Insurance**

The School Committee will continue to provide disability insurance coverage for teachers. The policy will include the following provisions:

1. Level benefit to age 65 or until disability or service retirement,
2. Waiting period of ninety (90) calendar days,
3. Benefits will be maintained at the sixty percent (60%) level by the School Committee for any reduction by the insurer due to outside income,
4. Twenty-four (24) hour coverage,
5. Sixty percent (60%) of total Appendix A salary is the maximum benefit payable under the terms of this Article. All life and health insurance benefits provided for in this Contract will remain in full force and effect.

**C. Health and Dental Insurance:**

1. The District shall provide a health and dental plan which is comparable to the current plans provided to teachers, with the following existing point of service co-pays:

Primary care physician office visits:	\$15.00
Specialists' office visits:	\$25.00
Urgent care fee:	\$50.00
Emergency room fee:	\$100.00
Prescription plan:	\$7.00/\$30.00/\$50.00

The school committee reserves the right to provide the above coverage through the health and dental insurance companies of its choice, pursuant to RI Gen. Law 28-7-49.



2. Employees shall contribute on pre-tax basis by payroll deduction Twenty (20%) percent of the premium cost of the health and dental plans.

During the 2016-2017 school year, the co-share shall be capped at \$4,202/\$1,670

During the 2017-2018 school year, the co-share shall be capped at \$4,412/\$1,753

During the 2018-2019 school year, the co-share shall be capped at \$4,633/\$1,841

3. Employees laid off at the end of a school year shall have their medical and dental coverage end as of June 30, subject to the employee's right to purchase coverage pursuant to COBRA. Employees who are laid off at the end of the school year, and who are rehired before the beginning of the next school year, and who do not elect to receive unemployment compensation for that between term period, shall be reimbursed the costs of the medical and dental coverage.<sup>1</sup> New employees shall have their health insurance co-payments pro-rated from the date of hire through June 30.
4. Employees who are eligible for medical and dental insurance and choose not to receive coverage shall receive a payment of Two Thousand Dollars (\$2,000).

Employees who elect not to receive either medical or dental coverage shall have the payment pro-rated based upon the percentage cost of each program. Payment shall be made at the end of the school year and notification of coverage shall be made at least sixty (60) days prior to the effective date of coverage. Should a teacher at any time feel the need for inclusion in the medical or dental plan, the teacher shall give the School Department notice at least one (1) month prior to the date on which the coverage is to begin. The teacher shall receive a prorated payment for the time the teacher has not been covered by the medical and/or dental plan.

### **Part-Time Teachers**

Teachers who teach three-fifths (3/5) or more of a full schedule shall qualify for full benefits under this Article. Teachers who perform teaching services on a regular basis, but who are assigned less than three-fifths (3/5) of a full schedule, shall be afforded prorated coverage of all benefits provided they opt to assume the balance of the cost.

### **E. Use Of Personal Auto**

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<sup>1</sup>Upon ratification of this agreement by both parties, the parties agree to dismiss Superior Court case no. PM10-2251, appealing the decision of Arbitrator Lawrence E. Katz, Esq. and the grievant in that case shall be made whole.

Employees shall be reimbursed for use of their personal auto for official school business at the rate of twenty (20) cents per mile.

**F. Insurance For Coaches**

Coaches shall receive liability insurance coverage for their coaching activities as a rider to the school district's insurance policy.

**ARTICLE XIII**  
**TEACHER EVALUATION**

The intent of teacher evaluation is to provide feedback on performance to all educators to improve teaching and learning and to ensure that all teachers educating our students are effective or highly effective educators as outlined in the RI Professional Teaching Standards.

- A. The Association and the Committee shall implement the Rhode Island Model Teacher Evaluation and Support System (RI Model) in effect on first day of school of each academic year. Any changes to the RI Model during the school year shall be mutually agreed to by the School Committee and Association. Where no Rhode Island Department of Education approved system exists for specific positions, the Foster-Glocester system shall be used. In lieu of the RI Model, a mutually agreed upon district model, aligned with the Educator Evaluation Standards and, when required, approved by the Rhode Island Department of Education may also be implemented.
- B. If a teacher wishes to request another evaluator conduct the evaluation or observation, s/he may make such request to the building principal within five (5) school days of identification of who is the primary evaluator. The building principal shall respond within (5) school days with his/her decision. If unsatisfied with the decision of the building principal the teacher may appeal to the District Evaluation Committee (DEC) within five (5) school days of notification of the building principal's decision.
- C. Announced observations will be scheduled during a one week window by the observer(s) and the observed teacher in accordance with the parameters of the Teacher Evaluation and Support System. For announced observations only, teachers shall submit a completed unit plan on the standard lesson/unit template at least three (3) days prior to the scheduled observation.
- D. **Written feedback specifically aligned to the evaluation system shall be provided to the teacher within ten (10) school days of any unannounced or announced observation. The teacher shall sign the report indicating that the teacher has read it. The teacher may make**

written comment on the report before it is submitted to central administration or placed in the teacher's personnel file. Written comments by a teacher must be made within five (5) school days after receipt of the evaluation.

- E. Teachers shall be provided with a summary of required minimum artifacts for submission to support overall effectiveness ratings. The list of required artifacts shall represent the minimum necessary to determine accurate rubric ratings not covered by other aspects of the comprehensive evaluation process. Teachers may include more artifacts than those listed.
- F. All observations of the work performance of a teacher will be conducted openly. The use of eavesdropping, public address, audio equipment or similar surveillance devices shall be strictly prohibited.
- G. Any complaints regarding a teacher made to the administration by any parent, student or other person will be called to the teacher's attention as soon as reasonably possible.
- H. No teacher will be arbitrarily disciplined, reprimanded, deprived of any professional advantage, or reduced in rank or compensation. An aggrieved party shall have full recourse to prescribed grievance.
- I. A Committee composed of three (3) administrators chosen by the School Committee or its designee, and three (3) teachers elected from the teachers in an Association supervised election, shall study the teacher evaluation program in Foster-Glocester Regional School District. These personnel shall serve on the District Evaluation Committee (DEC).

The DEC shall submit any recommended changes to the previously agreed upon model School Committee and the Association Executive Committee. If the parties cannot mutually agree to the recommended modifications to an evaluation tool/process on or before August 10<sup>th</sup>, the Superintendent of Schools shall be authorized by the parties to implement a temporary change pending consensus by the parties.

- J. The duties and responsibilities of the DEC shall be in accordance with the requirements of the Educator Evaluation Standards as promulgated by the RI Board of Education. Teachers may only challenge their final effectiveness rating through the appeals process determined by the DEC if their overall rating is below effective. Any results of said appeals process are non-binding on the Superintendent and Committee. These results 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. Any challenges shall be submitted to the DEC via the Office of the Superintendent within five (5) school days of receipt of the related document by the educator and after an attempt to resolve the matter of dispute

with the evaluator. Any such attempt shall be documented in writing by both parties and submitted to the DEC. The DEC shall give due consideration to the concerns of the educator while acknowledging the authority and role of the trained evaluator to make professional judgments concerning employee performance. If the DEC unanimously agrees and the Superintendent supports this decision, the teacher shall not have the right to resort to the grievance and arbitration process.

- K. Timelines in the process are meant to be guidelines that clarify expectations among the parties. They are not intended to be inviolate, nor to invalidate a teacher's evaluation, which is based on evidence collected and judgments of teacher effectiveness by an evaluator. Violations of timelines in the process shall not be the subject of arbitration and shall only be subject to the grievance process up to level III when timeline violations affect a teacher's final effectiveness rating. If a teacher does not receive written feedback within 10 days as outlined in Section D (immediately above) the teacher may file a grievance up to level III.

## **ARTICLE XIV**

### **TEACHER FILES**

All teacher files shall be maintained under the following circumstances:

- A. No material excluding references and information obtained in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, or character, or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she had read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material.
- B. A teacher shall have the right to answer any material filed and his/her reply shall be attached to the file copy.
- C. Upon request, and by appointment arranged in advance, a teacher shall be allowed to examine his/her file (exclusive of confidential Placement Office Material and job references) in the presence of the Superintendent or Principals or their authorized representative. Each file examination must be dated and signed by the teacher.
- D. Upon receipt of a written request, the teacher shall be furnished a single reproduction of any material in his/her file, excluding confidential Place Office Material and job references obtained in the process of evaluating the teacher for employment.

## **ARTICLE XV**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A "Grievance" shall be defined as an allegation by a teacher that he/she has been treated unfairly and that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement. (The Association may grieve on behalf of a group of persons affected as defined above.)
2. An "Aggrieved" Person is the person or persons making the allegation.

#### **B. Purpose**

It shall be the purpose of this procedure to resolve grievances at the lowest possible administrative level. However, grievances pertaining to financial matters may be filed at Level III.

Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration.

#### **C. Time Limits**

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

#### **D. Procedure**

##### **1. Level One**

A teacher having a grievance shall first discuss it with his/her immediate supervisor, then if necessary, with his/her principal or the principal's designee in

an effort to resolve the matter informally. The discussion at Level One shall be between the aggrieved and the immediate superior, principal or designee only and shall not involve Association representatives or other third parties.

2. **Level Two**

In the event that the aggrieved person is not satisfied with the disposition of the grievance at Level One, or in the event that no decision has been rendered within ten (10) school days after the presentation of the grievance, he/she must file the grievance in writing with the Building Principal and the Chairman of the Association's PR & R Committee within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner.

Within ten (10) school days after receipt of the written grievance the Principal shall meet with the grievant and/or Chairman of the PR & R Committee and shall hear the grievance. The Principal shall render his written decision on the grievance within five (5) school days of that meeting.

3. **Level Three**

In the event that the grievance is not resolved at Level Two, the Chairman of the PR & R Committee shall refer it, in writing to the Superintendent within ten (10) school days after receipt of the decision at Level Two, or within fifteen (15) days of the discussion at Level Two in the event no decision was rendered.

Within fifteen (15) school days after receipt of the written grievance, the Superintendent shall meet with the grievant and Chairman of the PR & R Committee and shall hear the grievance. The Superintendent shall render his/her written decision on the grievance within fifteen (15) school days of that meeting.

4. **Level Four**

In the event the grievance is not resolved at Level Three or if no decision has been rendered by the Superintendent within fifteen (15) school days after hearing the grievance, the Chairman of the PR & R Committee shall file the grievance in writing with the School Committee.

The School Committee shall hold a public hearing on said grievance at its next regularly scheduled meeting if the grievance is received at least ten (10) school days prior to said regularly scheduled meeting. Otherwise, the hearing shall take place at the following regular School Committee meeting. The School Committee

shall, upon request of the grievant, the Association, or the School Committee, hold an Executive Session on said grievance if the grievance relates to a personnel problem affecting the character or performance of a particular employee.

The School Committee shall render its decision, in writing, within fifteen (15) school days after the hearing.

E. **Arbitration**

In the event that the grievance has not been settled using the procedure outlined above, the Association may proceed to arbitration.

Notice of intention to proceed to arbitration must be communicated in writing to the Chairman of the School Committee with a copy to the Superintendent by registered mail, return receipt requested, not later than ten (10) school days following the decision of the School Committee.

Arbitration shall be conducted in accordance with the rules of the American Arbitration (Voluntary Labor Arbitration Rules). There shall be a single arbitrator, unless otherwise mutually agreed.

The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all the terms and provisions of this negotiated Agreement. He/she shall have no authority to add to, delete from, or modify in any way any of the provisions contained herein.

The decision of the arbitrator shall be final and binding on the parties and all concerned. The arbitrator shall render his/her decision within thirty (30) days.

F. **General**

An aggrieved person may be represented from Level Two only by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association or its affiliated organization.

If the grievance is not initiated within twenty (20) school days of the event or condition which gave rise thereto, it shall be considered null and void and no longer eligible for processing.

It is understood that a grievance shall be initiated at the lowest level at which resolution can be effected.

## **ARTICLE XVI**

### **SALARIES**

- A. The salaries of all persons covered by the Agreement are set forth in Appendix A which is attached hereto and made a part hereof subject to the provisions in Article XXI.
- B. Teachers shall be permitted to choose which of the following payment schedules they individually desire. Such choice shall be binding on the individual selecting it for one (1) year and shall be made or changed only by written application to the Superintendent not later than the third school day after the opening day of school. In each case, the annual salary for certified personnel included in the Teacher's Salary Schedule as well as Additional Education Compensation and any additional payments, shall be added together and divided and paid in, commencing the second week of work in any school year:
1. Twenty-six (26) equal installments paid in twenty (20) or twenty-one (21) biweekly payments and the remaining five (5) or six (6) installments paid in one (1) check at the end of the school year. Commencing with the 2015-2016 school year the first payroll check or direct deposit will occur on the first pay date after the 1st work day of the school year.
  2. Twenty-one (21) equal installments paid biweekly from the first pay period through June.
- NEA Ponaganset agrees to indemnify the School Committee for any monetary loss occasioned by pre-paying teachers if the Committee is unable to recover from the teacher any pre-payment.
- C. Teachers in the Foster-Glocester School System shall be given full increment credit for previous outside experience. However, for all new employees hired as of July 1, 2000, all prior out-of-state public school experience, (not to include in-state public school experience) and private educational experience (whether in-state or out-of-state) which closely resembles or matches the work of a RI certified professional in a public school, shall be counted as the basis for one step on the salary schedule for every two years of experience to a maximum of five such steps.
- D. Positions with extra compensation are set forth in Appendix B.
- E. All Department Heads' salaries shall be included in their regular paychecks.



## **ARTICLE XVII**

### **DUES DEDUCTION**

- A. Any teacher desiring to have membership in National Education Association/Ponaganset, and the National Education Association deducted from his/her pay, shall file by September 15 a request with the Office of the Superintendent. This request shall remain in effect until such time as the teacher notifies the Superintendent by August 15 prior to the commencement of a subsequent school year.
1. By September 22 of each school year, the Superintendent shall notify the Association of all persons who will be on payroll deductions.
  2. Dues shall be deducted in equal amounts over fifteen (15) paychecks commencing with the first paycheck in October through the fifteenth (15) paycheck. Should a teacher leave employment during the school year, the balance of his/her membership dues shall be taken from his/her final paycheck.
  3. Amounts so deducted shall be transmitted to National Education Association/Ponaganset when deducted.
- B. At a teacher's request, deductions shall be made for the following from his/her salary at the appropriate time for a period of no less than one (1) year:
1. United States Savings Bonds
  2. Tax Sheltered Annuities  

No new company will be permitted to offer tax sheltered annuities to members of the bargaining unit and obtain a payroll deduction until they have at least six (6) members of the bargaining unit enrolled.
  3. United Fund
  4. NEARI Children's Fund
- C. Any teacher who is not a member of National Education Association/Ponaganset, National Education Association Rhode Island, and National Education Association shall have deducted from his/her salary an agency fee in the amount of the membership fee for such from his/her salary in accordance with A.2 above.

**ARTICLE XVIII**  
**TEACHER REPRESENTATION RIGHTS**

- A. No party of this Agreement shall discriminate in any way against any teacher by reason of his/her membership or non-membership in, or participation in the activities of the Association or any other employee organization.
- B. The School Committee agrees to consult with the Association before scheduling make-up days when such days shall be necessitated by closing schools for a number of days greater than the regular “snow days” allowance provided in the published calendar. The School Committee shall exercise final authority in the matter and the foregoing shall, in no way, be interpreted as requiring approval of the Association. Moreover, no grievance shall be processed as a result of any School Committee or Administrative action relative to the above.
- C. The School Committee will notify the Teachers’ Association President by October 1 as to when these make-up days will be scheduled.

**ARTICLE XIX**  
**EFFECTIVE CLASSROOM ENVIRONMENT**

- A. The Committee and the Association agree that discipline and effective teaching are conducive to learning. The Committee and the Association agree that the maintenance of normal classroom discipline is primarily the responsibility of the classroom teacher. It is further agreed that teachers shall receive support from the Administration in their endeavors to maintain effective discipline, and that the teacher may request to be consulted before any final disposition of a discipline case is made involving one (1) of his/her pupils.
- B. Any teacher may temporarily exclude an unruly or disruptive student by sending such student to the Building Principal or his/her designee for appropriate disciplinary action, after first calling the appropriate administrator. If requested by the Principal or his/her designee, a written statement shall be made within twenty-four (24) hours by the teacher. No final disposition shall be made by the Principal or his/her designee prior to the written statement being received - provided the statement is provided within 24 hours.

When a student becomes a serious behavioral problem, a teacher may request a conference be held with the student, his/her parent or guardian and the Principal.

**ARTICLE XX**  
**SENIORITY**

- A. Seniority shall mean years of service in a position(s) in the Foster-Glocester Regional School District as a certified teacher as computed from the beginning date of employment/appointment.
  - 1. Persons who were initially appointed to a teaching position in the Foster-Glocester Regional School District who were subsequently appointed or assigned to a teaching position in Foster and/or Glocester School Districts and returns to the Regional School District without a break in service shall have seniority computed as the total time in Foster and/or Glocester and the Regional School District.
- B. Seniority shall be broken by:
  - 1. Resignation;
  - 2. Dismissal for job-related performance, which is not overturned by an agency or court of competent jurisdiction.
- C. A member of the bargaining unit who takes a full year, or two (2) full years leave without pay under Article XIII.F - Leave Without Pay - or Article XIII.M - Pregnancy - shall not receive credit for the time on said leave, but shall not be considered to have broken service.
- D. For the purpose of all Articles in this Contract in which seniority is mentioned, it shall be defined as above.

**ARTICLE XXI**  
**EARLY RETIREMENT INCENTIVE PROGRAM**

- A. Except as limited herein a member of the bargaining unit who has served on the Foster-Glocester Regional School District for at least ten (10) years shall be eligible to receive the medical benefits of this Article provided that the teacher is eligible and enters early retirement on either Social Security or the state Teachers' Retirement System.
- B. Said member shall notify the Committee of their intent to retire by January 1st during his/her last year of their service. A teacher must submit a letter of intent to retire by January 1st and a letter of retirement by May 1st. Any member who fails to so notify the Committee of his/her retirement by May 1st, shall not be entitled to the medical coverage provided in Section C herein, or payment for accumulated sick leave provided Section D

herein. In the event of a catastrophic financial event (death of spouse or loss of the job by a spouse) a teacher may withdraw his/her letter of retirement prior to June 23rd.

C. A member of the bargaining unit shall receive individual medical benefits until the first of the following occurrences:

1. Receipt of medical insurance from any other source;
2. Eligibility for Federal Medicare, Medicaid, or comparable medical;
3. Age 65;
4. Death.

Employees hired before July 1, 1992 shall not be subject to any limitation of years of coverage; employees hired on or after July 1, 1992 and before July 1, 2000, shall receive a maximum of eight (8) years of coverage; employees hired on or after July 1, 2000 and before July 1, 2011, shall receive a maximum of three (3) years of coverage; employees hired on or after July 1, 2011 shall not be eligible for this benefit. Said member may, if he/she desires, purchase family coverage or additional individual for a spouse at their own expense.

If a retiree elects to cease coverage through the Foster-Glocester School Committee for any reason (e.g., receipt of medical coverage through a spouse), he or she shall be permitted to recommence coverage at a later date, provided he or she is otherwise qualified under this subsection.

D. The annual contribution for employees shall be equal to the employee contribution toward an individual plan during the employee's last year as an active (non-retired) teacher.

## **ARTICLE XXII**

### **JOB TERMINATION AND RECALL RIGHTS**

A. Fifteen (15) calendar days before notification as required by law the Committee will inform the President of the Association in writing those teachers whom it is likely to notify of non-renewal/layoff/suspension. The Superintendent shall meet with the teachers so named for the purpose of obtaining a postponement of the notification deadline established in 16-13-2 of the General Laws of Rhode Island. Any postponement signed by the teachers must be returned to the Superintendent within seven (7) calendar days. Such postponements are not to be construed as a waiver of any rights under 16-13-2. Those teachers who have signed a postponement will be entitled to a hearing no later than the date of the regularly scheduled May School Committee meeting. Those teachers

who wish not to sign a postponement will be given a hearing in accordance with state law and will be entitled to all recall rights mentioned below.

1. All persons represented by the Association (3/5ths or above or who held a position of 3/5ths or higher but were reduced to a schedule of less than 3/5ths) who are laid off by the Committee for other than job related performance, will, notwithstanding their lay off, be rehired in the order of their seniority (as the word seniority is defined by the Contract).
  
2. When the Committee decides to fill a position the Superintendent will notify, by certified mail, return receipt requested, the most senior teacher with the appropriate certification on the recall list. Anyone who plans to earn an additional certification shall notify the Superintendent by February first (1st) of the possibility of the added certification. Said certification shall be complete by the last day of school. That teacher will notify the Superintendent by certified mail of his/her intention to accept or reject the position offered within a period of twelve (12) calendar days after receipt of said notification. Should the notified teacher not communicate with the Superintendent within the above period or rejects a scheduled equal to what they had, it shall be deemed to be a rejection of the position. Rejection of the position will remove the teacher from the recall list. In all situations, positions will be offered to the first teacher on the recall list. In no circumstances will recall rights be terminated if a teacher on recall refuses a schedule of the following:
  - a. A schedule of less than they had (5/5ths to 4/5ths or 4/5ths to 3/5ths, etc.);
  - b. If a teacher is offered a position in a subject matter other than in the discipline in which they left. Be it known such a refusal could jeopardize your unemployment compensation status.

The teacher shall be given a choice of taking a lesser schedule if they so desire. In so taking this reduced position the teacher will not waive their rights to be made whole at the earliest possible time.

3. All laid off teachers so covered by this Article shall have the option of retaining all health, dental and insurance benefits (provided for by this Agreement) during the period of his/her termination provided they pre-pay the monthly cost of said benefits to the Foster-Glocester School District by the first of each month.
  
4. A laid off teacher so covered by this Article shall be entitled to the rights of this Article for a period of two (2) years from the date that the lay-off became effective.

5. It is the responsibility of all teachers on a recall list to keep the Superintendent notified of their latest address where communications can be forwarded and of current certifications.
- B. Those teachers on the lay-off list shall be recalled to fill any existing vacancies prior to any requests for voluntary transfers being honored.
1. A two (2) week posting will occur if no one on recall is certified for a position or opening or no one has notified the Superintendent as set forth in A-2 above.
- C. Time spent on recall will not apply towards Step increment or tenure.

### **ARTICLE XXIII**

### **OPTIONAL ENROLLMENT**

Members of the bargaining unit shall have the option of enrolling their children in the middle and/or high school free of tuition so long as the parent is employed by the Regional School System. Said students shall be enrolled provided there is no marginal cost to the Committee for educational services and transportation.

Said children being enrolled in a class shall not count for purposes of class size unless they amount to more than ten (10) per cent of the maximum enrollment of the class allowable by this Agreement.

**ARTICLE XXIV**  
**DURATION**

A. This Contract is to be effective July 1, 2016 through June 30, 2019.

The parties will sign a two year agreement for July 1, 2009 through June 30, 2011, reflecting no changes from the agreement dated July 1, 2007 through June 30, 2009.

B. In the event of a reduction in the proposed gross operating budget by the School District Financial Meeting, this agreement will be renegotiated at the request of either party.

C. Further, this Contract will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the Committee or the Association gives written notice to the other not later than one hundred twenty (120) days prior to the last date on which monies can be appropriated.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOSTER-GLOCESTER REGIONAL SCHOOL DISTRICT SCHOOL COMMITTEE**

by \_\_\_\_\_

by \_\_\_\_\_

**NATIONAL EDUCATION ASSOCIATION / PONAGANSET**

## **APPENDIX A**

### **SALARY SCHEDULE**

2016-2017 1.5% increase – steps 1-10

2017-2018 1.5% increase – steps 1-10

2018-2019 2.5% increase – steps 1-10

Beginning in the 2017-2018 school year teachers on steps 1-9 will have their salary adjusted to equal ½ the difference between the Foster Teachers’ step 1-9 pay scale and the Regional Teachers step 1-9 pay scale.

Beginning in the 2018-2019 school year teachers on steps 1-9 will have their salary adjusted to equal to Foster Teachers’ step 1-9 pay scale. No teacher will have their salary adjusted downward.

<b>Steps</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
1	<b>\$36,799</b>	<b>\$37,970 *</b>	<b>\$38,919 **</b>
2	<b>\$39,883</b>	<b>\$40,959 *</b>	<b>\$41,983 **</b>
3	<b>\$43,326</b>	<b>\$44,236 *</b>	<b>\$45,342 **</b>
4	<b>\$46,765</b>	<b>\$47,624 *</b>	<b>\$48,815 **</b>
5	<b>\$50,209</b>	<b>\$51,135 *</b>	<b>\$52,413 **</b>
6	<b>\$53,653</b>	<b>\$54,776 *</b>	<b>\$56,145 **</b>
7	<b>\$57,092</b>	<b>\$58,555 *</b>	<b>\$60,019 **</b>
8	<b>\$60,535</b>	<b>\$62,486 *</b>	<b>\$64,048 **</b>
9	<b>\$63,980</b>	<b>\$66,579 *</b>	<b>\$68,243 **</b>
10	<b>\$75,286</b>	<b>\$76,415</b>	<b>\$78,325</b>

\* After 1.5% raise step increased to close ½ difference between Foster and Region teachers’ steps 1-9

\*\* Once a new Foster CBA is negotiated covering the 2018-2019 school year, teachers on steps 1-9 will have their salary adjusted to equal to Foster Teachers’ step 1-9 pay scale. No teacher will have their salary adjusted downward.



**APPENDIX A**  
**ADDITIONAL EDUCATIONAL COMPENSATION**

Appendix A Stipends – Increase by 5.5% (1.5%, 1.5%, and 2.5% rounded to the nearest \$10)

<b><u>Position</u></b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
**Department Head	\$2,550	\$2,590	\$2,650
Acting Department Head			
** Instructional Coordinator	\$2,230	\$2,270	\$2,320
* Team Leader	\$1,560	\$1,590	\$1,630
* + PHS Guidance Director	\$5,700	\$5,790	\$5,930
*Portfolio Coordinator	\$3,500	\$3,550	\$3,640
*Exhibition Coordinator	\$3,500	\$3,550	\$3,640
*Will have to apply annually.			
** Will have to apply every two years			
+ Compensation for time beyond the normal school year would be prorated at a rate commensurate with the regular annual salary for the position.			
Advanced Degree	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Doctorate	\$4,190	\$4,250	\$4,360
CAGS	\$3,960	\$4,020	\$4,120
** 36 Graduate Hours beyond Master’s Degree	\$3,820	\$3,880	\$3,980
** 15 Graduate Hours beyond Master’s Degree	\$3,630	\$3,680	\$3,770
Master’s Degree	\$3,410	\$3,460	\$3,550
Bachelor’s Degree +30 Semester Hours (in prescribed Master’s Degree Program)	\$3,110	\$3,160	\$3,240
*** Bachelor’s Degree +30 Semester Hours (courses approved by the Superintendent of Schools)	\$2,720	\$2,760	\$2,830



## **APPENDIX A** **LONGEVITY**

Longevity shall be determined on the basis of years served in the Foster/Glocester Regional School District based on the date of hire/appointment. Any teacher who is on an authorized contractual leave and or any teacher who works any part of a school year shall have such school year counted toward a longevity year. However, teachers who are on leave without pay in excess of 90 school days shall not have said school year credited toward longevity.

Payment for longevity shall be made in a separate check during the 1<sup>st</sup> pay period after Thanksgiving of that school year. Longevity paid in this manner shall also be credited toward retirement.

### **LONGEVITY**

#### **LONGEVITY LEVEL 11-17**

Those teachers who are entering their 11<sup>th</sup> through 17<sup>th</sup> year shall receive \$613.

#### **LONGEVITY LEVEL 18-24**

Those teachers who are entering their 18<sup>th</sup> through 24<sup>th</sup> year shall receive \$942.

#### **LONGEVITY LEVEL 25 and over**

Those teachers who are entering their 25<sup>th</sup> year or more shall receive \$1603.

## **APPENDIX B**

Appendix B Stipends – Increase by 4.5% (1.5%, 1.5%, and 1.5%)

Athletic Coaches – Increase by 0% in 2016-2017, 1.030225% in 2017-18, and 1.5% in 2018-19

<u><b>DIRECTORS</b></u>	<u><b>2016-2017</b></u>	<u><b>2017-2018</b></u>	<u><b>2018-2019</b></u>
Athletic Director	\$6,132	\$6,224	\$6,317
Music Director	\$5,526	\$5,609	\$5,693
Adult Education Director	\$4,723	\$4,794	\$4,866
Summer School Director	\$2,330	\$2,365	\$2,401
Chapter I Coordinator			
AS PER FEDERAL PROGRAM	\$3,000	\$3,045	\$3,091
<u><b>TESTING COORDINATORS</b></u>	<u><b>2016-2017</b></u>	<u><b>2017-2018</b></u>	<u><b>2018-2019</b></u>
Testing Coordinator (PMS)	\$400	\$406	\$412
Testing Coordinator (PHS)	\$600	\$609	\$618
<u><b>CURRICULUM FACILITATORS</b></u>	<u><b>2016-2017</b></u>	<u><b>2017-2018</b></u>	<u><b>2018-2019</b></u>
Nurses (health who will coordinate efforts from			
Grades 6 to 12)	\$361	\$366	\$372
Art	\$722	\$732	\$744
Physical Education / Health MS	\$722	\$732	\$743
Physical Education / Health HS	\$722	\$732	\$743
Special Education MS	\$722	\$732	\$743
Foreign Language H.S.	\$722	\$732	\$743
Agriculture H.S.	\$480	\$487	\$495
<u><b>BUDGET PREPARERS</b></u>	<u><b>2016-2017</b></u>	<u><b>2017-2018</b></u>	<u><b>2018-2019</b></u>
Art	\$361	\$366	\$372
Guidance MS	\$361	\$366	\$372

Physical Education / Health HS	\$361	\$366	\$372
Librarian	\$361	\$366	\$372
Nurse	\$361	\$366	\$372
Physical Education / Health MS	\$361	\$366	\$372
Special Education MS	\$361	\$366	\$372

**ATHLETIC COACHES**

	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
Baseball High School Head Coach	\$4,150	\$4,275	\$4,340
Baseball High School Assistant Coach	\$2,490	\$2,565	\$2,604
Baseball Middle School Head Coach	\$1,495	\$1,540	\$1,563
Baseball Middle School Assistant Coach	\$1,200	\$1,236	\$1,255
Basketball Boys High School Head Coach	\$4,150	\$4,275	\$4,340
Basketball Boys High School Assistant Coach	\$2,490	\$2,565	\$2,604
Basketball Boys Middle School Head Coach	\$1,495	\$1,540	\$1,563
Basketball Boys Middle School Assistant Coach	\$1,200	\$1,236	\$1,255
Basketball Girls High School Head Coach	\$4,150	\$4,275	\$4,340
Basketball Girls High School Assistant Coach	\$2,490	\$2,565	\$2,604
Basketball Girls Middle School Head Coach	\$1,495	\$1,540	\$1,563
Basketball Girls Middle School Assistant Coach	\$1,200	\$1,236	\$1,255
Cheerleading High School Head Coach (Fall and Winter)	\$2,665	\$2,746	\$2,787
Cheerleading High School Assistant Coach (Fall and Winter)	\$1,200	\$1,236	\$1,255
Cheerleading Chaperone High School (Football/Wrestling)	\$552	\$569	\$577
Cheerleading Chaperone High School (Soccer)	\$276	\$284	\$289
Cheerleading Chaperone High School (Basketball/Hockey)	\$829	\$854	\$867
Cheerleading Advisor Middle School (Basketball)	\$666	\$686	\$696
Cross Country Boys High School Head Coach	\$2,490	\$2,565	\$2,604
Cross Country Girls High School Head Coach	\$2,490	\$2,565	\$2,604
Cross Country Co-Ed High School Assistant Coach	\$1,800	\$1,854	\$1,882
Cross Country Co-Ed Middle School Head Coach	\$1,495	\$1,540	\$1,563

Cross Country Co-Ed Middle School Assistant Coach	\$1,200	\$1,236	\$1,255
Football High School Head Coach	\$4,150	\$4,275	\$4,340
Football High School Assistant Coach	\$2,490	\$2,565	\$2,604
Football High School Freshman Assistant Coach	\$2,490	\$2,565	\$2,604
Golf High School Co-ed Head Coach	\$2,490	\$2,565	\$2,604
Golf High School Co-ed Assistant Coach	\$1,800	\$1,854	\$1,882
Hockey High School Boys Head Coach	\$4,150	\$4,275	\$4,340
Hockey High School Boys Assistant Coach	\$2,490	\$2,565	\$2,604
Indoor Track and Field High School Boys Head Coach	\$2,490	\$2,565	\$2,604
Indoor Track and Field High School Girls Head Coach	\$2,490	\$2,565	\$2,604
Indoor Track and Field High School Co-ed Assistant Coach	\$1,800	\$1,854	\$1,882
Lacrosse High School Boys Head Coach	\$4,150	\$4,275	\$4,340
Lacrosse High School Boys Assistant Coach	\$2,490	\$2,565	\$2,604
Lacrosse High School Girls Head Coach	\$4,150	\$4,275	\$4,340
Lacrosse High School Girls Assistant Coach	\$2,490	\$2,565	\$2,604
Outdoor Track and Field High School Boys Head Coach	\$4,150	\$4,275	\$4,340
Outdoor Track and Field High School Boys Assistant Coach	\$2,490	\$2,565	\$2,604
Outdoor Track and Field High School Girls Head Coach	\$4,150	\$4,275	\$4,340
Outdoor Track and Field High School Girls Assistant Coach	\$2,490	\$2,565	\$2,604

Outdoor Track and Field Middle School Co-ed Head Coach	\$1,495	\$1,540	\$1,563
Outdoor Track and Field Middle School Co-ed Assistant Coach	\$1,200	\$1,236	\$1,255
Soccer High School Boys Head Coach	\$4,150	\$4,275	\$4,340
Soccer High School Boys Assistant Coach	\$2,490	\$2,565	\$2,604
Soccer Middle School Boys Head Coach	\$1,495	\$1,540	\$1,563
Soccer Middle School Boys Assistant Coach	\$1,200	\$1,236	\$1,255
Soccer High School Girls Head Coach	\$4,150	\$4,275	\$4,340
Soccer High School Girls Assistant Coach	\$2,490	\$2,565	\$2,604
Soccer Middle School Girls Head Coach	\$1,495	\$1,540	\$1,563
Soccer Middle School Girls Assistant Coach	\$1,200	\$1,236	\$1,255
Softball High School Head Coach	\$4,150	\$4,275	\$4,340
Softball High School Assistant Coach	\$2,490	\$2,565	\$2,604
Softball Middle School Head Coach	\$1,495	\$1,540	\$1,563
Softball Middle School Assistant Coach	\$1,200	\$1,236	\$1,255
Tennis High School Boys Head Coach	\$2,490	\$2,565	\$2,604
Tennis High School Boys Assistant Coach	\$1,800	\$1,854	\$1,882
Tennis High School Girls Head Coach	\$2,490	\$2,565	\$2,604
Tennis High School Girls Assistant Coach	\$1,800	\$1,854	\$1,882
Unified Basketball High School Head Coach	\$500	\$515	\$523
Unified Basketball High School Assistant Coach	\$400	\$412	\$418
Unified Basketball Middle School Head Coach	\$500	\$515	\$523
Unified Basketball Middle School Assistant Coach	\$400	\$412	\$418
Unified Volleyball High School Head Coach	\$500	\$515	\$523
Unified Volleyball High School Assistant Coach	\$400	\$412	\$418
Volleyball High School Head Coach	\$4,150	\$4,275	\$4,340



Volleyball High School Assistant Coach	\$2,490	\$2,565	\$2,604
Wrestling High School Head Coach	\$4,150	\$4,275	\$4,340
Wrestling High School Assistant Coach	\$2,490	\$2,565	\$2,604
Wrestling Middle School Head Coach	\$1,495	\$1,540	\$1,563
Wrestling Middle School Assistant Coach	\$1,200	\$1,236	\$1,255

**EXTRA-CURRICULAR**

	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
Student Fund Treasurer	\$2,893	\$2,936	\$2,980
Yearbook Advisor (High School)	\$2,893	\$2,936	\$2,980
Yearbook Business Manager	\$1,356	\$1,376	\$1,397
Yearbook Advisor (Middle School)	\$1,134	\$1,151	\$1,168
FFA Advisor	\$1,826	\$1,853	\$1,881
Freshman Class Advisor	\$543	\$551	\$559
Sophomore Class Advisor	\$815	\$827	\$840
Junior Class Advisor	\$1,356	\$1,376	\$1,397
Senior Class Advisor	\$1,356	\$1,376	\$1,397
Student Council Advisor HS	\$1,356	\$1,376	\$1,397
Student Council Advisor MS	\$1,356	\$1,376	\$1,397
Chorus Evening Performance Supervisor – HS	\$406	\$412	\$418
Chorus Evening Performance Supervisor – MS	\$406	\$412	\$418
Middle School After School Music*	\$2,705	\$1,922	\$1,951

\* Middle School After School Music stipend shall remain at \$2,665 while the current incumbent is serving in this capacity. When there is a change in the person receiving this stipend the stipend for the position shall be reduced by the amount of the Chorus Performance Supervisors stipends so that the total cost of these positions shall not exceed \$2,665.

Audio Support	\$609	\$618	\$627
Intramurals - High School (per sport)	\$945	\$959	\$974
Intramurals - Middle School (per sport)	\$945	\$959	\$974
Detention Supervisor High School	\$2,705	\$2,746	\$2,787

Detention Supervisor Middle School	\$2,705	\$2,746	\$2,787
Saturday Detention	\$2,024	\$2,054	\$2,085
Academic Seminar Tutor	\$102 day	\$103 day	\$105 day
Extra Library Hours:			
1 hours/week	\$409	\$415	\$421
2 hours/week	\$818	\$820	\$843
3 hours/week	\$1,220	\$1,238	\$1,257
4 hours/week	\$1,603	\$1,627	\$1,651
Wreaths Across America	\$964	\$978	\$993

Commencing July 1, 2015 all active district-approved club and advisor positions not listed above shall be compensated based on a tier system, as outlined below.

<b><u>Tier</u></b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Tier 1 will be compensated at	\$964	\$978	\$993
Tier 2 will be compensated at	\$660	\$670	\$680
Tier 3 will be compensated at	\$355	\$360	\$366

**Memorandums of Understanding**

**CLASSES OFFERED BEFORE THE SCHOOL DAY**

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and among NEA Ponaganset (“NEAPON”) and the Foster-Glocester Regional School Committee (“District”).

WHEREAS, Article III A 2 states: “The School Committee may schedule classes outside of the normal school day provided the teacher accepts the assignment and the Association has no objection. Terms and conditions of such assignments will be negotiated on a case by case basis.”

Beginning in the 2017-2018 school year, the following guiding principles will be used to develop classes offered prior to the school day that are not part of dual and concurrent enrollment programs.

- If the school schedule rotates, and the person is teaching in the morning, the teacher will be able to leave when a prep is at the end of the day.
- If the school schedule locks the last period, every effort will be made not to schedule the teacher during the locked period.
- A morning class will begin no more than 45 minutes prior to the start of a teacher’s day.
- Positions will be posted by May 1 of each school year. If the position requires a special endorsement, that teacher will have priority in applying (i.e. EEP criteria, PLTW, etc.)
- Qualifications being equal, classes offered prior to the school day will be offered first to part-time teachers with the appropriate certification / endorsements (i.e. EEP criteria, PLTW, etc.).

WITNESS our hands on the day and year first written above.

By \_\_\_\_\_  
Its: School Committee Representative

By \_\_\_\_\_  
NEAPON President

By \_\_\_\_\_  
Its: School Committee Representative

By \_\_\_\_\_  
NEAPON Representative

By \_\_\_\_\_  
Witness

**SENIOR EXHIBITION OFFERED AFTER SCHOOL HOURS**

This agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017, by and among NEA Ponaganset (“NEAPON”) and the Foster-Glocester Regional School Committee (“District”).

The following guiding principles will be used to offer Senior Exhibition experiences after normal school hours.

- All teachers will be surveyed by the end of January of each school year by the district to see if they would be interested in judging exhibitions from **1:00 PM until 6:30 PM**
- If 15 teachers volunteer for this “second wave” of presentations, exhibitions will be scheduled from **1:00 PM until 6:30 PM.**
- The second wave shift of presentations will be no longer than 5.5 hours
- The building level administrators will determine which seniors will present from **1:00 PM until 6:30 PM** after the exhibition coordinator has requested volunteers.
- Data will be recorded at each presentation as to how many parents/community members are present and the first wave data will be compared with the second wave of data.
- After two years the parties will review the data and determine how best to proceed

WITNESS our hands on the day and year first written above.

By \_\_\_\_\_  
Its: School Committee Representative

By \_\_\_\_\_  
NEAPON President

By \_\_\_\_\_  
Its: School Committee Representative

By \_\_\_\_\_  
NEAPON Representative

By \_\_\_\_\_  
Witness

## **RETIREMENT INCENTIVE OFFERED IN JUNE 2016**

This agreement is made and entered into this \_\_ day of \_\_\_\_\_, 2017, by and among NEA Ponaganset (“NEAPON”) and the Foster-Glocester Regional School Committee (“District”).

WHEREAS, Article XXI-A of the collective bargaining agreement between NEA Ponaganset and the District (the “CBA”) states: “Except as limited herein a member of the bargaining unit who has served on the Foster-Glocester Regional School District for at least ten (10) years shall be eligible to receive the medical benefits of this Article provided that the teacher is eligible and enters early retirement on either Social Security or the state Teachers’ Retirement System.”;

WHEREAS, Article XXI-B of the CBA requires that: “Said member shall notify the Committee of their intent to retire by January 1st during his/her last year of their service. Any member who fails to so notify the Committee of his/her intent to retire by January 1st, shall not be entitled to the Blue Cross coverage provided herein in Section C herein, or payment for accumulated sick leave provided in Section D herein.”;

WHEREAS, Article XXI-C of the CBA states: “a member of the bargaining unit shall receive individual medical benefits until the first of the following occurrences:

1. Receipt of medical insurance from any other source;
2. Eligibility for Federal Medicare, Medicaid, or comparable medical;
3. Age 65;
4. Death”;

WHEREAS, the Committee desires to offer a retirement incentive that modifies certain provisions of the CBA and the parties desire to obtain a complete and final resolution of this matter; NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. School Committee is offering the following retirement incentive for teachers who retire prior to June 30, 2019.
2. This is a one-time offer and subject to the execution of this Memorandum of Agreement.
3. For the purposes of this agreement only, the parties will modify the requirement in Article XXI-A in the CBA to read: “Except as limited herein a member of the bargaining unit who has served on the Foster-Glocester Regional School District for at least ten (10) years shall be eligible to receive the medical benefits of this Article provided that the teacher is currently eligible and enters early retirement on either Social Security or the state Teachers’ Retirement System or the teacher will be eligible to enter retirement on Social Security or the state Teachers’ Retirement System prior to June 30, 2020.”
4. The parties agree the conditions for receiving individual health outlined in Article XXI-C of the CBA shall remain in effect. Those conditions are as follows: “a member of the

bargaining unit shall receive individual medical benefits until the first of the following occurrences:

1. Receipt of medical insurance from any other source;
  2. Eligibility for Federal Medicare, Medicaid, or comparable medical;
  3. Age 65;
  4. Death”;
5. Employees hired on or after July 1, 2000 and before July 1, 2011, may receive up to an additional three (3) years of individual health care coverage (up to six years total) subject to the limitations in Article XXI-C outlined in number 4 of this MOA.
6. There will be no change in the years of eligibility outlined in Article XXI-C of the CBA for employees hired before July 1, 1992, or employees hired on or after July 1, 1992 and before July 1, 2000, or employees hired on or after July 1, 2011.
7. Each of the parties has carefully read and understands all of the terms of this Agreement and has either consulted with or has been provided an opportunity to consult their own attorney prior to its execution.
8. This Agreement is the entire agreement of the parties and is not subject to any terms, conditions, statements or representations not expressly set forth herein.
9. This Agreement will expire on the last day end of the 2016-2019 contract – June 30th, 2019 – and will not be available to any member who has not retired from the district under the terms of this MOA by that date.
10. This Agreement does not constitute practice or precedent between the parties, or between the District and NEA Ponaganset.

WITNESS our hands on the day and year first written above.

By \_\_\_\_\_  
Its: School Committee Representative

By \_\_\_\_\_  
NEAPON President

By \_\_\_\_\_  
Its: School Committee Representative

By \_\_\_\_\_  
NEAPON Representative

By \_\_\_\_\_  
Witness