

Agreement
between the
FOSTER TEACHERS' ASSOCIATION
and
FOSTER SCHOOL COMMITTEE

July 1, 2015 to June 30, 2018

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PREAMBLE

- A The Foster School Committee (hereinafter referred to as the Committee) and the Foster Teachers Association/ NEARI/ NEA (hereinafter referred to as the Association) have entered into the following agreement pursuant to Chapter 9.3 of Title 28 of the Rhode Island General Laws. The expressed purposes of this Agreement are:
1. The promotion of harmonious relations between the Committee and the Association in order to afford the children of the Town of Foster the highest quality of educational program commensurate with the needs and inherent abilities of each child and within the ability of the Town of Foster to fund each program. The parties agree that this implies a shared responsibility on the part of the parties to this agreement as well as the parents and general citizenry to involve themselves in the establishment and implementation of goals which shall further the attainment of the stated purposes.
 2. The establishment of an equitable and peaceful procedure for the resolution of differences.
 3. The establishment of hours, salary, working conditions and other terms of professional employment.
- B The parties hereby affirm that the Agreement was negotiated in good faith and express their determination to implement the Agreement in the same spirit.

ARTICLE I

Recognition

- A Under the provisions of the Rhode Island School Teacher Arbitration Act of 1966, the School Committee of the Town of Foster, recognizes that teaching is a profession. The Foster Teachers' Association, is recognized as the sole bargaining representative of all certified teachers as defined in General Law of 1956, Reenactment 1968, 28-9, 3-2.
- B The Committee agrees not to negotiate with any teacher organization other than the Association during the life of this agreement, except as may be directed by the state labor relations board.
- C The Association recognizes that the Committee as the agent of the State of Rhode Island and as the elected representative of the people of the Town of Foster is the employer of all certified personnel of the Foster School Department.
- D The Association agrees to represent equally all personnel in the negotiating unit without regard to membership or participation in the activities of the Association or any other employee organization, and to admit teachers to membership without qualification other than payment of dues and employment in the Foster School System.
- E A personnel list of the certified employees of the bargaining list shall be maintained by the Foster School Department. Upon request, a copy of such list as well as any additions or deletions to said list shall be given to the President of the Association.

ARTICLE II

General

- A The Committee and the Association agree to maintain a policy of not discriminating against any teacher, or teacher applicant, on the basis of race, creed, color, national origin, sex, age, marital status, or membership or participation in, or association with the activities of any teachers' association.
- B Attainment of objectives of the educational program of the Town requires mutual understanding and cooperation among the Committee, the Superintendent, her or his staff, and professional teaching personnel.
- C To this end, free and open exchange of views desirable and necessary, with all parties participating in deliberation leading to the determination of matters of mutual concern.
- D 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 provision 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 the Agreement.
- E Subject to the 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 Foster 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 authority to her or his professional assistants as he/she may deem necessary for the efficient and orderly operation of the schools.
- F The Committee and the Association shall share equally in the costs of printing the Agreement.

ARTICLE III

Rights of the Association

- A The Foster School Department will make available uniform deductions of Foster Teachers' Association, NEARI, and National Education Association dues upon the request of the individual teachers.

Requests for continuous dues deductions shall be made on a form provided by the Association which is legal in the State of Rhode Island. Deductions shall be made in equal installments. Teachers who choose to make one cash payment for dues in lieu of payroll deductions shall inform the President of the Association by September 10. Said cash payment shall be made no later than September 30. Otherwise, the teacher will automatically be placed on payroll deduction.

Certification of those members of the bargaining unit (including agency shop fees) for whom payroll deductions will be made shall be the responsibility of the Association. The Association President shall notify the Superintendent on or before September 15.

Any member of the bargaining unit who elects not to join the Association must notify the Association President by September 5 of each year. The Committee shall cause to be deducted from the teacher's salary in equal monthly sums an agency fee for a proportionate share of the costs of securing the benefits conferred upon all in the bargaining unit and the administration of the Agreement. The agency fee proportionate share shall be determined by the Association. Those individuals electing to pay the agency shop fee and not join the Association may, instead of having payroll deductions, pay the entire agency fee to the Association President on or before September 10 of each year.

- B The Association shall be permitted to use school buildings without cost, at reasonable times, when school is in session, for meetings not to extend beyond 6:00 P. M. Requests for use of building shall be made in writing to the principal of the building with reasonable notice. Requests for meetings beyond 6:00 P. M. shall be made in accordance with existing policy governing use of buildings.
- C The Association will have the right to place notices, circulars, and other material on faculty bulletin boards and in teachers' mailboxes. The Association and its officers shall have the ultimate responsibility for all materials so distributed.
- D Upon request, the Association will be provided with an advance copy of the agenda for each official public Committee meeting. The Association will also be given a copy of the minutes of each official public School Committee meeting. The Association President, or her or his designee, shall be given the opportunity to speak at Committee meetings.
- E A teacher who is elected to, appointed to, or engaged a full-time position with the Association, the NEARI, the National Education Association, or any other organization with which the Association is affiliated, shall, upon proper application, be granted a leave of absence of up to one (1) year for the purpose of accepting this position. A teacher granted such leave of absence shall have the option to retain, at her or his expense, all insurance and other benefits, and shall continue to accrue seniority for salary increments as though he or she were in regular service. Upon return to service, he or she shall be placed on the assignment which he or she left, or a comparable assignment, with all accrued benefits and salary increments he or she would have earned had he or she been on regular service. This leave must normally be requested in writing by April 1 of the school year preceding the requested leave.
- F The Association shall be given the opportunity to make brief announcements at the conclusion of faculty meetings.
- G The President of the Association, or her or his designee, may directly request an appointment with the Superintendent or, in her or his absence, her or his designee at any time during her or his regular office hours.
- H The Committee shall furnish to the Association President the name(s), address(es), and telephone number(s) (with approval of the teacher) of all newly hired teachers.
- I Upon request, the Association may have the opportunity to address newly hired teachers at the conclusion of the orientation meeting at the beginning of the year.

ARTICLE IV

Employment Standards

- A The Parties of this agreement recognize the Committee's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make a good-faith effort to continue to attract teachers who possess high qualifications, and to keep such teachers in the Foster School System
- B Teachers new to this school system shall be given full increment credit on the salary scale for only that outside experience which was performed as a full time teacher in the public schools of Rhode Island. Any other increment credit shall be given only with the prior approval of the Foster School Committee.
- C The teacher who has taught in the Town of Foster one hundred and thirty-five (135) days in a given school year on a regular basis shall be given credit for a school year and placed on the next salary step if hired as a full-time teacher for the next school year or any portion thereof.
- D In unusual and infrequent circumstances, up to two extra increments on the salary scale, or beyond it, may be allowed in order to compensate or retain in the system teachers of extraordinary skill and ability. Such infrequent extra increments will be given by the Committee only after written evaluation of the teacher involved by the school administration and the Superintendent of Schools.
- E If evaluation shows a teacher's specialized non-teaching professional experience has a direct relevance to her or his teaching assignment, it may be recognized by advancement on the salary scale. However, no more than three (3) steps on the salary schedule will be given on the recommendation of the Superintendent and approval of the School Committee.
- F Employment may be terminated by the Committee for cause as provided by state statute and decisional law. The teacher may resign by submitting at least thirty (30) days written notice.

ARTICLE V

Teachers Schedules and Assignments

The Committee and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system

A Work Day

1. The length of the work day shall be no more than six and three-quarters (6 3/4) hours which shall be inclusive of the fifteen (15) minutes prior to the arrival of students and five (5) minutes after the departure of students. The length of the teacher's school day

shall be defined as the length of time between the time the teacher is required to report and the time he or she is free to leave the school property for the day. Teachers required to report earlier than fifteen (15) minutes before the arrival of children and/or the start of school shall be excused from the time after school.

2. When the teacher will be absent, he/she shall call the designated person between 6:00 and 7:00 A.M. of the day he or she will be absent or the night before. In the event of a known day of absence, the teacher may notify the administration in advance, of said day, including the day previous to her or his absence.
3. Teachers shall have a period of time of at least thirty (30) minutes for lunch, during which time they shall be free of duty and interruption. In the case of an emergency, this thirty (30) minutes may be changed to another time which shall be free of both duty and interruption. (Moved from Section D).

B Work Year

1. Beginning in the 2016-2017 school year, the work year for teachers covered by the teachers' salary schedule shall be one hundred and eighty-four (184) days, which shall consist of the workday prior to the opening of school and terminate on the day of the close of school in June. Three additional days will be devoted to professional development, curriculum writing or other non-teaching duties as determined by the Superintendent. In no event shall it exceed one hundred eighty (180) teaching days.
2. When the Superintendent is preparing the school calendar for consideration by the Committee he/he/she will invite the President of the Association, or her or his designee to consult with him/her. The calendar which is developed after consultation with the Association President shall not become a matter of grievance.
3. In the event that it becomes necessary to perform work beyond the one hundred eighty-four (184) days, the teacher shall receive compensation at the daily salary per day for the time required for regular teaching duties. Nothing herein shall prohibit the School Committee from implementing Professional Development days per Section 6 at the rate contained therein.
4. Teachers who are absent on the day before school opens and/or the day after school closes shall have such absence charged against their appropriate leave.
5. New personnel may be required to attend an additional orientation session of not more than one (1) day.

6 Professional Development

The rate of pay for professional development in addition to the 184th day shall be \$42 per hour:

Members of the bargaining unit who perform required and assigned work or engage in required and assigned professional development before or after the contractual school day shall be compensated at the rate of \$42.00 per hour.

It is understood that this compensation also applies to all work performed with the Region and/or Gloucester teachers, when either or both the Region or Gloucester teachers are receiving compensation.

For all other curriculum work and/or staff development, which is voluntary, any compensation shall be mutually agreed to by the principal and/or the superintendent and the Foster Teachers' Association prior to initiation.

Specific decisions regarding compensation shall not be considered a precedent for future decisions.

C **After School Meetings**

1. Teachers may be required to attend as soon as practical after the end of the regular work day, without additional compensation, one (1) staff meeting per month which will last not more than one and one-half (1 1/2) hours or until the agenda is completed. Said meeting shall not extend beyond 5:00 P. M. Each meeting shall be called by the Superintendent or Principal. A second meeting each month may be called by mutual consent.

Meetings shall be scheduled at the beginning of each school year.

2. Teachers shall not be required to attend any more than three (3) evening meetings each year for open house or parent conferences. Advance notice of meetings shall be given. These evening meetings shall not be scheduled during the Thanksgiving week.

A Teachers shall have a period of time of at least thirty (30) minutes for lunch, during which time they shall be free of duty and interruption. In the case of an emergency, this thirty (30) minutes may be changed to another time which shall be free of both duty and interruption. (Moved to Section A).

D **Preparation Time**

1. With the exception of Kindergarten teachers, all classroom teachers, as well as music, art, physical education teachers and librarian(s) shall have a minimum of one hundred eighty (180) minutes of unassigned time per week. This unassigned time shall be exclusive of lunch period or recess time.

This one hundred eighty (180) minutes shall be obtained by the classroom teacher being allowed to leave the room when the class has been assigned to an art, music, physical education teacher or librarian.

Less than full-time teachers shall receive unassigned time on a pro-rata basis of the minimum per week (i.e. -- 4/5 teacher shall receive one hundred forty-four (144) minutes per week, 3/5 teacher shall receive one hundred eight (108) minutes per week, etc.).

2. Kindergarten teachers shall have one hundred twenty (120) minutes unassigned time per class per week. This unassigned time shall be exclusive of lunch period or recess time. During such period of time that the Committee provides full-day kindergarten, said teachers shall receive the same unassigned time as classroom teachers.
3. In addition, every effort shall be made to provide every special education teacher and remedial teacher the same unassigned time as the above teachers without modifying the

student's Individual Educational Plan (IEP) and without adding personnel. Said teachers' unassigned time shall be exclusive of lunch period or recess time.

4. The committee will continue to attempt to provide properly certified elementary substitute teachers whenever possible for both classroom teachers and, special area teachers. (art, music, physical education, library).
5. All Special Area Teachers shall be given five (5) minutes to go from classroom to classroom
6. When a special area teacher is in charge of a regular class, the classroom teacher may leave the room. This is in conformance with Article V.E 1, 2 and 3 above.
7. In the event of the absence of a teacher and if no certified elementary substitute is available, or special area teachers are not able to provide additional time for make-up, an additional class maybe assigned to a teacher. Compensation for said additional class shall be in accordance with the amount specified in Article V.E 8 below
8. If it becomes necessary to utilize a teacher during her or his preparation time, it is incumbent on the principal to determine that assignment of teachers during their preparation time is distributed evenly and fairly among all teachers.

Teachers shall be compensated on a pro-rata basis for the loss of any portion of the one hundred eighty (180) minutes per week. Said compensation shall be at the rate of thirty dollars (\$30.00). This shall be for a forty-five (45) minute period. Any less than forty-five (45) minutes shall be pro-rated; however, compensation shall not be less than one-third (1/3) of said forty-five (45) minute period rate.

9. Schedules shall be established for each special education teacher in consultation with the teacher. The schedule shall provide planning time to the extent that present personnel and the I.E.P. will allow. Every effort will be made to attain the minimum provisions of Article V.E. These schedules shall normally be finalized before the opening day of school.

F. No later than the last day of each school year, teachers shall be notified of their programs and schedules for the coming school year. Such schedules will be tentative and will contain the following:

1. school(s) assigned to,
2. grade level(s)
3. any special or unusual courses and assignments;
4. class list

G. Prior to implementing their schedules, the administration shall meet with the Special Area Teachers for their input in order to achieve an efficient and effective schedule and one which allows for sufficient traveling time for Special Area Teachers. The President of the Association shall be invited to this meeting.

- H In any event, all teachers shall normally be notified no later than August 1st of any changes in the schedule received on or before the last day of school.
- I A teacher who wishes to leave the building during an unassigned period may do so. A teacher with an unassigned last period may not use the procedure to reduce the total length of daily in-school hours. When the teacher leaves the building he or she shall indicate the time on a sign-out sheet. Upon returning the teacher shall indicate the time on the same sheet.
- J Teachers shall have five (5) school days between the official close of the marking period and the day report cards are issued.
- K Teachers who have obtained new certifications and wish to have such included in their personnel files must inform the Superintendent by February 1st.

ARTICLE VI

Class Size

- A The Committee and the Association recognize the desirability of achieving optimal learning conditions for students. Therefore, the parties agree to the following:

The regular class size for elementary schools by grade and in a building will be as follows:

1. Grades K-1

- a. Beginning in 2016-2017 the class size for Kindergarten and Grade 1 classes shall be no more than twenty-one (21) per class. Kindergarten and Grade 1 teachers will be compensated for the 22nd and 23rd student in accordance with subsection C, below.
- b. All increases shall be equitably distributed among the classes in grades K and 1 (as far as the transportation schedule shall permit).

2. Grades 2-5

- a. Beginning in 2016-2017 the class size for Grades 2 to 5, classes shall be no more than twenty-six (26) per class. Grades 2 to 5 teachers will be compensated for the twenty-fifth (25th) and twenty-sixth (26th) student in accordance with subsection C, below.
- b. In order to afford each student the best possible educational program to fit her or his individual needs, a student programmed into a class for a particular subject (reading, math, language arts, etc.) shall not be counted for establishing a class size.

All increases shall be equitably distributed among the classes in a given grade.

- B The administration will continue to make every reasonable effort in the scheduling process to avoid exceeding class size limits. Whenever a class size exceeds the limits set forth in M. A above, said class size shall be rectified within ten (10) school days.
- C The parties agree that opening day class sizes shall comply with contractual class size limitations, except under extraordinary circumstances. When extraordinary circumstances cause an excess, said excess shall be eliminated, within ten (10) school days. After the tenth (10th) school day, teachers shall be compensated at the rate of \$15.00 per student.
- D The Association agrees that grievances filed on class size exceeding the contractual maximum by one shall not be pursued beyond Level Four (4) (School Committee) of the grievance committee. Grievances involving class sizes over the maximums by more than one may at the option of the Association be taken to arbitration.
- E No class plan shall be developed using split grade classes for the sole purpose of effecting a reduction in staff.

ARTICLE VI

SENIORITY, LAYOFF AND RECALL

- A Effective July 1, 2005, seniority is defined as teaching service, exclusive of substitute teaching service and any unpaid leaves, in the Foster School Department as computed from the beginning date of employment or appointment by the school committee, whichever is earlier. For teachers with the same date, seniority will be determined by those teachers concerned drawing lot. The lottery will be administered by the Superintendent.
- B **Layoff**
 1. Layoffs shall first take place among the least senior teacher in the area of certification.
 2. To prevent a layoff, a teacher may bump the least senior teacher in any area(s) of certification held by the teacher.
- C **Recall**
 1. When a position becomes available, the most senior teacher in the area of certification on the recall list shall be recalled.
 2. Teachers hired prior to March 1 shall receive recall rights.
 3. The Superintendent shall notify the teacher of recall by certified mail. The teacher shall respond within seven (7) days. Failure to accept recall will result in removal from the recall list.
 4. Teachers will not lose recall rights if they refuse a position of lesser teaching load than held at the time of layoff.
 5. Teachers will not lose recall rights if they refuse a position of shorter duration than held at time of layoff.

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

ARTICLE VII

Voluntary Reassignments and Transfers

- A
1. A teacher requesting a transfer for the coming school year must do so in writing to the Superintendent by May 1. Such request must be hand-delivered to the Superintendent's office and a receipt must be given to the teacher. A request made after that date will not be honored. Such requests must be updated annually.
 2. On or about June 1 of the school year transfer requests are made, all teachers who have requests, or their representative designated in writing will assemble and select from among available vacancies for which they hold certificates. If, in the opinion of the Superintendent, the qualifications of the respective teachers are equal, then the person with the greatest amount of teaching experience in the Foster School Department shall receive the transfer. Teachers whose transfer requests are denied shall receive reasons for the denial in writing.
 3. Vacancies here refer to any new positions to be opened, openings through attrition that will be filled by administration, and positions that come open as the assembled teachers transfer into other positions.
 4. No teachers requesting a transfer will be obligated to give up their present positions until they have selected a new position.
- B In the event that a vacancy should occur during the summer months, teachers who have previously requested transfers or reassignments shall be considered.
- C No assignments of new teachers in the school system shall be made until all pending requests for reassignments and transfers have been acted on.
- D Not later than two (2) weeks subsequent to the meeting held on or about June 1 (in accordance with Article VII A2 above), the Superintendent shall send to the Association President a list indicating the names of all teachers who have been transferred or reassigned up to that date for the following school year, the type of transfer or reassignment, and whether the transfer or reassignment was voluntary or involuntary.
- E All non-promotional vacancies or newly created vacancies shall be posted in every school, main office, and faculty room bulletin board setting forth the grade and/or subject of the vacancies. During the summer months, a notice of each non-promotional vacancy shall be sent to the President of the Association at least two (2) weeks in advance of public posting. If a vacancy occurs less than two (2) weeks prior to the opening day of school, the administration shall notify the Association President by a telephone call.
- F Teacher assignments, reassignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

ARTICLE IX

Involuntary Reassignments and Transfers

- A The Committee and the Association recognize that some involuntary transfer of teachers within a school is unavoidable, and that this practice should be based on the educational needs of the school system with the regard for the preference of individual teachers.
- B Whenever possible, notice of involuntary transfer or reassignment within the school year shall be given to teachers not less than thirty (30) days prior to the effective date of such transfer or reassignment.
- C If it becomes necessary to close a classroom in a grade, the teacher in that grade who has the least experience in the Foster School System shall be transferred. Those individuals transferred shall be entitled to select from available vacancies according to their experience in the Foster School System provided they are certified for such positions.
- D When it becomes necessary to transfer a teacher to another position (except as provided for in IX C) the Administration shall first seek volunteers from its file of teacher requests for transfer, provided the volunteer is certified to teach in the available position. Teachers who seek transfer shall notify the Superintendent on an annual basis in writing by May 1.
- E In the instance where a vacant position exists and both a volunteer seeking a transfer and a displaced teacher, as in Article IX C, above, want that vacant position, the Superintendent shall consider, as a factor in filling that position, experience in the Foster School System.
- When, in the opinion, of the Superintendent, the qualifications of the two individuals are equal, then the person with the greater experience in the Foster School System shall receive the transfer.
- F During the summer months the involuntary transfer will normally take place by August 15th.
- G Any involuntary reassignment or transfer will be implemented only after consultation between the teacher involved and a representative of the administration, at which time the teacher will be notified of the reason thereof. In the event that a teacher objects to the transfer or reassignment at this meeting upon request of the teacher, the Association will be notified and the Superintendent or her or his representative will meet with the Association representative to discuss the matter.
- H Teacher assignments, reassignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status.

ARTICLE X

Teacher Facilities

The Committee shall provide in each school building:

1. Space as presently exists in each classroom in which teachers may store safely instructional materials and supplies.
2. A teacher workroom containing adequate equipment and supplies to aid in the preparation of the instructional materials.

3. A usable desk and chair for each classroom and a filing cabinet for each teacher.
4. An appropriately furnished room to be used as a faculty and other staff lounge and dining room shall be provided. Said room shall provide privacy for the faculty and other staff and to be in addition to the aforementioned teachers' workroom
5. A system whereby teachers can effectively and expeditiously communicate with the main office the event of an emergency.
6. Separate lavatory facilities for the use of teachers.
7. A parking area for teacher use.
8. A limited access phone with 9-1-1 capability in the teachers' dining or workroom

ARTICLE XI

Text books and Supplies

- A The Committee agrees that before a change in textbooks, instructional materials, and/or reference book, computer and/or other technologies is selected, the principal will discuss the proposed change or addition with the teachers concerned. The recommendation of teachers shall be considered by the principal and administration in making the final recommendation to the Committee.
- B The Committee will provide sufficient teaching equipment and supplies as required to carry out the educational program of the school system

ARTICLE XII

Special Service Personnel

- A The Committee agrees to hire sufficient specialists in order to ensure that each student receives instruction in music, art, library, physical education and other subjects which shall be in conformance with law and the Basic Education Plan (BEP).
- B A Nurse-Teacher and a Librarian shall be available to serve the students during the school day. This shall be in conformance with Article V D and E 1 (lunch period and unassigned time).

ARTICLE XIII

Duties

- A The Committee and the Association agree that a teacher's primary responsibility is to teach and that her or his energy should be utilized to this end.
- B The Committee agrees to eliminate the following duties, except in a sudden, urgent, usually unexpected occurrence, which is not financial in nature, when aides may not be available.

1. Supervision of playgrounds, supervision of hot and cold lunch periods, and supervision of busses.
2. Duplication of instructional and other materials and calculating attendance reports.
3. Delivering books to classrooms and inventory of books.
4. Processing of materials related to objective tests.
5. Cleaning and packing of classrooms, except as specified in instructions by the Principal at the conclusion of the 2014-2015 school year.

ARTICLE XIV

Promotions

A All vacancies in promotional positions in the bargaining unit shall be filled pursuant to the following procedures.

1. Promotional positions are defined as positions which have:
 1. a salary scale which is greater than that of a classroom teacher; and
 2. duties which are greater than and/or distinctly different than those of a teacher.
2. Such vacancies shall be filled on the basis of qualifications for the vacant post, provided, however, that where, in the opinion of the Superintendent, two or more applicants are equally qualified, teachers with the most service in the Foster School System shall control.
3. Promotional positions shall be filled on the basis of qualifications. Qualifications as used in this section shall be defined as those requirements listed by the Foster School Committee in the posting of the position. During the life of this agreement, no job description for promotional positions within the bargaining unit will be changed without inviting the President of the Association, or her or his designee, to consult with the Superintendent, or her or his designee.
4. All promotional vacancies shall be adequately publicized which shall mean as a minimum that a notice setting forth a description of and the qualifications (as defined in Article XIV A 3, above), for the position, or where a copy of such description and qualifications may be obtained, shall be posted in every school main office and every faculty room bulletin board. During the summer months, a notice of each promotional vacancy shall be mailed to the Association President.

For those promotional vacancies which shall not be known to the Superintendent in time to be included in her or his August 15 mailing the Association President shall be notified and shall have use of the School Department's equipment in order to conduct her or his own mailing. Any expense for this mailing shall be assumed by the Association.

5. Notices of promotional vacancies shall be posted as far in advance as possible, ordinarily at least twenty (20) days before the final date when applications must be submitted, and in no event less than two (2) weeks before such dates.
6. Teachers will submit their applications in writing to the Superintendent or her or his authorized agent within the time limit specified in the posting. Receipt of such application will be acknowledged to the applicant. The President can request a list of bargaining unit members who have applied for said position unless an applicant specifically requests that her or his application be treated confidentially.

B Where a vacancy occurs or when any new position is created, including a promotional position, the Superintendent shall notify all teachers as follows:

1. A copy to be posted in every building on the main office bulletin board and on the faculty room bulletin board
2. A copy sent to the Association President.

ARTICLE XV

Positions Under Federal Programs and Curriculum Development

- A Notices of all vacancies under Federal Programs and Curriculum Development will be posted together with other job notifications and distributed to all teachers thirty (30) days prior to filling the vacancies.
- B Positions under Federal Programs or Curriculum Development will be filled first by regularly appointed teachers in the Foster School System in so far as such preferences are consistent with the educational needs of the system
- C In filling such positions, consideration will be given, but not limited to, the teacher's area of competence, major and/or minor in their field of study. Service in the Foster School System shall be the primary factor in filling the positions. If, in the opinion of the Superintendent, two (2) or more applicants are equally qualified, the teacher with the most experience in the Foster School System shall receive the position
- D Any positions receiving compensation and/or positions under Federal Programs or Curriculum Development shall be filled by qualified personnel within the bargaining unit prior to said positions being offered to non-bargaining unit individuals.
- E Whether or not compensated for by stipend or by time off, any activity regarding Curriculum Development or Federal Programs that extends beyond the official length of the teacher's school day as defined in the Agreement shall not be assigned to any teacher who does not volunteer for it.
- F Teachers receiving compensation for any of the above positions shall be paid in accordance with Appendix A. No benefits already provided will duplicated

ARTICLE XVI

Protection

- A As soon as possible or by the end of the day, teachers will report in writing to the school principal all cases of threats, assaults and/or injury suffered by them in connection with their employment.
- B The report will be forwarded to the Superintendent who shall comply with any reasonable request from the teacher for information in his/her possession not privileged under law relating to the incident or the persons involved. The Superintendent will act in appropriate ways as liaison between the teacher, the police and the courts. The Committee will reimburse the teacher for medical costs not covered by insurances. The Superintendent will keep the Committee advised.
- C If civil proceedings are brought against a teacher alleging that he or she committed an assault in connection with her or his employment, such teacher may request the Committee to furnish legal counsel to defend her or his 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 her or his in defending herself during the proceedings.
- D Teachers who are injured in the line of duty shall be entitled to receive Workers' Compensation during said period of incapacity, none of which shall be charged to sick leave. The Committee will pay the teacher the difference between full salary and Workers' Compensation, including any waiting period. In the event that a delay results whereby the teacher's Workers' Compensation payments are delayed, causing an interruption of said teacher's salary, the Committee shall continue to pay said teacher so that no interruption results. When the teacher receives her or his Workers' Compensation payments, he or she shall reimburse the Committee for the difference he or she received from the Committee.
- 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.
- F The Committee and the Association agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have the support of administrators who shall give the teacher effective support in each case. After a teacher decides that it is necessary to exclude a pupil from class, the teacher will confer with the principal to provide the necessary information concerning the problem. The principal will take appropriate action. The teacher shall be notified by the principal of the appropriate action he or she has taken.
- G In any case where an individual brings a charge of assault against a teacher, the charge must first be referred to the principal and/or superintendent. If an amicable solution cannot be reached at this level, the matter shall be brought before the entire Committee in closed session.
1. At both levels the teacher will have the right to representation by the Association and/or legal counsel.
 2. Nothing in this Article shall be construed to remove a teacher's recourse through the judicial process.

ARTICLE XVII

Leaves of Absence

A Sick Leave

1. Each teacher is entitled to sick leave with full pay up to fifteen (15) days in each year. Unused sick leave shall be accumulated from year to year.
2. Sick leave may be accumulated from year to year up to a maximum of 120 days.
3. Teachers hired before July 1, 2008. Upon retirement as defined by provisions of the State Teachers' Retirement Act, or death (but not resignation) a teacher or her or his beneficiary will be paid for all accumulated unused sick days up to but not in excess of forty-five (45) 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. Said payment shall be made as part of the first pay day of July following the teacher's retirement.

Teachers hired after July 1, 2008. Sick days paid on retirement. Per diem for percentage of all accumulated sick days to maximum allowed to accumulate; providing the teacher has been in the system for a minimum of ten (10) years.

2015-2016
40 %

2016-2017
40 %

2017-2018
40 %

4. The Superintendent reserves the right to request any teacher to present a doctor's certificate after three (3) consecutive days of illness.
5. The Superintendent reserves the right to require a complete examination of a teacher by a physician designated by the Superintendent. The Committee will pay for said examination. The designated physician shall certify to the teacher's physical and or mental capacity to report or not to report to work. In the event of a disagreement between the teacher's physician and the Superintendent's physician, a third physician's opinion shall be obtained. The Committee shall pay all costs related to the third opinion.
6. Disabilities caused or contributed to by pregnancy, and recovery therefrom are temporary disabilities and shall be treated as any other disability under this Article and other Articles of this Agreement.
7. Sick leave of any amount shall not cause a teacher to lose an increment or increments on the salary schedule.
8. By July 1st of each school year, teachers, upon written request, will be informed of their accumulative sick leave.

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 days upon the effective date of this Agreement.

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 prolonged major illness will be provided for by the Sick Bank.
4. Prolonged major illness shall be defined as a serious or dangerous sickness, disease, or accident requiring the absence of fifteen (15) school days or more duration documented by adequate medical evidence.
5. A teacher may request days from the Sick Bank when her or his personal sick leave has been reduced to three (3) days. Upon return to employment after drawing from the Sick Bank, those three (3) days shall continue to be credited to the teacher.
6. In the event that during the school year the Sick Bank is reduced below forty (40) days, all participating teachers must donate one (1) day each to continue the coverage.
7. 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 he or she would have contributed had he or she joined initially and any subsequent year(s).
8. The Sick Bank shall be administered by a committee of four (4) Association members chosen by the Association President or Co-Presidents and one (1) member chosen by the Chairperson of the Committee.

The Sick Bank will review all applications made by a participating member. This request may be for a maximum of thirty (30) days; any additional days must be applied for and subject to review at the end of the thirty (30) day period. The maximum number of days to be used from the Sick Bank is limited to a total, over a period of one or more years, of sixty (60) days per illness.

9. The unused days in the Sick Bank shall carry over from year to year.
10. In the event that the Sick Bank is in excess of three hundred (300) 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 forty (40) days; at that time Article XVII. B 6 shall control.
11. Teachers hired subsequent to the establishment of said Bank shall contribute sick leave days in the same manner as stated above.
12. Membership in the Sick Bank shall not be a condition of employment. Furthermore, only bargaining unit members may participate in the Sick Bank.
13. Decisions of the Sick Bank Committee shall not be subject to the Grievance Procedure.

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 which require absence during school hours. Application for such leave shall be made to the Superintendent via the principal as far in advance as practicable and ordinarily at least forty-eight (48) hours. These days are to be charged to unused sick leave.

D Absences Due to Illness in the Family

1. Members of the family who reside with the teacher and any minor child of the teacher or any child for whom the teacher has been granted legal guardianship shall be treated the same as the individual teacher illness.

2. Leave with full pay, not to exceed 7 days per year, shall be granted for illness of the following family members who do not reside with the member: child, parent (for the foregoing individuals, natural or step shall apply), parent-in-law spouse, or family member for whom the teacher has legal responsibility. Said leave shall be charged to teacher's sick leave.

3. Leave without pay, as provided for in Article XVI. E, for extended family illness leave shall be granted. The sixty (60) day notice for the request of leave without pay shall be waived. For the purposes of said leave without pay, Family shall be defined as in Article XVI. H Bereavement Leave.

4. The Committee reserves the right to request the teacher to present a doctor's certificate after three (3) consecutive days of illness of a family member as contained in Article XVI. A4.

E Leave without Pay

Upon request, the Committee shall grant members of the bargaining unit up to twelve (12) months leave of absence for personal reasons without pay. The teacher must notify the Superintendent in writing sixty (60) days prior to her or his intention to leave and sixty (60) days prior to her or his intent to return. Upon return, the teacher shall be placed in the assignment he or she left. In the case where the original assignment no longer exists, the teacher shall 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. Teachers will have the option of remaining covered under health and dental insurance by reimbursing the School Department at the group rate.

F 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 by the Superintendent.

G 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 Committee upon 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 for which the sabbatical leave is requested.
2. The teacher shall have completed at least seven (7) school years of service in the Foster 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 of that figure for a semester's leave.
4. The teacher shall agree in writing to the following:
 - a. Subsequent to the granted leave, to return to employment in the Foster School System for at least one 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, he or she shall be required to return all money received from the Foster School System during her or his sabbatical leave.
5. No more than two (2) teachers from the school system shall be absent on sabbatical leave at any one time.

H Bereavement Leave

1. In case of death in the immediate family of the teacher (father, mother, brother, sister, son, daughter, husband, wife, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, step relatives or any other person with whom the teacher may then be living or for whom a teacher has assumed primary responsibility), the teacher shall be allowed up to five (5) school days in each case with full pay.
2. In the case of the death of relative by blood or by marriage not included in the aforesaid paragraph, the teacher shall be allowed the day of the funeral with full pay.
3. In the event of the death of a teacher, a member of a teacher's family as defined in this Article, or retired teacher, a delegation of two (2) members appointed by the President of the Association shall be allowed to attend her or his funeral without loss of pay. The Association President shall give the Superintendent reasonable notice of those members appointed by her.

I. Jury Duty

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

J. Military Leave for Two Weeks Active Duty

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

K. Credit for Military Service

If called to military service during the school year, 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 accumulated prior to entering military service will be retained.

L. Temporary Leaves of Absence

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

1. Teachers of the Jewish faith shall receive full pay when absent from school for the purpose of observing the following Jewish Holy Days:
 - a. Rosh Hashanah (two days)
 - b. Yom Kippur (one day)
2. The time necessary for appearance in any legal proceedings connected with the teacher's employment.

M. Personal Leave

Teachers shall be granted two (2) days per school year for personal business which cannot be reasonably done outside of school upon direct notification the day before to the Superintendent. Personal days will not be granted on the day before or the day after a holiday or vacation period except for the graduation of a child or for the attendance at services in the event of the death of a relative or friend. These personal days shall not be charged against accumulated sick days.

ARTICLE XVIII

Long Term Leaves of Absence

A. A teacher may be granted a leave of absence without pay for reasons other than those specified in this agreement upon recommendation of the Superintendent and approval of the School Committee.

B. Leaves of absence shall be granted with an automatic restoration of all benefits, positions and longevity unless, at the time of granting such leave, such benefits, positions and longevity are specifically excluded by the Agreement.

C. Teacher-Exchange Program

1. The Committee recognizes that International, Hawaiian and Alaskan Teacher-Exchange programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports and will authorize participation to the extent that it facilitates the best education possible for Foster students.
2. Teachers who wish to participate in an exchange program shall observe the following:
 - a. Written requests shall be made to the Superintendent for approval to apply.
 - b. Written approval by the Superintendent will be considered binding provided an acceptable exchange replacement is found.

D Leave for Peace Corps and Vista

A leave of absence, without pay, of up to two (2) years will be granted to teachers who join the Peace Corps or Vista and are full time participants in any such program and who have completed at least five (5) years in the Foster School System. Upon return from such leave, a teacher will be placed on the next step of the salary schedule.

E Pregnancy and Parental Leaves:

1. Maternity/ Paternity Leave

Leave for up to thirteen (13) weeks which is taken due to pregnancy, miscarriage, abortion, child birth, and/or care of children shall be granted upon application to the Superintendent. Said leave shall be in accordance with the Family and Medical Leave Act and Rhode Island Parental and Family Medical Leave Act (collectively, 'FMLA'). A teacher who elects to take such leave shall notify the Superintendent in writing at least thirty (30) days prior to the commencement of the leave. The teacher may utilize any and all accrued leave for a total of up to thirteen (13) weeks, commencing with the date of leave and concurrent with any leave under the FMLA. The teacher shall be paid only to the extent of the number of leave days which he/she has accumulated and uses. Any leave in excess of his/her accumulated leave shall not be compensated. In all other respects, the teacher shall have all the advantages and benefits of this contract, and upon her or his return, the teacher shall be placed in the assignment that she or he left if the position is still open. If the position that she or he left is not open, the teacher shall be placed in as nearly comparable a position as is available and all unused benefits accrued prior to said leave shall be credited to the teacher.

Parental Leave

Parental leave shall be for a period of up to one year without pay benefits (except as required by FMLA), and concurrent with any leave under FMLA. However, to the extent that the teacher is not eligible for health insurance under FMLA, the teacher may continue in the Health Insurance Plan at the teacher's own expense. The teacher who elects to take a parental leave must notify the school Committee in writing at least thirty (30) days prior to the commencement of the leave. The teacher must return at the beginning of the school year. If the teacher commences parental leave after January 1 of any year, the teacher may take such parental leave in excess of one year providing for a return at the beginning of the school year in the following calendar year. The election to take parental leave must be made prior to the commencement of the leave. If possible,

upon her or his return, the teacher shall be placed in the assignment that she or he left if the position is still open. If the position that she or he left is not open, the teacher shall be placed in as nearly comparable a position as is available and all unused benefits accrued prior to said leave shall be credited to the teacher.

ARTICLE XIX

Insurance and Other Benefits

A Insurance

The School Committee shall provide for all teachers a term life insurance policy of \$10,000. The policy would contain the following provisions:

1. Level term to age 65,
2. Reduce to 1/2 benefit from 65-70,
3. Conversion possibility upon retirement at the retiree's expense,
4. Subject to the rules and regulations of the insurance carrier.

B Health and Dental Insurance

1. Health and Dental Insurance Coverage

The School Committee shall provide health and dental insurance (subject to the co-share) to each teacher. The health insurance plans provided to teachers will provide student coverage as established by Rhode Island state law. The School Committee shall use all available resources to intentionally provide medical and dental coverage that equitably meets the healthcare need of the FTA membership in line with revised and current R State Regulations. Insurance coverage will align as closely as possible to benefits provided in the July 1, 2008 to June 30, 2011 contract. The School Committee agrees to provide notification to the FTA before making changes in healthcare provider(s).

2. Joint Health Care Committee

The parties shall establish a joint healthcare committee. The committee shall be comprised of two (2) members designated by the school department and two (2) members designated by the FTA Presidents. Prior to any change in healthcare insurance providers, and on an as-needed basis thereafter, this committee shall meet in order to

*Review the mix of health and dental insurance benefits made available to the membership

*Explore cost saving measures, benefit enhancements, and alternative plans and providers.

*Meet with representatives of healthcare insurance providers and review proposals. All increases or reductions in health or dental benefits and any increases or reductions in employee costs must be clearly identified in a healthcare provider's submittal to the School Committee and

*Make recommendations with respect to healthcare insurance to the School Committee and Association

The School committee agrees to provide the joint Healthcare Committee with information relevant to its function upon request. The School Committee further agrees to request of any healthcare provider, any relevant information requested by any member of the Joint Healthcare Committee pertaining to its function, benefits, etc.

3. Buyback

If a teacher elects not to have healthcare coverage and is not covered by any other healthcare paid for by the Town of Foster, that teacher may receive an amount equal to

	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Family Health	\$2,000.00	\$2,000.00	\$2,000.00
Family Dental:	\$400.00	\$400.00	\$400.00
Single Health	\$1,000.00	\$1,000.00	\$1,000.00
Single Dental	\$200.00	\$200.00	\$200.00
Retirees	\$1,000.00	\$1,000.00	\$1,000.00

This amount shall not be reduced by any applicable co-share for which the teacher would have been responsible had the teacher elected to have insurance coverage. Said payment will be made after July 1 of the year in which no health and/or dental coverage has been received. Should the teacher at any time feel the need for inclusion in the health and/or dental plan, the teacher shall give the School Department notice at least one (1) month prior to the date on which the health and/or dental coverage is to begin. The teacher shall receive a prorated payment of the buyback amount of the health and/or dental payment described above, for the time the teacher has not been covered by the health and/or dental plan.

The School Committee will allow teachers who elect the buyback provision to enroll in an offered plan at a date other than the annual enrollment date if all of the following conditions are true:

1. They had been covered by another plan while receiving the buyback.
2. That plan is no longer able to continue coverage for the teacher at no cost (if COBRA is a cost to the employee then this condition is met).
3. Any reimbursement to the District or payment due to the teacher are reconciled at the date of enrollment on a pro-rate basis.

C. The Committee may change medical insurance carriers with prior written approval of the Association.

D. Share of Healthcare Premium

Teachers receiving healthcare and dental insurance from the District shall remit to the District a co-share of 20% of the Premium pro-rated by Full-Time Equivalent for all employees, effective 2012-2013 capped at an increase of 10% over the prior year's co-share, on a pre-tax basis by payroll deduction.

Teachers who receive only healthcare or dental insurance from the district shall pay a reduced amount that is proportionate to the relative costs of the healthcare or dental insurance received to the sum total cost of both.

E Part-Time Teachers

Teachers who teach 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 3/5 of a full schedule, shall be afforded pro-rated coverage of all benefits provided they opt to assume the balance of the cost.

F Retiree Healthcare Coverage

Current retirees already receiving Classic Blue shall have the option of continuing to do so. Current retirees and those who retire by June 30, 2007 shall not contribute to healthcare. Those who retire after June 30, 2007 shall contribute to healthcare the cost share sum they were required to pay in the last year of service to the District.

G Use of Personal Auto

Employees shall be reimbursed for use of their personal auto for official school business at the current rate established by the Internal Revenue Service. Payments will be made in January and June upon the receipt of voucher designed by the administration.

ARTICLE XX

Early Retirement Incentive Program

A A member of the bargaining unit who has served in the Foster School Department 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 of the current school year of their service. Said January 1st notification shall be waived in the event of any enactment of retirement legislation which could impact on a Foster teacher's decision to retire (e.g. 90 H8232 -- an Act Relating to an Early Retirement Incentive).

C A member of the bargaining unit, hired before July 10, 2015, shall receive individual medical coverage for a maximum of six (6) years, or 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. death.

Employees hired after July 10, 2015 shall not be eligible for this benefit. Employees who retire prior to July 10, 2015 shall not be subject to the six (6) year maximum limitation.

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 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 Those who retire prior to July 10, 2015, shall continue to pay the same co-payment they are currently pay. Teachers who retire on or after July 10, 2015, shall pay the same co-payment of medical insurance premiums as then current employees for each year of coverage, up to a maximum of six years as provided in subsection C (immediately above).

ARTICLE XXI

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 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 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.
- C 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.
- D 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.
- E 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.
- F 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.

- G 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.
- H A Committee composed of an administrator chosen by the School Committee or its designee, and a teacher elected from the teachers in an Association supervised election, shall study the teacher evaluation program in Foster School District. These personnel shall serve on the District Evaluation Committee (DEC).
- I. 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 10th, 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 XXII

Teacher Files

All teacher files shall be maintained under the following circumstances.

1. No material, including 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 or she had read such material by signing the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material.

2. A teacher shall have the right to answer any material filed and her or his reply shall be attached to the filed copy.
3. Upon request, and by appointment arranged in advance, a teacher shall be allowed to examine her or his file (exclusive of confidential Placement Office material and job references) in the presence of the Superintendent or Principal or their authorized representative. Each file examination must be dated and signed by the teacher.
4. Upon receipt of a written request, the teacher shall be furnished a single reproduction of any material in her or his file, excluding confidential Placement Office Material and job references obtained in the process of evaluating the teacher for employment.
5. Upon the receipt of information furnished by the teacher, the teacher's file will be kept up to date concerning all pertinent data required by the administration.

ARTICLE XXII

Grievance Procedure

A Definitions

1. Grievance shall be defined as an allegation by a teacher that he or she has been treated unfairly and that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim and the Chairman of the Association Professional Rights and Responsibilities Committee or her or his designee. (The Professional Rights and Responsibilities Committee will hereafter be referred to as "PR & R").
4. At the beginning of each school year, the Association President shall furnish the Committee with a list of the members of the PR & R Committee.

B Purposes

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the rights of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted, provided however, that the adjustment is not inconsistent with the terms of this Agreement.
3. Grievance pertaining to financial matters may be filed at Level III.

4. Both parties agree that grievance procedures will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties agree that this procedure shall be the exclusive remedy for the resolution of grievances as defined herein.

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 The Procedure

1. Level One

A teacher with a grievance shall first discuss it with her or his immediate supervisor and/or then if necessary with her or his principal, either directly or through the Association's school representative, with the objective of resolving the matter informally.

Any agreement between a teacher or teachers and her or his immediate supervisor and/or principal shall not be contrary to the terms and conditions of this agreement. Furthermore, the Association shall be informed of any such agreement.

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 or 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 her or his written decision on the grievance within five (5) school days of that meeting.

3. Level Three

In the event 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 ten (10) 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 her or his written decision on the grievance within five (5) 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 five (5) 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 hear the grievance in Executive Session commencing at a time which is mutually convenient. Otherwise, the hearing shall take place at the following regular School Committee meeting.

The School Committee shall render its decision, writing within five (5) school days after the hearing.

5. **Arbitration**

- a. In the event that the grievance has not been settled using the procedure outlined above, the Association may proceed to arbitration.
- b. 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 not later than ten (10) school days following the decision of the School Committee.
- c. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association (Voluntary Labor Arbitration Rules). There shall be a single arbitrator, unless otherwise mutually agreed.
- d. The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all the terms and provisions of this negotiated Agreement. He/she shall not have authority to add to, delete from or modify in any way any of the provisions contained herein. However, in a grievance involving a disciplinary action, an arbitrator shall be empowered to change the disciplinary action if he/she determines the action taken was not warranted under the circumstances.
- e. 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. The Committee and the Association shall share equally in the expense of arbitration.

E **General**

1. If the teacher does not file a grievance in writing with the Chairman of the PR&R Committee and the written grievance is not forwarded to the Superintendent, or her or his designee, within thirty (30) school days after the teacher knew or should have known, of the act or condition on which the grievance is based, then the grievance will be

considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to appeal pursuant to Level Four.

2. It is understood that a grievance shall be initiated at the lowest level at which resolution can be effected.
3. The Association shall have the right to initiate a grievance or to appeal from the disposition of a grievance of any teacher or group of teachers at any step of this procedure even if the aggrieved declines to proceed. Furthermore, the Association shall have the right to withdraw a grievance at any step of the procedure.
4. All arbitrators' awards shall be immediately implemented by both sides.
5. Conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. If such conferences are held during school hours, all persons who participate shall be excused without forfeiture of pay. Ordinarily, conferences will not be held during school hours.
6. The Committee and/or its designee(s) shall make available to the Association upon request statistics and records which are relevant to the grievance.
7. The Association and the Committee shall identify grievances at procedural levels 1-2-3 and 4 in chronological order (i.e. a grievance filed on January 12, 1990 shall be identified as grievance 1-12-90).
8. The procedure set forth above shall be the sole and exclusive remedy available to an aggrieved person hereunder.

ARTICLE XXI V

MENTOR PROGRAM National Board for Professional Teaching Standards Certification

A Mentor

1. The Mentoring Program of the Foster Public School is designed to provide support to participating teachers to enable said teacher to change their practices to higher levels of expertise to result in higher levels of achievement by the students assigned to the teacher.
2. Mentors shall demonstrate the ability to work with adults, commit to perform and participate in all activities in the designated mentoring program, possess a minimum of seven (7) years of successful teaching experience, be knowledgeable of beginning teaching standards and various stages of teacher expertise leading to national certification, having a minimum of five (5) years successful teaching experience in the district, and participate in a mentor training program.
3. The assignment of Mentors shall be at the discretion of the Superintendent.

4. National Board Certified teachers who receive the contractual annual stipend shall not be eligible for the Mentoring Stipend.
5. Mentors shall be paid a stipend of:
 - 2015-2018
 - \$1,061.00

B National Board for Professional Teaching Standards Certification

1. The Foster School District will pay 50% of the application fee less financial aid from any other sources for up to two teachers per year to undertake the National Board Certification Process. Teachers who undertake this process and receive funding from the Foster School District will be expected to work the following school year in the district. Failure to do so will require the teacher to reimburse the District for any funds expended. If a teacher withdraws from the process or discontinues his/her efforts to complete the National Board Certification Process will be required to return to the District any and all application fees the District has paid on his/her behalf.
2. Teachers who complete the National Board Certification process, but who do not achieve the certification, shall be responsible for any additional fees in future years in order to continue with the certification process.
3. The Foster School District will assist and support the efforts of National Board Certification candidates by providing up to five professional development leave days for use exclusively related to National Board Certification. The District shall also provide for the use of loaned materials, such as video cameras, editing equipment, computers and any other equipment that may be useful in portfolio preparation.
4. National Board Certified teachers will be expected to continue their work with students in the classroom. They will also be expected to take on additional roles and activities which may include, but not be limited to, developing curriculum, mentoring, planning and providing professional development, and facilitating school improvement.
5. The National Board Certified Stipend shall also be made available to members of the FTA who are ineligible for National Board for Professional Teaching Standards (NBPTS) certification, but hold a National Certification that is substantially equivalent to the NBPTS certificate, as determined by the Superintendent. Any member of the professional staff who receives National Board Certification shall receive a yearly stipend each year of this agreement, as provided in Appendix A as long as he/she retains his/her National Board Certification and continues to play an active role in the improvement of education provided for the students of the Foster School District.
6. Any teacher receiving the National Board Certification stipend shall at the conclusion of each school year deliver a presentation to the School Committee.

ARTICLE XXV

Salaries

- A The salaries of teachers at Step 10 of the salary scale shall be increased by \$918 in the 2015-2016 school year, 1.5% in the 2016-2017 school year, and 1.5% in the 2017-2018 school year. 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 XXV.
- B The annual salary for certified personnel included in the Teachers' Salary schedule as well as Additional Education Compensation and any additional payments, shall be added together and divided and paid in, commencing not later than the second week of work in any school year as follows:
- Twenty-six (26) installments paid in twenty (20) or twenty-one (21) bi-weekly payments and the remaining five (5) or six (6) installments paid at the end of the school year.
- C Teachers new to this school system shall be given full increment credit on the salary scale for only that outside experience which was performed as a full-time teacher in the public schools of Rhode Island. Any other increment credit shall be given only with the prior approval of the Foster School Committee.
- D All Coordinators, and Literacy Director's salaries shall be included in their regular paychecks.
- E At a teachers' request, deductions shall be made for the following from her or his salary at the appropriate time for a period of no less than one (1) year:
1. United States Savings Bonds
 2. Tax Sheltered Annuities - limited to four (4) companies
 3. United Fund/ Fund for Community Progress
 4. Credit Plan
 5. Disability Insurance Plan
- F Literacy Director will have to apply annually, subject to continued funding.
- G Persons newly employed after July 1, 1987 shall not be entitled to stipend for BA+30 and BA+15.

Article XXVI

Duration

- A This Contract shall be effective July 1, 2015 through June 30, 2018.
- B 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 October 15th.
- C At the beginning of the third year of the Contract, either party shall have the option of renegotiating any two (2) articles other than salary and fringe benefits.

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

_____ day of _____ 2016.

FOSTER SCHOOL COMMITTEE

by _____ (Chairperson)

FOSTER TEACHERS ASSOCIATION NEARI/ NEA

by _____ (President)

APPENDI X A

Salaries

If the teacher has or will complete courses that qualify for an advanced lane increment, he/she must give notice by February 1st of the school year in order to obtain the advanced lane increment for the following academic year.

The Committee shall provide the Association members with the following salary schedule:

<u>Step</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
1	\$38,589	\$38,589	\$38,589
2	\$41,437	\$41,437	\$41,437
3	\$44,496	\$44,496	\$44,496
4	\$47,781	\$47,781	\$47,781
5	\$51,308	\$51,308	\$51,308
6	\$55,095	\$55,095	\$55,095
7	\$59,162	\$59,162	\$59,162
8	\$63,529	\$63,529	\$63,529
9	\$68,219	\$68,219	\$68,219
10	\$74,172	\$75,285	\$76,414

Advanced Degree Increments

<u>Degree</u>	<u>2015-2018</u>
BA+15	\$2,425
BA+30	\$2,724
30 Credit Graduate Prog	\$3,115
MA	\$3,415
MA+15	\$4,370
MA+36	\$4,384
CAGS	\$5,128
Doctorate	\$5,426

Stipends

	<u>2015-2018</u>
Literacy Director	\$3,180
National Board Certified	\$3,180
MENTOR	\$1,061

Longevity

<u>Years</u>	<u>2015-2018</u>
10-17	\$695
18-24	\$1,069
25-29	\$1,603
30+	\$1,923