

**CONTRACT**

**between the**

**WESTERLY SCHOOL COMMITTEE**

**and the**

**WESTERLY TEACHERS' ASSOCIATION**

**NEARI/NEA**

**September 1, 2012 – August 31, 2015**

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## **PREAMBLE**

The Westerly School Committee (hereinafter referred to as the Committee) and the Westerly Teachers' Association (hereinafter referred to as the Association) have negotiated the following Contract pursuant to Chapter 9.3 of Title 28 of the General Laws of Rhode Island.

This Contract shall be effective as of September 1, 2012, and shall remain in full force and effect and shall bind and ensure to the benefit of the parties hereto and the successors to and including August 31, 2015.

## **ARTICLE 1** **RECOGNITION**

The Committee hereby recognizes the Association as the sole and exclusive negotiating and bargaining agent for all certified public school teachers in Westerly Public Schools, as provided by Title 28, Chapter 9.3-7 of the General Laws of Rhode Island.

## **ARTICLE 2** **PHILOSOPHY**

### **A. General**

The Committee and the Association firmly believe that the primary function of the Committee and its professional staff is to ensure each student attending Westerly Public Schools the highest level of educational opportunities obtainable. The Committee and the Association recognize that teaching is a profession. The Committee and the Association believe that the objectives of the educational program are realized to the highest degree when communications exist with mutual understanding and cooperation between the Committee and its professional staff.

B. The Committee and Association recognize that adjustments in the use of instructional time are significant variables in assisting students to meet higher standards. Further, the parties acknowledge the goals of creative use of instructional time during the regular school day and the availability of extended instructional time for students beyond the school day to significantly address the individual needs of Westerly students. To achieve these goals, the Committee and Association shall explore alternative scheduling methodology, including a possible pilot program and the necessary training period for faculty and staff.

### **C. Site Based Decision Making/School Improvement Team**

1. The Westerly School Committee and the Westerly Teachers' Association agree to maintain the school based management approach for decision-making for the operation of the school district by establishing, consistent with RIGL 16-53.1-2, a School Improvement Team. It is the goal of the School Committee to achieve excellence in teaching, student achievement, community involvement and general operations throughout the school district. It is the conviction of the School Committee that the only way in which that goal may be achieved is through pooling the talent and wisdom of all of the employees of the District. Therefore, it shall be the policy of the District that programs of employee involvement and participation in problem solving and decision making processes shall be encouraged. Specifically, excellence in management shall be understood to be that management which:

a. encourages participation and creativity among staff;

- b. builds commitment to shared goals;
  - c. structures employee involvement so employees are routinely involved in decisions which affect them;
  - d. sets a high priority on advocating for ideas generated by subordinates;
  - e. develops a strong sense of trust and collegiality among all staff members in the pursuit of the goal of excellence.
2. The Committee and the Association agree increased opportunities for teacher involvement in building-level decision making can foster the collegial exchange of ideas and information so necessary for effective professional practice and improve the educational process. Accordingly, it is the official policy of the School Committee to encourage such participation. Therefore, when a teacher vacancy occurs on the SIT Team, the Principal will notify all teachers in the building of the vacancy and make applications available. If more applications are received than positions available, the Association building representative will conduct an election. The teacher may serve up to two (2) consecutive terms.
  3. The Superintendent and President of the Association will meet at least once each month to discuss the issues of concern to the Association and Administration. The Superintendent and Building Principals will comply with any reasonable request from the Association for information regarding a proposed or implemented site-based decision making program.
  4. If any aspect of a School Improvement Team is contrary to the terms of the collective bargaining agreement, said aspect will not be implemented unless a written waiver is obtained from the Association. If such a waiver is obtained, the collective bargaining agreement will be deemed modified only to the extent necessary to implement this aspect of the program. Except for this waiver, the collective bargaining agreement will remain in full force and effect and have full application to the employees who are affected by a School Improvement or District Strategic Plan.
  5. If the Association or Superintendent and/or Committee believes that a proposed or implemented School Improvement or District Strategic Plan is inconsistent with sections a-e of Article 2 C.1, the parties shall meet, in a good faith effort, to resolve any questions and/or to discuss said program to determine if it can be modified by agreement. If, following said meeting, either party concludes that modification is not acceptable, the relevant building principal and School Improvement Team shall be notified in writing. The program in question will not be implemented, or, if already implemented, will be terminated within thirty (30) days after said notice has been received.
  6. Therefore, all members of the educational community shall be expected to create and maintain a work environment that encourages employee participation, enhances communications within the District and promotes the general welfare of students and the morale of staff. All employees are called upon to work cooperatively and openly to maintain a network of communications which results in a shared pride in shared work, and achievement of our common goal of excellence.

**ARTICLE 3**  
**PRINCIPLES**

**A. PROFESSIONAL TEACHING PERSONNEL**

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in Westerly depends upon the maximum utilization of their abilities.

**B. RIGHT TO JOIN OR NOT JOIN**

It is further recognized that teachers have the right to join, or not join, the Association, but membership shall not be prerequisite for employment or continuation of employment of any teacher.

**C. RIGHTS OF MINORITIES AND INDIVIDUALS**

The legal rights of minorities and individuals inherent in the General Laws of the State of Rhode Island and in the rulings and regulations of the Board of Regents and/or the State Department of Education affecting certificated personnel are in no way abridged by this Agreement.

**D. AGENCY SHOP**

Any teacher employed by Westerly Public Schools shall either continue membership in the Association or as a condition of employment sign an authorization allowing the School Committee to deduct and pay to the Association a representation fee which will be equal to but not exceed the total annual dues of the W.T.A., NEARI and NEA. (Legal reference 28-9.3-7 Sec. 1, Para. 2 in accordance with Title 28 Chapter 9.3-7 Sec. 1, Sub-Sect. 2)

The Superintendent, upon written notice by the membership chairman and a signed authorization by the individual teacher, shall deduct from the teacher's paycheck appropriate dues for the Westerly Teachers' Association, National Education Association Rhode Island and the National Education Association.

**ARTICLE 4**  
**LEGAL RESPONSIBILITY AND MANAGEMENT RIGHTS**

- A. The Association recognizes that the Committee is the legally constituted body to represent the parents and students in the Town of Westerly and, further, the legally constituted body responsible for the determination of policies covering all aspects of Westerly Public Schools.
- B. No Committee policy will contravene the terms or provisions of this Contract. The Committee recognizes that it must operate in accordance with all statutory provisions of the State and such other guidelines, rules and regulations as are promulgated by the Board of Regents and/or the State Department of Education in accordance with such statutes. The Committee cannot reduce, negotiate, or delegate its legal responsibilities.
- C. There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel regulations relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.
- D. The Committee agrees to notify the Association of any proposed policy or rule changes at least one week prior to any hearing on the proposed changes.
- E. The responsibility of the Principal to exercise his/her leadership role as head of the school shall be

recognized and the role of the Superintendent of Schools as Executive Agent of the Board and as a leader of the staff shall also be recognized.

## **ARTICLE 5** **HOURS AND PREPARATIONS**

### **A. HOURS**

1. The first session at the secondary level shall start not earlier than 7:15 A.M. and the last session at the elementary level shall end not later than 3:30 P.M. It is agreed that teachers will be in or about their classrooms to assist student supervision for the start of the student day and to admit students to the corridor and/or classrooms.
2. Scheduled school hours for elementary and middle school teachers shall not exceed six and one-half (6 1/2) hours per school day. High School teachers' hours are six (6) hours forty (40) minutes.
3. There will be no more than five (5) scheduled teaching periods per school day for high school and middle school teachers except as follows:

Teachers of Art, Music, Physical Education, and Technology Education may be assigned six (6) teaching periods per school day.

Advisory periods shall be established at the secondary level to increase the level of personalization and support the academic growth of students. The administration shall provide the faculty the materials necessary to implement the curriculum

4.
  - a. For 2012-13, the length of the school year for teachers will be one hundred eighty-seven (187) days;  
  
For 2013-14, the length of the school year for teachers will be one hundred eighty-eight (188) days;  
  
For 2014-15, the length of the school year for teachers will be one hundred ninety (190) days;
  - b. The School Committee agrees to encourage continued professional development by budgeting on an annual basis an amount of forty-eight thousand (\$48,000) dollars.

A standing committee initiated and chaired by the Assistant Superintendent comprised of four (4) representatives appointed by the Superintendent and four (4) representatives appointed by the Association President will jointly plan and implement a comprehensive professional development program for Westerly Public Schools.

4.
  - c. At the end of the first quarter of the school year students shall be released one-half day to accommodate teacher-parent conferences during the normal school day and at the end of the school year students shall be released one-half day to permit teacher staff meetings during the normal school day. In addition, elementary teachers will have a full day for parent teacher conferences.

As a result of the foregoing there will be one hundred eighty (180) full student days and-up to four one-half student days, for a total of one hundred eighty two (182) student days.

5. The length of the school year for specific personnel shall be as follows:



- a. WHS School-Nurse Teacher - shall work beginning ten (10) days prior to the WHS classroom teachers' work year.
  - b. Certain Special Education Teachers, depending on their students' IEP shall be a maximum of 230 days, unless otherwise specified in the IEP's.
  - c. WHS and WMS Guidance Counselors may work up to seven (7) days beyond the contractual work year.
  - d. Bargaining unit members specified in Article 5. A. 5, herein, shall receive their per diem rate for each day worked.
- 6.
- a. Principals shall establish and distribute during the first week of school for teachers a schedule, which normally will be followed, for all mandatory meetings for that school year. There shall be an agenda for all meetings. Teachers will attend the following meetings:
    1. Orientation Meeting - One (1) per year.
    2. High School and Middle School (Grades 5-8) Staff Meetings: One (1) meeting per month, normally on the 3rd Thursday of each month, will be mandatory for all teachers. All other staff meetings will be voluntary.
    3. Department meetings  
One (1) per month, normally on the 1st Thursday of each month, will be mandatory for all teachers. Any other department meetings will be voluntary.
    4. Elementary (including any Elementary classes located at the Middle School) Staff Meetings:  
Up to two (2) per month, normally on the 1<sup>st</sup> and/or 3<sup>rd</sup> Thursday of each month, will be mandatory for all teachers.  
  
All other staff meetings will be voluntary.  
  
Normally, all staff meetings shall occur in the buildings wherein the staff is located.
    5. An agenda will be distributed to all teachers involved in staff meetings at least twenty-four (24) hours in advance of such meetings.
      - a. Faculty members are encouraged to present an agenda item to the building leader 48 hours in advance. Said item will be added to the agenda, if possible. Agenda items offered by staff at least one full week in advance of meeting will be added to the agenda.
      - b. Either immediately before or after the faculty meeting the Association will hold a business meeting.
    6. Emergency Meetings - A building principal may call an emergency meeting requiring attendance of all teachers when he or she deems it necessary to protect the welfare of the students.
  - b. Teachers will not be required to attend more than two (2) evening meetings each year for parent-teacher conferences and/or programs.

7. Teachers will have a duty-free lunch period of not less than twenty (20) minutes.
8. Extra-curricular activities will be on a voluntary basis. An extra-curricular activity, excluding student supervision, is any activity normally carried on after the close of the student school day. The parties agree to consider ways in which extra-curricular activities can be incorporated into their career ladder.
9. Teachers are free to leave the building during unassigned periods with the prior agreement of the principal or assistant principal. Teachers will notify the principal or assistant principal, or office where they may be located in the event of an emergency.
10. When a teacher in a specialized area (i.e., Art, Music, and Physical Education) is in charge of an elementary teacher's class, the regular teacher may leave the classroom.
11. Teachers shall be required to remain after the official closing of the school day as long as it is reasonably necessary to fulfill their obligations relating to special help for students, including parent/teacher conferences.

Said conferences shall be held at a time mutually agreed upon by the teacher and parent.

Administrators will not normally schedule any meetings or activities after the official closing of the school day from 3:45 PM to 5:30 PM on the first or second Wednesday of the month for attendance at Westerly Teachers' Association meetings.

## **B. PREPARATIONS**

1. Scheduling should allow at least one (1) unassigned period per day for all teachers. Common planning/team time is not considered unassigned. All elementary classroom teachers shall have common planning time, optional in 2012-2013, and fully implemented, beginning in 2013-2014, of at least forty (40) minutes per week, provided there is no increase in FTE's to achieve this goal.
2. The Committee agrees to provide all elementary teachers with a minimum of five (5) forty (40) minute periods per week without duty of any kind. These periods will be provided by employing certified specialists. These periods will occur once a day. The noon recess will be scheduled in accordance with past practice. Any change in the noon recess policy will be agreed to by the building faculty, the building principal and the superintendent.
3. Teachers on the secondary level will not be required to teach within more than two (2) disciplines within their areas of certification.
4. On the secondary level, the optimum shall be no more than three (3) preparations. A preparation is defined as an individual subject, grade and level within a grade. This definition does not preclude the scheduling of students of different grade years in a specific class.

## **C. FLEXIBLE SCHEDULING**

1. In order to better service students and their parents, teachers in certain areas will be allowed with the approval of their principal to flexibly schedule their workday. These areas include but are not limited to, social service providers, librarians and computer teacher(s).
2. Flexible scheduling permits teachers and the high school principal to flexibly schedule a teacher's day to have his/her duty period before the start of the regular day and his/her day end before the last period. The day must equal 6.5 hours.

**ARTICLE 6**  
**CLASS SIZE**

**A. Grades K-5**

The average maximum class size ratio of students per certified classroom teacher, excluding specialists, shall be as follows:

Kindergarten (each session)	20 students: 1 teacher
Grades 1-3	23 students: 1 teacher
Grade 4-5	25 students: 1 teacher

No individual class will exceed twenty-seven (27) pupils. For grades 4-5, the parties agree that a desirable goal is the average maximum class size ratio of students per certified classroom teacher, excluding specialists, shall not exceed twenty-five (25) students. Individual class sizes within each elementary building will be determined as follows:

Homeroom assignments - by building principals.

Grade grouping by subject area - by grade level teachers and principals.

**B. Grades 6-8**

1. In grades 6-8 the maximum pupil load shall be 115 students; the parties acknowledge that reduction of this load to 100 is desirable and their mutual intention is to move to that number as soon as practicable.
2. Said standard shall be modified in non-academic areas as defined in Article 5A3, and where large group instruction is desirable for educational purposes.
3. In Family and Consumer Science, Art and Technology Education, the number of students assigned will not exceed the number of work spaces.

**C. Grades 9-12**

A maximum grades 9 - 12 teaching responsibility of approximately one hundred thirty five (135) pupils per teacher (except grades 9 - 12 English teachers who will have approximate average pupil load of one hundred fifteen [115] students) shall be maintained.

1. Said standard shall be modified in non-academic areas as defined in Article 5A3, and where large group instruction is desirable for educational purposes.
2. In Home Economics, Art, Industrial Arts, the number of students assigned will not exceed the number of work spaces.

In addition, for grades 9-12, the parties agree that, as a goal, no individual class shall exceed thirty (30) students in Math, Social Studies, English and Science classes.

**ARTICLE 7**  
**TEACHING ASSIGNMENTS AND TRANSFERS**

- A.
1. A vacancy shall be defined as the availability of a position caused by a death, resignation, retirement, promotion, discharge or the creation of a new position.
  2. When a part time position is increased it shall be considered a vacancy and posted consistent with this Article.
  3. When a vacancy occurs, it shall be offered to members of the bargaining unit or teachers who are on layoff with recall rights. If the position is accepted, said individual shall fill this vacancy for the current school year. Prior to the end of the school year and no later than June 30, the position will be posted.
- B. During the school year, the Superintendent shall notify teachers in all school buildings within seven (7) school days by providing a list of staff vacancies as they become known. All postings shall include at a minimum a description of the position requirements, e.g., title and certification, grade level for elementary and position location.
- C. During the summer vacation a copy of all vacancy notices will be sent via e-mail. In addition, vacancies shall be posted on the District's website. When a vacancy occurs during the summer vacation, the Superintendent shall make his determination consistent with section E below, and notify the teacher selected and the President of the Association. Said teacher ordinarily shall be voluntarily transferred on or about August 15 or no later than one week before the beginning of the students' school year.
- D. Prior to the end of the school year, teachers will be assigned under the assignment and transfer process. No selection will be allowed under this procedure if the final effect causes layoff or prevents a recall.
1. All positions shall be posted seven (7) days in advance and a copy shall be given to the Association President. Where mutually agreeable the process can be expedited.
- E. Transfers and assignments shall be based upon the following point system from among interested candidates with the position being awarded to the individual with the highest score. Where two or more applicants have the same score, the interview will be the deciding factor:

Criteria	Factors	Points
1. Appropriate Certification		0 - 1
2. Highly Qualified		0 - 1
3. Work Experience <sup>1</sup>	25+ years	5
	19 -24 years	4
	13 - 18 years	3
	7 - 13 years	2
	1 - 6 years	1
4. Tenured/Non-Tenured		0 - 1

<sup>1</sup> Work Experience shall be defined as length of time actively employed in the Westerly Public School District. Active employment for the purpose of voluntary and involuntary transfer shall be interpreted as length of continuous service, including unpaid leave for less than one (1) year. Continuity of service is broken by resignation.

5. Most recent evaluation rating <sup>2</sup>	Highly Effective	6
	Effective	5
	Developing	2
Grade - Elementary - applies when transferring to the same grade		0 - 1
7. Building - Secondary		0 - 1

- F. By November 1 of each year, the Superintendent shall post in each building and distribute copies to the President, a system-wide seniority list of elementary teachers by area of certification, and a system-wide seniority list of specialists by area of certification.
1. Such list will contain the teachers' names, date of hire, years of seniority and the teacher's position as elementary, secondary/middle school or specialist.
  2. Individual teachers shall be solely responsible for the accuracy of their placement on the seniority list.
  3. Teachers, who believe their placement on the seniority list is not consistent with section E.2 of this Article, shall notify the Superintendent in writing (with a copy to the President of the Association) within thirty (30) days of the posting of such list.
  4. Placement on the seniority list will stand unless challenged by the teacher. If there is no resolution to the teacher's challenge, the teacher may grieve under the provisions of Article 16.
- G. Any teacher whose request for change in grade level and/or transfer is denied will be notified in writing within nine (9) school days as to the reasons for the denial of the request. The Superintendent shall inform all applicants, as well as the Association President, in writing, whether their request for transfer was granted within nine (9) school days of the closing of the position.
- H. Teachers who receive an ineffective evaluation rating shall not be permitted to voluntarily transfer.
- I. Teachers maintaining a certification in the subject area of a vacant position shall be presumed to be appropriately qualified for the position and shall be recalled under the provisions contained in this Article. Provided, however, this presumption may be conclusively rebutted where:
1. The certification required for the vacant position and held by the laid off teacher has not been utilized for a period of five (5) or more years; or
  2. The teacher cannot demonstrate that s/he is "highly qualified" for the position; or
  3. The teacher has failed to receive a "developing" or higher rating with her/his most recent evaluation; or
  4. The teacher cannot demonstrate recent self-study or professional development sufficient to prepare for the transition.

In order to assist in the above process, the District shall, whenever possible, engage in early identification of openings. Once the openings are identified, the District will post in a timely manner.

Notice of recall denial and the explanation therefore shall be received by the teacher no later than August 15.

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<sup>2</sup> This criterion will become effective only if all teachers requesting a transfer for a particular position have an evaluation rating under the agreed model. It is acknowledged that teachers that participated in gradual implementation (2011-2012) will have a valid rating on or about June 2013. Under normal circumstances, all educators will have a valid rating by June 2014.

Non - tenured teachers shall not be permitted to voluntarily transfer prior to receiving tenure except in the certification for which said teacher was hired.

## **ARTICLE 8**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

- A. The Association recognizes that some involuntary transfers of teachers from one school to another or reassignments within a school are unavoidable. The Association recognizes that under normal circumstances, transfers or reassignments of teachers should be held to a minimum. Involuntary transfers and reassignments shall be made only after other alternatives have been explored. Involuntary transfers and reassignments will be made in the best interest of the students of Westerly. If it is determined that the procedure in section 3 below will not be followed then the Administration will provide the union and the effected teacher the rationale. Said decision will not be capricious or arbitrary. Therefore, the following process shall be adhered to:
1. Involuntary transfers or reassignments will be issued only after due consultation with the teacher involved.
  2. Written notices of involuntary transfer will be given to the teacher involved by the last student day of the school year before the transfer or reassignment is to take effect. Any vacancy occurring after the close of the school year shall be filled only by voluntary transfer, or hiring, respectively.
  3. The following bases will be used to determine the teacher to be involuntarily transferred:
    - a. **SECONDARY LEVEL CERTIFICATION:** the teacher with the least work experience in the affected position in the affected school in the Westerly Public Schools will be reassigned first.
    - b. **ELEMENTARY LEVEL CERTIFICATION:** the teacher with the least work experience in the affected position in the affected school in the Westerly Public Schools will be reassigned first.
    - c. **DISTRICT POSITIONS:** the teacher with the least work experience in the affected discipline in the Westerly Public Schools will be reassigned first.

Work experience for involuntary transfers and reassignments shall be defined in the same manner as Article 7.

4. The Superintendent or his designee shall keep a list of all teachers who have been involuntarily transferred or reassigned. By August 30, this list shall be complete, showing the names of those teachers involuntarily transferred or reassigned and the position from which the teacher has been moved. The President of the Association will be furnished with a copy of this list.

The Association President and Superintendent shall agree on the list of involuntarily transferred teachers.

5.
  - a. A teacher is involuntarily transferred until his/her name is removed from this list.
  - b. When a position on the involuntary transfer list opens, the affected teacher shall be notified in writing.
    1. Teachers on the involuntary transfer list are presumed to be qualified for the position from which they were involuntarily transferred or reassigned, and shall be given the opportunity to return to their former position under the provisions contained in this Article, provided all of the following apply:
      - a. the teacher remains certified in the area;
      - b. the teacher has received a "developing" or higher rating in his/her most recent evaluation;

c. the teacher is "highly qualified."

c. A teacher's name will be dropped from this list only when:

1. He/she accepts or rejects the option to return to his/her former position as outlined in section 5b above. Such acceptance or rejection shall be in written form and shall be forwarded to the Superintendent within five (5) days of receipt of notification. No response will be considered a rejection.
  2. He/she voluntarily transfers to another position.
  3. He/she resigns from Westerly Public Schools.
  4. After 3 years the involuntary transfer record is removed and the teacher becomes assigned to the position held at the end of the third year.
6. When a teacher's present assignment is closed for the upcoming year, that teacher will automatically be considered to be involuntarily transferred for the next year. In this case, a teacher's expression of preference of assignment for the upcoming year will not affect his/her involuntary status and every effort will be made to accommodate his/her preference subject to the provisions of Article 7.

However, within twenty-four (24) hours of receiving the Superintendent's notice, the teacher affected must choose between:

- a. Displace the teacher with the least amount of work experience in the building.
- b. Displace the teacher with the least amount of work experience in the affected grade level.
- c. Engage in the Article 7 voluntary transfer process.
- d. If the affected teacher does not receive a position through the voluntary transfer process, he/she will be assigned by the Superintendent.

For purposes of Sections 1 and 2 above, the displaced teacher shall be defined as follows:

**ELEMENTARY:** The teacher with the least work experience in the building, with the same certification, according to the District's Seniority List.

**SECONDARY:** The teacher with the least work experience in the discipline and/or school with the same certification, according to the District's Seniority List.

7. If a teacher's position is closed and then reopens, prior to August 1<sup>st</sup> the teacher shall have the option of either returning to his/her prior position or remaining in the assigned position. If a teacher's position is closed after August 1<sup>st</sup> the position will be considered to be a one year only and the teacher shall have the option of returning to their prior position.

**\*NOTE:** For the purposes of involuntary transfers or reassignments, the term "position" shall be defined as:

**ELEMENTARY:** The grade in the building from which the teacher was transferred or reassigned.

**SECONDARY:** The discipline and/or school (Westerly High School or Westerly Middle School) from which the teacher was transferred or reassigned.  
**DISTRICT:** The discipline from which the teacher was transferred or reassigned.

- B. In the event the Committee votes to close a school the Association will be, thereafter, included in the planning process. The superintendent and the Association President if necessary will mutually agree on a process for involuntary transfers and reassignments.

## **ARTICLE 9** **PROMOTIONS**

- A. Promotional positions excepting the positions of Superintendent, Assistant Superintendent and Executive Assistant to the Superintendent will be filled pursuant to the following procedures:
1. Such openings will be publicized, which will mean, at a minimum that when an opening exists, a notice will be posted in every school, setting forth a description of, and the qualifications for, the position including the duties and salary. This notice will be posted ten (10) school days before the deadline for applying for the opening.  
  
During summer vacation, teachers will be notified of openings in accordance with Article 7 C.
  2. Such openings will be filled on the basis of qualifications per the Job posting/Job Description provided, however, that where two (2) or more applicants are equally qualified, work experience in Westerly Public Schools shall control.
- B. Promotional positions (as identified in Article 37) are defined as follows:  
Positions requiring State Certification and/or paying a salary differential over the basic teacher salary schedule. Stipends shall be in accordance with the collective bargaining agreement.

## **ARTICLE 10** **TEACHER FACILITIES**

- A. Each building will contain a room furnished to be used as a faculty lounge and/or teacher's work area. In addition, the parties' goal shall be to provide each building's faculty lounge and/or teacher's work area with a telephone, networked computer and printer.
- B. If available, a portion of the parking lot at each school will be reserved for teacher parking. Teachers will have priority over students in the assignment of parking areas.
- C. A separate telephone line will be provided in each school for the teachers. In the Middle and High Schools, one extension of the building teacher telephone line will be provided.
- D. Each building shall have a centrally located message box for each teacher.
- E. The Committee agrees to maintain (i.e., to keep in a state of repair, to preserve from failure or decline) equipment.
- F. Teachers shall be allowed to use e-mail for union and work-related business.
- G. The parties agree to an individual technical support teacher being assigned and housed in each school building to assist teachers with day to day technological issues. The technical support professionals will be selected from the bargaining unit. (See Article 37).



**ARTICLE 11**  
**NON-TEACHING DUTIES**

It is recognized that a teacher's primary responsibility is to teach and that his/her energies should be directed toward this end. The School Committee agrees to continue the program of hiring Auxiliary Personnel to take over non-teaching duties. The Teachers' Association agrees to participate with the administration in a training program for these Auxiliary Personnel. The teachers will be relieved of the following non-teaching duties but shall be encouraged to participate with and observe students in all settings:

- A. Supervision of playground, cafeteria, bus duty and early morning duty.
- B. Duplicating instructional and other materials and circulating attendance records.
- C. Collecting money from students for non-educational purposes.
- D. Physical education teachers will continue to assist, as needed, School-Nurse Teachers with vision screening.
- E. Delivering books to classrooms and inventorying books except for the last day of school.
- F. During the term of this contract, the Committee agrees not to increase non-teaching duties. When the need arises teachers may agree to perform non-teaching duties. Interested teachers shall place their name on a list at the beginning of the school year. Selection from the list will be on seniority basis, rotating through the list. Teachers will be compensated in accordance with Appendix A - Miscellaneous Pay Scale.

**ARTICLE 12**  
**TEACHERS' FILES**

All teachers' files will be maintained under the following conditions:

- A. No material, except references and information obtained in the process of evaluating the teacher for employment will be placed in the teacher's files unless the teacher has had an opportunity to read the material. The teacher will acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed. Such signature does not necessarily indicate agreement with its content. If a teacher refuses to return the signed copy, the Superintendent, after a two (2) week period, will place a copy in the teacher's file.
- B. The teacher will have the right to answer any material filed and his answer will be reviewed and initialed by the Superintendent and attached to the file copy.
- C. Upon presentation of a written request, a teacher and authorized representative of the Association shall be allowed without unreasonable delay to examine his file in the presence of the Superintendent or his authorized representative.
- D. No material concerning a teacher's participation in the Association, NEARI or NEA including a teacher's use of grievance procedure, will be placed in the teacher's file.

- E. The teacher will be provided, without unreasonable delay a photocopy of any material in his/her file at his/her request, (and at his/her expense not to exceed 25 cents per page).

## **ARTICLE 13**

### **GENERAL**

- A. The Committee will provide the Association with an advance copy of the agenda for each regularly scheduled monthly School Committee meeting. The Committee also agrees to notify the Association of all other official meetings exclusive of executive session.
- B. **SCHOOL CALENDAR**  
When the Superintendent is preparing the school calendar for consideration by the Committee, he will invite the President of the Association or his designee to consult with him before the calendar is presented to the Committee for consideration. During the life of this Agreement, the School Calendar shall continue to provide a one (1) week February and April school recess.
- C. Under normal circumstances teachers will receive a written copy of their subject assignments for the next school year by the close of school.
- D. The faculty of each school may elect a representative body free to consider anything affecting teachers.
- E. The Committee will furnish the Association with one (1) copy of the School Committee Policy Handbook.
- F. The Committee and the Association believe that academic freedom is essential to the teaching profession. Debatable issues should be part of instructional programs when judgment of the professional staff deems the issues appropriate to the curriculum and to the maturity level of the student. Academic freedom is the right and responsibility of the student and the professional staff to explore, present and discuss divergent and/or opposing points of view in the quest for knowledge and truth. The preceding paragraph in no way abrogates or subjugates the School Committee's responsibilities for curriculum as stated by State Law.
- G. Copies of the Building Procedures Handbook will be available in the teachers' room and the Principal's Office in each building when and where such handbooks exist.
- H. The Committee agrees to provide the Association with a list of teachers by building by October 1 of each year.

## **ARTICLE 14**

### **TEACHER PROPOSALS**

Specific proposals of the Association will be included on the agenda of the School Committee at the meeting following receipt of a written request outlining those proposals. The request must be submitted at least seven (7) days in advance of the meeting date.

## **ARTICLE 15**

### **TEACHER EVALUATION**

- A. The teacher evaluation in WPS will be the full implementation of the RIDE educator evaluation model. All methods of observation of the performance of a teacher shall be conducted openly with full knowledge of the teacher.
- B. Any alteration to the WPS implementation of the RIDE model will be mutually agreed upon, unless mandated by RIDE.

### C. Evaluation Process:

1. The teacher's primary and complementary evaluator will be determined and disseminated prior to the beginning of the year conference.
2. Under normal circumstances, the beginning of the year evaluation meeting will be held before November 1. The mid-year meeting will be held by February 15, and the end of the year meeting will occur prior to the last week of the school year. All meetings will be held within the school day unless mutually agreed upon. Teachers will be notified 24 hours in advance of evaluation meetings
3. An announced observation will be defined as: an observation where the teacher is informed 48 hours in advance that their evaluator will be observing them. The teacher will be informed of which date/time/period they will be observed.
4. No teacher shall be observed for evaluation purposes except by a District approved evaluator.
5. Ideally, any teacher in jeopardy of receiving less than an effective evaluation rating shall be notified not later than the mid-year conference.
6. The teacher evaluation online module will remain confidential within the WPS district, except where mandated by RIDE.

### D. Components

1. Professional Growth Goals
  - a. The teacher will present his/her professional growth goals at the beginning of the year evaluation conference. Ideally, the administrator will respond to the teacher's proposed professional growth goals within forty-eight (48) hours.
  - b. Teachers may develop multi-year professional growth goals as part of their professional growth plans. Teachers may establish two professional growth goals as a part of their professional growth plans.
  - c. A teacher's professional growth goals will be determined either as part of a school building wide effort, department effort, grade level effort, discipline/content effort or on an individual basis.
  - d. The establishment of all professional growth goals shall be mutually agreeable between the teacher and the evaluator. At the conclusion of the 2012-2013 year, the District Evaluation Committee will review the process and make recommendations to the Superintendent and Association President.
2. Student Learning Objectives
  - a. The teacher will present his/her Student Learning Objectives prior to the beginning of the year evaluation conference. Ideally, the administrator will respond to the teacher's proposed Student Learning Objectives within forty-eight (48) hours.

- b. A teacher's Student Learning Objectives will be determined as either part of a school building wide effort, department effort, grade level effort, discipline/content area effort or on an individual basis. Final determination will be made by the administrator in charge, in consultation with the teacher.

**E. Appeals.**

**1. Disputes**

- a. In the event of a dispute on either an interim or final evaluation rating, the affected teacher shall inform the evaluating administrator, in writing, within five (5) school days. The affected teacher shall meet and discuss the dispute with the evaluating administrator within five (5) school days of notification of the dispute.
- b. Within five (5) school days of the meeting the evaluating administrator shall reduce to writing his/her basis for the rating.
- c. If the teacher is not satisfied with the administrator's rationale, he/she may appeal the matter within five (5) school days to the Superintendent. The Superintendent will notify the teacher of the hearing date within three (3) school days after receipt of the appeal. The hearing will be held within ten (10) school days of notification. The Superintendent, or designee, will respond in writing within five (5) school days of the hearing.
- d. No internal appeal may be initiated after the last day of the school year.
- e. Nothing herein shall limit the right of any teacher to file a grievance concerning his/her evaluation rating.

**ARTICLE 16**  
**GRIEVANCE PROCEDURE**

The purpose of the following grievance procedure shall be to settle equitably at the lowest possible administrative level issues which may arise, from time to time, regarding the salaries, welfare and working conditions of teachers. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Both parties agree that these proceedings shall be kept confidential as may be appropriate at any level of the procedure

**A. DEFINITIONS**

A "grievance" is a complaint based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of the Contract or any subsequent agreement entered into pursuant to the Contract.

The "aggrieved person" is a person or group of persons making such a complaint. A "party in interest" is a person or group of persons who might be required to take action or against whom action might be taken to resolve the complaint.

"The Professional Rights and Responsibilities Committee" is that Committee selected by the Association to process grievances under this Contract.

## **B. PROCEDURE**

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

In the event a grievance is filed which under the specified time limits might not be finally resolved at Level Three by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as is possible.

### **1. LEVEL ONE**

A teacher with a grievance shall submit a grievance in writing and discuss it with his immediate superior and/or principal, either directly or with the school's representative of the Association's Professional Rights and Responsibilities Committee, with the objective of resolving the matter informally. The answer to Level One grievances must be rendered in writing.

### **2. LEVEL TWO**

In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

Within five (5) school days after receiving the written grievance, the Chairman shall refer it in writing to the Superintendent of Schools. The Superintendent shall represent the School Committee at this level of the grievance procedure.

Within five (5) school days after the receipt of the written grievance, the Superintendent shall meet with the aggrieved either directly or with a representative of the Professional Rights and Responsibilities Committee in an effort to resolve it.

The Superintendent shall answer, in writing, all grievances filed at this Level.

If a teacher does not file a grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee, and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew or should have known of the act or condition upon which the grievance is based, then the grievance shall have been waived.

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

### **3. LEVEL THREE**

In the event the aggrieved person is not satisfied with the disposition of this case at Level Two, or in the event no decision has been rendered within five (5) school days after he first met with the Superintendent, he may file the grievance in writing with the Chairman of the Professional Rights and Responsibilities Committee within five (5) school days after a decision by the Superintendent or ten (10) school days after he first met with the Superintendent, whichever is sooner.

Within five (5) days after receiving the written grievance, the Chairman of the Professional Rights and Responsibilities Committee shall refer it in writing to the Committee.

The Committee shall meet in Executive Session at or before its next regularly scheduled meeting to consider all grievances which have been submitted to it since its last meeting.

Any party in interest shall have the right to appear before the Committee and be heard in Executive Session. Level Three grievances shall be held the first order of business at regularly scheduled monthly meetings.

#### **4. LEVEL FOUR**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or no decision has been rendered within five (5) school days after the Committee heard the grievance, he may appeal the decision of the Committee to arbitration in accordance with the voluntary rules of the American Arbitration Association or the FMCS.

As an alternative, the parties may choose to utilize the Labor Relations Connection. In that event, the arbitrator shall be selected by said Labor Relations Connection in accordance with its rules.

### **C. RIGHTS OF TEACHERS TO REPRESENTATION**

Any party in interest may be represented at all stages of this procedure by a person of his own choosing, except that he may not be represented by a representative or by an officer or any teacher organization other than the Association or its affiliates, the NEARI and the National Education Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to stage its views at all stages of this grievance procedure.

### **D. MISCELLANEOUS**

1. If in the judgment of the Professional Rights and Responsibilities Committee, a grievance affects any group of teachers, the Professional Rights and Responsibilities Committee shall submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
2. Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be properly transmitted to all parties in interest and to the Chairman of the Professional Rights and Responsibilities Committee.
3. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Chapter 39 of the General Laws of Rhode Island.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and shall be reproduced and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
5. Upon written request, the Committee agrees to make available to any aggrieved person and/or his representative all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.
6. The Professional Rights and Responsibilities Committee shall have the privilege of meeting in person with any party in interest.
7. Failure at any step in this procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.

Failure at any level of this procedure to appeal a grievance within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

8. Any decision, course of conduct, or other action which becomes the subject of a grievance, shall be compiled with pending the processing of the grievances except with the written consent of the Superintendent or the Committee which consent shall not be unreasonably withheld.

A decision at any level of the procedure in favor of the aggrieved person, however, may provide appropriate restitution or other remedy for the period during which the grievance was suffered.

9. During the school year a "school day" shall be defined as a day on which school is actually in session. During the summer, a "school day" shall be defined as any day of the week exclusive of Saturday, Sunday and holidays.

## **ARTICLE 17** **FRINGE BENEFITS**

The Westerly School Committee shall provide each certified person in Westerly Public Schools, the following options:

- A. Teachers shall have as their medical coverage a PPO plan substantially similar to the one attached as Appendix B or a High Deductible/HSA Plan.
  1. The Committee shall offer to all bargaining unit members a High Deductible Health Plan with a Health Savings Account (HDHP with HSA), effective January 1, 2013.
    - a. Transition Period:  
During the pay periods between September 1 and December 31, 2012 immediately preceding the initial commencement of the HDHP with HSA, members will continue with their current coverage and the regular bi-weekly co-share contribution.
  2. Terms of the High Deductible Health Plan with Health Savings Account:
    - a. Unless indicated otherwise herein, the terms of the HDHP with HSA are those specified by the provider, consistent with law and IRS regulation.
    - b. Employees shall have the option to contribute in any manner permitted by law, IRS regulations and the healthcare insurer.
    - c. Family and Individual Plans:
      1. Teachers participating in the HSA family plan will have an annual deductible of \$4,000. For employees participating in the HSA individual plan, the annual deductible is \$2,000. The committee will front the full amount of the deductibles for family and individual plans and shall deposit said amounts into the teacher's HSA on or about January 1 of each year. Coverage under the HDHP with HSA will run from January 1 through and including December 31 each year.  
  
The teacher will reimburse the Committee 20% of the premium established by Blue Cross in payments on a bi-weekly, pre-tax basis as permitted by law and at the employee's discretion.
      2. Once the deductible has been met, the teacher shall be provided full coverage, at no additional cost, consistent with the High Deductible Plan. This shall include, but is not limited to office visits, emergency room fees, prescription copays, etc.
      3. Teachers who opt for the HDHP with HSA shall contribute to the dental premium co-share consistent with Section F below.
- B. Term Life Insurance is provided for the term of the contract for active employees, in the amount of \$50,000



with provision that upon termination of employment the insured person may retain this policy at their cost in accordance with RI state law.

- C. During the term of this Contract, a Healthcare Advisory Committee will be created, comprised of Association members, Administration, as well as representatives/ consultants from the districts providers. This Committee will meet quarterly for the purposes of managing healthcare cost for both the Association and Committee.
- D.
  - 1. Disability Income Insurance, effective for the term of this Contract, will be provided for each teacher equivalent to that provided in the insurance policy between the Committee and its current insurance carrier. A Summary Plan of said insurance policy shall be attached as Appendix C.
  - 2. All teachers entitled to Disability Income Insurance who are otherwise drawing on the sick leave pool must, as a condition of receiving the benefit, file a claim and return the full monthly benefit check to the employer in order to offset the pay being provided.
    - a. It is understood and agreed that claims filed under this Section, and checks received, must be paid back to Westerly Public Schools, and shall include all checks, including those received for the months of July and August.
- E. Family Dental Plan for the term of the contract for active employees. A Summary Plan of said dental insurance policy shall be attached as Appendix D.
- F. Teachers who opt for the PPO Plan shall contribute to the cost of the health/dental premium at the following rate:

Contract Year

9/1/12 - 8/31/13	17.5% of working rate
9/1/13 - 8/31/14	20% of working rate
9/1/14 - 8/31/15	20% of working rate



- G.
1. For those employees who are eligible for Health care and Dental, and who choose not to receive any coverage, the Committee will pay to the teacher the same dollar amount as of 9/1/00 for the duration of the Agreement.
    - a. Teachers who opt for the buy-back provision shall inform the Superintendent by July 1st of each school year.
    - b. Payments will be in two (2) equal installments (January and June).
    - c. For persons who have elected this option but leave the system before the completion of the teaching year, a pro-rated payment and/or deduction will be made prior to or with the issuance of the final check.
    - d. Teachers may reenter the comprehensive medical plan on the anniversary date of each year. In cases of emergency teachers may reenter the comprehensive medical plan on a pro-rata basis before the anniversary entry date, pending carrier approval.
    - e. The buyback will no longer exist after 8/31/2015.
  2. Teachers hired after 7/1/00 shall not be eligible for this buy back provision.
- H. All teachers hired after 9/1/13 working less than 1.0 FTE shall receive medical and dental coverage on a pro-rata basis.
- I. If the employee actively participates in a WPS sponsored Wellness program including all defined provisions, the teacher contribution, will be reduced by 2.5% beginning in 2013-2014.
- J. Fifty (50) per cent of any surplus funds from the health insurance accounts for the HDHP and PPO health insurance will be used to reduce the following year's cost share for Westerly Public Schools' teachers enrolled in one of these programs.

**ARTICLE 18**  
**SICK LEAVE**

- A. All certified teachers in the Westerly Public Schools shall be entitled annually to fifteen (15) days sick leave for the term of this Contract with full salary for personal illness of the teacher or members of the teacher's immediate family, as defined in Article 22. The unused days shall be cumulative to a maximum of one hundred twenty (120) days. Any teacher with more than 120 days will be able to retain those days. The teacher absent in excess of three (3) consecutive days may be required to submit a certificate from his physician that he is capable of resuming his or her duties.  
At the discretion of the Superintendent, any family illness days beyond fifteen (15) days (not including the teacher's personal illness days) in one contractual year may be deducted at a substitute's rate.
- B. A teacher may request aid from the Sick Leave Pool when his personal sick leave has been reduced to three (3) days. Upon return to employment after drawing from the pool, those three (3) days shall still be credited to the teacher.
- C. Sick Leave Pool shall be cumulative as follows:
1. The Sick Leave Pool shall carry over days remaining at the end of one contractual year to the next

contractual year and will continue for the term of this Contract.

2. In the event that the pool is in excess of three hundred (300) days at the start of each school year, all professional personnel who have donated the previous year shall be automatically covered without the need of contributing another day.
  3. All professional personnel who are not covered may voluntarily donate one (1) day in order to initiate the coverage and shall have the same privileges as in Section 2. A newly hired teacher will belong to the Sick Leave Pool unless he/she indicated in writing that he/she does not wish to participate
  4. In the event that, during the school year, the Sick Leave Pool is reduced below two hundred (200) days, all professional personnel must donate one (1) day each to continue the coverage.
  5. At the beginning of each school year all teachers with maximum sick leave accrual may donate all days over the maximum to the Sick Leave pool up to a maximum of one thousand (1000) days.
- D. The Sick Leave Pool shall be administered by a five (5) member board, with two (2) members chosen by the Superintendent, two (2) members by the Westerly Teachers' Association. The four (4) members shall choose a physician as the fifth (5th) member. Each request for aid from the Sick Pool shall be decided by the board on the merits of the individual request.

Action of the board shall be by a majority vote and shall be final and binding on all parties, and not subject to the grievance and arbitration procedures of this contract.

However, the Sick Pool Committee may reverse its decision at a subsequent hearing based on additional information provided by the applicant with permission.

- E. Illness as a result of pregnancy shall be treated as any other illness, and teachers unable to work as a result of pregnancy shall have full access to their rights under this Article, provided their disability is attested to by a physician.
- F. Sick leave days will be counted as half days, provided the teacher is present for one-half (1/2) of the school day.

#### **ARTICLE 19** **RETIREMENT HEALTH SAVINGS ACCOUNT**

The Westerly Public Schools shall establish a retirement health savings account for all members. The district will contribute \$200.00 annually into individual accounts beginning in 2012-2013 with a ten (10) year vesting period. Teachers, who wish to retire at the end of the 2012-13 school year, shall notify the Superintendent not later than February 1, 2013. Teachers who make such a declaration will receive a one-time only payment of five thousand dollars (\$5000) to their Health Retirement Account (HRA).

#### **ARTICLE 20** **RESIGNATION PROCEDURE**

In the event that a teacher decides to resign he/she will make every effort to submit a written notice to the Superintendent of Schools no later than February 1 of each year.

In the event of a dismissal, non-renewal or suspension of a teacher, the Committee will notify the teacher of a hearing date, within two (2) weeks of the teacher's request, stating whether a public or private hearing will be desired. The hearings before the full Committee will be held as quickly as possible, after June 15, and a decision shall be rendered as quickly as possible after the close of the hearing.

**ARTICLE 21**  
**COURT AND ARBITRATION APPEARANCE**

The following shall apply when a teacher's presence in court is required.

- A. When a teacher serves as a juror, an amount equivalent to the pay he receives as a juror shall be deducted from his pay by Westerly Public Schools.
- B. If a teacher reports for jury duty but is excused without pay, no deduction shall be made from his salary provided the teacher returns immediately to his/her assigned building.
- C. When a teacher is subpoenaed to serve as a witness in any court he shall be granted leave with full pay less any payment received as a witness.
- D. When a teacher learns that he/she has been called as a juror or witness, he/she shall notify his building principal immediately.
- E. The Association may select any three (3) of its officers or members to attend arbitration, Level 4 Grievance and Labor Relations Board sessions. Teacher attendance at arbitration sessions in excess of the three (3) listed above will be at the discretion of the Superintendent of Schools.

**ARTICLE 22**  
**BEREAVEMENT**

In case of death in the teacher's immediate family, a teacher shall be allowed a period of from three (3) to five (5) days for any one (1) case with full pay and for others, the teacher shall be allowed the day of the funeral with full pay.

**ARTICLE 23**  
**ABSENCES WITH PAY**

- A. With permission of the building principal, teachers shall be allowed two (2) days leave for the purpose of visiting other schools and attending meetings or conferences of an educational nature. A written report of the conference or visitation shall be submitted to the building principal when required. The Superintendent may grant up to two (2) additional days per year for visitations and/or conferences.
- B. Teachers shall be entitled to two (2) personal days per school year. Such temporary leave will be granted upon request; unused personal days are cumulative to three (3). Teachers shall give at least twenty-four (24) hours' notice to their building principal prior to the taking of a personal day. Such twenty-four (24) notice may be waived in case of an emergency. The purpose of the personal day is to grant a teacher the necessary time to handle matters of a personal nature that cannot be handled after the close of school. Personal days shall not be used to extend Christmas, Winter or Spring Vacation, nor before or after the Labor Day or Thanksgiving Day holiday, except with permission of the Superintendent.
- C. At the discretion of the Superintendent any absence in excess of the above contractual limits may be deducted at a substitute's per diem rate.
- D. Permission for leave under Paragraphs A above will not be unreasonably withheld.

**ARTICLE 24**  
**ABSENCES WITHOUT PAY**

Teachers shall be granted leave without pay under the following circumstances.

- A. At the request of a teacher, the Committee may grant professional personnel a leave of absence of one (1) year without salary. By mutual agreement, such leave may be extended for one (1) additional year. Upon return, the teacher will be placed on the appropriate step on the salary scale based on his teaching experience.
1. Teachers who are requesting leave for personal reasons under provisions of this section shall notify the Office of the Superintendent on or before May 1. Under emergency situations the Committee may grant exceptions to the time requirement. Prior to February 1, a teacher on personal leave must notify the Office of the Superintendent in writing of his/her intention to return or not return to his/her position the next September. Failure to notify the Office of the Superintendent shall be considered as a resignation.
  2. Teachers who are applying for graduate school will notify the Superintendent on or before February 1. The Superintendent will be notified immediately upon acceptance at graduate school, however, ordinarily no leave will be granted unless the acceptance is at least thirty (30) days prior to the opening of school or unless a qualified replacement can be found.
- B. A leave of absence without pay of up to two (2) years may be granted to teachers who join the Peace Corps or serve as exchange teachers and are full-time participants in either of such programs and who have completed at least three (3) years of teaching in Westerly. Upon return from such leave, a teacher may be considered as if he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been granted leave.
- C. At the request of a teacher, a family leave of up to one (1) school year will be granted without salary. An additional year for family leave may be granted if requested by the teacher. Family leave is for the purpose of taking care of a newborn or adopted child as well as for the purpose of taking care of a child with serious illness.
1. A teacher on family leave may remain in the School District's group health and dental insurance plans by making the payment therefore.
  2. A teacher who takes family leave and specifies the date of return, which shall be within one (1) calendar year of the effective beginning date of such leave, shall have the right to return to a position for which the individual is certified.
  3. The school year in which a teacher is on family leave will not count as a year toward tenure. However, the teacher will be credited with a year's service provided a minimum of ninety-one (91) days is taught.
  4. By February 1, a teacher on family leave must notify the Superintendent in writing of the intention to return or not to return to a teaching position the next September. Failure to so notify the Superintendent shall be considered a resignation. If the teacher makes a request to return to work earlier than the date specified in granting the leave, the Superintendent will re-employ the teacher for the remainder of the school year in an area in which the teacher is certified.
  5. The provisions of this section shall be in addition to and shall not in any way diminish the rights of bargaining unit members under Chapter 28-48 of the General Laws of Rhode Island.

- D. Military Leave is automatically granted to any teacher who is voluntarily or involuntarily mobilized or performs active duty for training (AT) in accordance with State and Federal laws, including the Uniformed Services Employment and Re-employment Rights Act and Veterans Re-employment Rights Act of 1994.

When scheduling their AT, the teachers shall make every effort to do so during periods when school is not in session.

If a teacher voluntarily enlists or is commissioned for active duty, he/she may serve on active duty for a cumulative total of five (5) years and still be entitled to be re-employed in the position from which he/she left, if a request for re-employment is made in writing within ten (10) days of discharge from active duty or demobilization.

A teacher will be employed in his/her previous position, if available, or assigned to an equivalent position for which he/she is certified and qualified.

- E. Any teacher whose personal illness extends beyond the compensated period will be granted leave of absence for such time as necessary for complete recovery from such illness. The Committee may, at its discretion, require the teacher to provide medical proof of his/her complete recovery.
- F. Upon the teacher's return from leave granted under any of the above circumstances, he shall be assigned to the same position held prior to such leave, if such position is available or, when not available, to a substantially equal position.

If the teacher makes a request to return to work earlier than the September following the granting of the leave, the Superintendent will re-employ the teacher for the remainder of the school year in any position in which she/he is certified.

All benefits to which a teacher was entitled at the time his/her leave of absence commenced shall continue upon his/her return.

- G. By February 1, any teacher on leave of absence under any provision of the above Articles, exclusive of military leave, must notify the Superintendent in writing of his/her intention to return to his/her position the next September. Failure to notify the Superintendent may be considered as a resignation.

## **ARTICLE 25** **SABBATICAL LEAVE**

Desiring to provide incentive to achieve greater professional performance and encourage independent research and achievement, the School Committee hereby maintains a policy of sabbatical leaves for teachers.

Definition:

A sabbatical leave is a privilege granted by the District for the advancement of the District. A sabbatical leave is an important tool in the professional development of qualified faculty members.

Sabbatical leave for teachers may be granted subject to the following conditions:

A. Sabbatical Duration and Remuneration Criteria

1. Faculty members shall be granted leaves for a full school year at half salary or one semester leave at full salary and shall receive applicable fringe benefits. Applicable fringe benefits shall be defined in Article

17.

2. Leaves shall not begin and/or end in the middle of Fall or Spring Semesters.

**B. Eligibility**

1. Faculty with at least six (6) full years of active employment within the school district shall be eligible for consideration for sabbatical leaves, or six (6) years after return from a previously granted sabbatical leave. Active employment is defined in Articles 7 and 8.

**C. Application Procedure**

1. A teacher who desires a sabbatical leave shall apply for leave in writing to the District Evaluation Committee which will act as the Sabbatical Review Board by January 1, or nine months before the school year for which the leave is requested. The Board will vet all sabbatical submissions based on relevance to district goals and length of time since last sabbatical and recommend the final candidates to the Superintendent.
2. The application for leave shall include a detailed written statement of purpose for the leave. The statement should indicate how the sabbatical leave will bring enrichment to the faculty member and the school district. The interest of Westerly Public Schools, in addition to the professional needs of the teacher shall be a major consideration in granting the sabbatical leave.
3. The statement, in consultation with the immediate supervisor, should include a description of arrangements to cover the faculty member's instructional responsibilities and, if applicable, other administrative duties for which he/she is responsible.
4. No more than two (2) members of the bargaining unit may be on sabbatical leave during a school year.
5. Based on the vetting process, at least one member of the bargaining unit will be granted a sabbatical leave, with the opportunity for a second sabbatical based on budgetary considerations.

**D. Approval Process**

1. The Board of Review shall submit its recommendations to the Superintendent by January 15<sup>th</sup>.
2. The Superintendent will review all applications and submit his recommendations to the School Committee for approval.
3. The School Committee will ensure that each step of the approval process met the requirements of the guidelines.
4. The Superintendent will notify each applicant as to the disposition of their sabbatical leave request not later than May 15<sup>th</sup>.

**E. Changes in Approved Sabbatical Leaves**

If a faculty member on sabbatical leave finds it necessary or desirable to alter substantially the proposal or academic objectives of the sabbatical leave project, he/she must inform the Superintendent in writing as

soon as possible of the reasons for the change and secure the Superintendent's written approval for the revised proposal.

**F. Report on Sabbatical Experience**

1. Each applicant who is granted a sabbatical leave is expected to prepare a report after the completion of his or her experience. By no later than the end of the first semester after returning to regular duties, the faculty member must file a substantive report with the Superintendent of her/his work and overall accomplishments during the sabbatical. The Superintendent will evaluate the report for conformity with the sabbatical proposal. Copies of the proposal and the report must be kept on file. The Principal of the school the individual is assigned shall evaluate the sabbatical report as part of the annual evaluation.
2. For twelve month leaves, the faculty should also file a mid-year progress report with the Superintendent's Office.

**G. Return from Sabbatical**

1. In accepting a sabbatical leave, the teacher agrees to return to Westerly Public Schools for at least two years thereafter.
2. The teacher shall agree to return to employment in Westerly Public Schools for two (2) school years. Upon such return the teacher shall be placed on his/her appropriate step on the salary schedule as though he/she had not been on leave. If the teacher does not return to his/her teaching position for the required two (2) school years, he/she will reimburse to Westerly Public Schools the amount received while on sabbatical leave plus the cost of the applicable fringe benefits. Exceptions to this provision include circumstances such as permanent disability or death, wherein neither the individual nor the heirs shall be obligated to refund any part of the amount paid while on sabbatical.

**ARTICLE 26**  
**AVAILABILITY OF CONTRACT**

After this Contract has become effective, the Committee shall print and make copies of it available to members of the bargaining unit. Printing costs will be shared by the Association and Committee. The Superintendent will provide a copy of the Contract to newly hired teachers.

**ARTICLE 27**  
**SALARY SCALE**

- A. The salary shall be as set forth in Appendix A.
- B. Salary shall be divided into twenty-six (26) equal paychecks. From September through June, they shall be distributed biweekly. All remaining checks will be given to the teachers by the end of June. Teachers will receive their first paycheck on the first Friday of work, unless such payment is not possible because of circumstances beyond the control of the Committee. The Committee will make every effort to make certain that the first paycheck and all subsequent paychecks are received by the teachers on the scheduled pay day.

**ARTICLE 28**  
**MASTER'S DEGREE**

- A. The Master's Degree work must be taken in an accredited college or university and be in a course of study approved by that institution. A copy of the teacher's course of study must be filed at the Office of the Superintendent of Schools immediately upon approval by the college or university.
- B. The Master's Degree Program must be completed in the period of time specified by the college or

university. Failure to complete degree work in the period of time specified by the college or university at which the candidate is then enrolled will result in a reduction of the salary increment in direct proportion to the number of credits no longer considered active by the granting institution.

- C. After submission of necessary documents to the Office of the Superintendent, increments will be paid as set forth in Appendix A.
- D. A teacher getting a Master's in other than his subject area or a teacher getting thirty-six (36) hour equivalency for a Life Teaching Certificate shall receive the amount set forth in Appendix A.

### **ARTICLE 29** **ADVANCED GRADUATE STUDY SCALE**

- A. Advanced Graduate Study work must be taken at an accredited college or university and be in a course of study approved by that institution. A copy of the teacher's program must be filed at the Office of the Superintendent of Schools immediately upon approval by the college or university.
- B. The Advanced Graduate Study program must be completed in the period of time specified by the college or university. Failure to complete work in the period of time specified by the college or university at which the candidate is then enrolled will result in a reduction of the salary increment in direct proportion to the number of credits no longer considered active by the granting institution.
- C. Certificate of Advanced Study, Certificate of Advanced Graduate Study or six year diploma is to be considered synonymous for purposes of payment under this section of the salary agreement.
- D. After submissions of necessary documents to the Office of the Superintendent of Schools, increments will be paid as set forth in Appendix A.

### **ARTICLE 30** **DOCTORAL SCALE**

- A. The doctoral work must be taken at an accredited college or university and be in a course of study approved by that institution. A copy of the teacher's course of study must be filed at the Office of the Superintendent of Schools immediately upon approval by the college or university.
- B. The Doctoral Degree work must be completed in the period of time specified by the college or university.
- C. The payment of an increment for the completion of a Doctoral Program will be made upon presentation of the necessary document to the Office of the Superintendent of School.
- D. Payment for a Doctorate or a Certification of Completion shall be paid as set forth in Appendix A.

### **ARTICLE 31** **SUBJECT AREA COURSES**

- A. The School Committee shall reimburse a teacher for tuition to a maximum of six hundred dollars (\$600.00) for one (1) successfully completed course per year, in the year taken, at an accredited school in the subject area of the teacher's certification(s). If not in the subject area of the teacher's certification(s), the same reimbursement shall be made with the pre-approval of the Superintendent for the course.



**ARTICLE 32**  
**TEACHER IN CHARGE**

- A. In the event of the absence of the principal, a classroom teacher may be requested to perform the duties and responsibilities of the absent principal. Said teacher may decline or accept the position.
- B. Should the teacher accept temporary charge of the building, the teacher shall be compensated beginning the first day of absence of the principal and until such time as the teacher is relieved of the duties and responsibilities.
- C. Such compensation shall be determined at the following rate:

A teacher shall receive an additional fifteen percent (15%) of the teacher's daily salary for the days the teacher assumes the responsibility of the absent principal.

**ARTICLE 33**  
**PLACEMENT ON SALARY SCALE**

New teachers shall be given full credit towards teaching salary for previous public school outside teaching experience. The Superintendent may give additional credit for other teaching experience and shall notify the Union of his doing so.

**ARTICLE 34**  
**ASSAULT OR INJURY**

In case of an assault or injury occurring in connection with the teacher's employment the following procedure shall apply:

- A. A teacher shall report immediately to his/her school principal any case of assault and/or injury suffered by him/her in connection with his employment.
- B. This report shall be forwarded to the Superintendent who shall then provide all pertinent information to and act as liaison between the teacher and legal authorities.
- C. It shall be the duty of the Superintendent to investigate the assault and/or injury and to report the findings to the Committee.
- D. If criminal or civil proceedings are brought against a teacher, alleging that he/she committed an assault in connection with his employment said teacher may request, in writing, that the Committee furnish legal counsel to defend him/her in such proceedings. The Committee will evaluate the request and the circumstances of the assault and shall provide counsel or reimbursement of counsel fees, if the teacher's case is deemed meritorious.
- E. Whenever a teacher is absent from school as the result of personal injury caused by an assault or injury occurring in the course of his/her employment, said teacher may request the Committee to pay his/her full salary. The Committee will evaluate the request and the circumstances of the assault and shall pay full salary (less Workmen's Compensation, Income Disability and/or damages recovered from the date of injury) if the teacher's case is deemed meritorious.
- F. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing a length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.
- G. The Committee shall reimburse teachers for:
  - 1. Any clothing or other personal property, excluding automobiles, damaged or destroyed in the course of

an assault provided said assault had not been caused by the teacher.

2. The cost of medical, surgical and hospital services less the amount of Worker's Compensation and/or damages recovered from any source incurred as the result of an assault sustained in the course of employment.

### **ARTICLE 35** **REIMBURSEMENT**

The Committee shall reimburse teachers for:

- A. Any reasonable request for payment of personal property, excluding automobiles, damaged or destroyed in the course of his/her employment, provided such damage has not been caused by the teacher's negligence.
- B. The above applies to personal property while located on school premises.

### **ARTICLE 36** **COMPENSATION FOR INTER-SCHOOL** **TRAVEL EXPENSES**

Any certified teacher who during the regularly scheduled school day is required to use his/her personal automobile on school business excluding trips to the Administration Building, professional visits, extra-curricular activities, parent-teacher conferences, grievance hearings at all levels, in-service meetings and conferences and attendance at School Committee meetings, shall be compensated at the rate of the current IRS rate per mile.

### **ARTICLE 37** **EDUCATOR CAREER LADDER**

- A. All Teacher Leader Positions shall have a 1.0 FTE teaching position. There will be no change to the existing structure during the 2012-2013 school year. The following will be implemented during the 2013-14 school year:

There shall be but are not limited to the following Teacher Leader positions:

1. Westerly High School:
  - a. Two Dean of Students
  - b. Instructional Coordinator
  - c. Department Chairs: (9-12)
    1. Science
    2. Math
    3. Social Studies
    4. English
2. Westerly Middle School
  - a. Student Intervention Strategist
  - b. Instructional Coordinators (See Article 44)
  - c. Team Leaders (See Article 44)

3. Elementary Schools
  - a. One Curriculum Leader at each school
4. District Department Heads (K-12)
  - a. PE
  - b. Fine Arts - Art and Music
  - c. Educational Social Services-Social workers/School Psychologist/SLP's
  - d. World Languages
5. District Head Teachers
  - a. Librarian
  - b. Nurse
  - c. Guidance
6. Secondary Department Heads (5-12)
  - a. Special Education
  - b. Culinary/Family Consumer Sciences/Business/Technology
7. District Coordinator with Teaching Duties
  - a. ELL
  - b. Senior Project
  - c. ALP - Excel/Cosmetology
  - d. Doors Wide Open
8. District Coordinator without Teaching Duties
  - a. STEM
  - b. English Language Arts
  - c. Transition
  - d. Data Analyst and Intervention
  - e. Early Childhood
  - f. Educational Technology

The Doors Wide Open Coordinator is a year-round position that will coordinate instruction around afterschool and summer time credit recovery.

**B. Teacher Leader Positions**

1. Teacher Leaders shall have a maximum teaching load as indicated below.

<b>Position</b>	<b>Max. Teaching Load</b>
Dean of Students	Full Release Time
District Coordinator. (Full Release)	Full Release Time
District Coordinator. (Teaching Load)	.4 FTE
District Department Heads (K-12)	.6 FTE
Doors Wide Open Coordinator	Full Teaching Load
Elementary Curriculum Leaders	Full Release Time
Head Teachers	Full Teaching Load
HS Department Chairs	.4 FTE
HS Instructional Coordinator	.4 FTE
Secondary Department Heads (5-12)	.6 FTE
Student Intervention Strategist	Full Release Time
Task Force Leaders	Full Teaching Load

2. Teacher Leader positions will be defined as follows:

	Promotional I	Promotional II	Promotional III	Promotional IV
<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Guide</li> <li>• Support</li> <li>• Summer Work Expected</li> <li>• Coordinate</li> <li>• Evaluate</li> </ul>	<ul style="list-style-type: none"> <li>• Intermittent Administrator Responsibilities</li> <li>• Coordinate staff</li> <li>• Summer Work Expected</li> </ul>	<ul style="list-style-type: none"> <li>• Support</li> <li>• Assist</li> <li>• Coordinate</li> <li>• Summer Work possible</li> </ul>	<ul style="list-style-type: none"> <li>• Support</li> <li>• Assist</li> <li>• Coordinate</li> </ul>
<b>Positions</b>	<ul style="list-style-type: none"> <li>• District Department Heads (K-12)</li> <li>• Secondary (5-12) Department Heads</li> <li>• HS Department Chairs</li> </ul>	<ul style="list-style-type: none"> <li>• Dean of Students</li> <li>• Student Intervention Strategist</li> <li>• Elementary Building Curriculum Leaders</li> </ul>	<ul style="list-style-type: none"> <li>• Task Force Leaders (prorated)</li> <li>• Tech Support Team</li> <li>• Doors Wide Open Coordinator</li> <li>• Head Teachers</li> <li>• District Coordinators (teaching load)</li> <li>• WHS Instructional Coordinator.</li> </ul>	<ul style="list-style-type: none"> <li>• District Coordinators with full release time</li> </ul>
<b>Stipend</b>	<b>\$5,986</b>	<b>\$4,000</b>	<b>\$2,917</b>	<b>As needed</b>

3. Other teacher leader positions included under this table requiring evaluation duties except for Promotional I shall receive an additional \$2700 above their existing compensation. The Superintendent or his designee will reduce to writing the specific evaluation responsibilities and provide it to the teacher and the Association President.
  4. Commencing with the 2013-2014 school year, the School Principal may direct teacher leaders from Promotional I to participate in teacher evaluation system as a contributing evaluator.
  5. Teacher leader positions will be chosen using the following procedure. teacher leaders will be recommended for appointment to the Superintendent by an Interview Committee comprised of the School Principal or designee, one member appointed by the Association and one person appointed by the Superintendent.
  6. After serving two consecutive three year terms as a teacher leader, the teacher will not be eligible to serve an additional consecutive term that is unless there is no other interest in the department.
- C. If mutually agreed upon if a title position is vacant there is no requirement that it be filled.
- D. A team will be initiated in 2012-13 to examine the restructuring of the department heads at the high school.
- E. District coordinators may be assigned a flexible schedule to accommodate the needs of the district.

It is understood that Coordinators will have responsibility during the school year to administer and write grants within their areas without additional compensation. In the event grant administration or writing beyond the school year is required and a coordinator is requested to perform the function, compensation shall be provided in proportion to the work required at said.

**ARTICLE 38**  
**GRADING**

The teacher shall recommend whether or not a student is to be promoted to the next grade or to be given credit for a course. This recommendation will be noted in the student's permanent record and be noted on the student's report card. The teacher will not be responsible for any promotion or the giving of credit not following this procedure. Final determination concerning both promotions and the giving of credit to students shall be made, however, by the Principal.

**ARTICLE 39**  
**SPECIAL NEEDS, INCLUSION, INTERVENTION AND REMEDIAL**  
**LANGUAGE ARTS PROGRAM/EDUCATION**

**A. INCLUSIVE EDUCATION:**

1. Providing an integrated school environment for all students, regardless of their disability, is an important goal of Westerly Public Schools. The integration of students means creating opportunities for each student with a disability to be included, as much as possible, in all aspects of school life alongside peers who do not have disabilities. To accomplish this goal, all educators must work collaboratively to build inclusive school communities, and to meet the educational needs of every student. It is the responsibility of each school in the district, along with Administration and the Department of Pupil Personnel, to provide the resources needed to meet the needs of both students and teachers.
2. This goal in no way precludes or limits the traditional provisions for providing a free and appropriate education as outlined in I.D.E.A and the rules and regulations of the Rhode Island Department of Education.

**B. REMEDIAL LANGUAGE ARTS PROGRAM:**

1. An intensive, intervention and remedial language arts program for Westerly students will be maintained provided there are students who meet the criteria of performing below their potential.
2. Westerly High School Special Education Program:  
The framework for Westerly High School Special Education as described in Exhibit A hereto, shall remain in effect, and the number of inclusive collaboratives and non-inclusive collaboratives shall be maintained.

**EXHIBIT A**

**A. INCLUSIVE-COLLABORATIVE COURSES:** Such courses are intended to provide opportunities for students of all learning abilities in heterogeneously grouped classes.

1. An objective of these courses is to permit students of diverse learning abilities (i.e., students whose abilities range from those with Individual Education Plans, entitling them to special education services under various state and federal laws and regulations, to honor students eligible for advanced placement courses) to be exposed to the basic core materials and concepts of the course, to interact educationally and socially, share in the learning process and appreciate each other's strengths, weaknesses, viewpoints and perspectives. Individual student objectives and a means of assessment based upon his/her ability level shall be established.
2. Such courses should be designed to be taught in a multi-modal fashion so as to accommodate the most successful learning modality of each student. The class size in such courses shall be approximately 20-

25 students. Such courses shall be staffed with a volunteer regular classroom teacher certified in the subject area of the course and a special education resource teacher. These teachers will work collaboratively in designing and delivering the course.

- B. NON-INCLUSIVE COLLABORATIVE COURSES:** Classes in which low-level achieving students are homogeneously grouped (although some may have formal Individual Education Plans entitling them to special education services under various state and federal laws and regulations, and others may not have been formally so identified) which are staffed with a volunteer regular classroom teacher certified in the subject area of the course and another teacher in the same discipline, different discipline, a special education resource teacher or related service personnel.
- C. ASSISTED CLASSES WHICH ARE NOT INCLUSIVE COLLABORATIVE CLASSES:** Classes in which low-level achieving students are homogeneously grouped (although some may have formal Individual Education Plans entitling them to special education services under various state and federal laws and regulations and others may not have been formally so identified) which are not collaborative courses. Such classes do not necessarily require the assignment of two teachers. Westerly Public Schools shall provide the resources necessary to meet the needs of both students and teachers. In such classes, it is necessary that teachers be provided with information, training and support to reasonably insure a satisfactory educational experience for each student in the class. Class size should not exceed 15 students. Accommodations such as texts that are appropriate to the learning level of the students and support personnel will be provided to reflect the specific needs of the student mix in the class.
- D. RESOURCE TEACHERS:** Resource teachers shall be assigned in a HUB model commencing with the 1997-1998 school year. Each teacher shall have individual responsibility for thirty (30) students in accordance with federal and state statutes and regulations. Such teachers will be so assigned to the HUB five classes per day and have one monitoring period. They shall, among themselves, vary the time in the HUB and in monitoring so as to be able to observe periodically all their students in the classroom setting and meet with classroom teachers to offer strategies for and to the student. Within the HUB such teachers shall jointly determine their areas of expertise and allow students to move among them during each resource period as needed or directed by the responsible resource teacher.
- E.** The Association and Committee agree that special education resource teachers assigned to collaboratives may be assigned to more than three, but not more than five, different collaborative and self-contained courses and that the three (3) preparation maximum of the Collective Bargaining Agreement between the parties will not apply, provided however, that said teachers with more than three (3) preparations shall have no non-teaching duties.

## **ARTICLE 40**

### **STAFF DEVELOPMENT AND CURRICULUM COMMITTEES**

- A.** Individuals attending staff development programs and/or participating in curriculum committees will be compensated at the rate of fifteen dollars (\$15) per hour per participant and thirty dollars (\$30) per hour per presenter. Payouts will be dispersed after 30 hours of completion. Payouts will happen in January and June. All staff development programs shall require prior approval by the Superintendent or his/her designee. A Staff Development Participation form will be used by the Superintendent of Schools and the President of the Association per electronic documentation (i.e. - MLP or ASPEN).

- B. One (1) staff development credit equals participation in ten (10) contact or clock hours of staff development programs.
- C. Upon approval by the respective review panel, teachers shall be reimbursed for professional development when connected to the school district's curriculum and instruction priorities as approved by the Assistant Superintendent as well as the Strategic Plan and/or the School Improvement Plan.

In each school building, teachers shall submit their professional development proposal to the appropriate review panel on or before November 15. Teachers shall be informed of the disposition of their request on or before December 15.

For elementary teachers, the review panel shall consist of elementary principals and for secondary teachers, the review panel shall consist of the secondary principals/or designees. Appropriate performance criteria for use by the review panels will be developed by a small team headed by the Assistant Superintendent. The team membership will include one teacher from Elementary and one from Secondary and the Data Analysis coordinator.

Under normal circumstances at least 5 teachers at the elementary level and 5 teachers at the secondary level shall be approved for PD opportunities so long they meet the criteria under this provision and commit to sharing their learning with staff and administration through formal presentation or dissemination.

Teachers approved for PD reimbursement must wait one full year before submitting a proposal again. Teachers whose proposals are denied shall have the right to appeal to the Superintendent within 3 days of denial.

Reimbursement for conference fees, travel cost and lodging will not exceed one thousand dollars.

- D. Teachers shall be reimbursed conference fees, travel cost and lodging for assigned, approved or directed attendance of a conference, in accordance with protocol developed by the Association and the Superintendent, with the prior approval of the Superintendent or his designee. All reimbursements will be submitted with-in one week after the appropriate presentation of learning. Teachers will be reimbursed not later than the following pay cycle.

#### **ARTICLE 41** **UNION OFFICERS**

In recognition of the fact that the success of Participative Management Site-Based Decision Making initiative of Westerly Public Schools requires the full participation and support of the Association and its officers, which necessitates such officers being engaged in district-wide responsibilities in fulfillment of the goals of the initiative, the parties hereby agree as follows:

- A. The Committee shall accommodate the schedule of the Second Vice-President, Association, as to permit him/her to perform district and building responsibilities in fulfillment of the goals of the Letter of Understanding. Accordingly, the Second Vice-President shall have a schedule of .8 FTE instructional duties and be otherwise released from usual and customary non-instructional duties. Similar accommodation shall be made for any successor Second Vice-President. The Association shall reimburse the Committee the cost of the .2 FTE replacement teacher, which is the least senior teacher in his/her area of certification.
- B. The President of the Association shall have a schedule of .60 instructional duties; provided that the



Association shall reimburse the Committee the cost of the .40 FTE replacement teacher, which is the least senior teacher in his/her certification area.

## **ARTICLE 42** **JOB SHARING**

### **RATIONALE**

Job sharing, where two (2) teachers fulfill the responsibilities of a single full time position, has much potential. Job sharers jointly assume the obligation to complete their work and to communicate with each other. Effective pairings can lead to reduced absenteeism, greater employee enthusiasm and job satisfaction. Job sharing arrangements can also accommodate the special strengths and skills of the partners. Since job sharing could be actually cost saving in terms of prorated benefits, while simultaneously getting the energies of two (2) teachers, it could be an extra value for the school district. Job sharers have to be compatible, genuinely respect each other and be flexible in working together. The job sharing arrangement worked out between two (2) teachers must assure a continuity of instruction for students.

### **GUIDELINES**

- A. The recommendations of teachers to job sharing positions will be made by the Job Sharing Committee. The Committee will be made up of the Superintendent or designee, Association President or designee and one (1) Committee member. The appointment will be made by the Superintendent with the consent of the Committee.
- B. Normally, application to the Committee through the office of the Superintendent will be made by February 1 of the year preceding the year in which the applicant wishes to Job Share.
- C. Teachers who apply for job share positions may note a preference for assignment. However, the final decision for assignments will rest with the Job Share Committee.
- D. If there is only one (1) applicant, or an odd number of applicants for job share positions, a teacher may share a position with a new hire who must work under the guidelines of the Job Share Memorandum.
- E. Teachers who job share receive prorated salary and benefits, according to their ration of FTE. Full deductions will be made in each teacher's wages for those deductions required by law that cannot be shared. These currently include Survivor's Benefits and Meditax.

In the event that one of the teachers in a job sharing arrangement chooses not to accept his/her pro-rated benefit(s), the other teacher participating in the same job share shall have the right to receive the full amount of the specific benefit.

At any time during the term of this Collective Bargaining Agreement, should it become necessary for the teacher who opted out of his/her pro-rated benefit(s) to, once again, receive said benefit(s), then both job sharing teachers shall revert to their pro-rated status, as defined above in this paragraph.

- F. Attendance at required meetings will be shared between the two (2) teachers who are job sharing. It shall be their responsibility to develop a schedule to cover such meetings and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.
- G. Both teachers shall be evaluated pursuant to Article 15, Teacher Evaluation, of the Contract. They are

responsible to submit a joint proposal to the building principal and reach consensus with the principal regarding their schedule and teaching responsibilities. Notwithstanding any other provisions of the contract to the contrary, teachers who job share may not apply for transfer to other district positions for that year.

- H. All job share arrangements are approved on an annual basis. Teachers may reapply for a job share position or return to the full time positions involved according to seniority, with the junior member being reassigned pursuant to Article 7 and 8 of the Contract.
- I. Participants in the job share program will submit an annual report to the Job Share Committee which will include a record of attendance. These reports are due prior to March 1. The Job Share Committee will meet as soon thereafter to review the program.
- J. Teachers who job share may cover for each other in the case of an absence. This coverage will have no impact on pay or benefits. Where practical, job sharers will each be provided a desk and file.
- K. The relocation of a classroom which has been assigned to job sharers shall be posted as a position available for transfer at the close of the school year for which the job sharing arrangement has been made.
- L. Teachers who job share are required to attend all staff development activities held during the normal school day.
- M. The Superintendent may terminate a job sharing arrangement in consultation with the Association when it is determined that the job share arrangement is not in the best interests of the educational program.
- N. Teachers who job share are advised to contact the Retirement Board in order to gain an understanding of their options for retirement.

### **ARTICLE 43** **WESTERLY HIGH SCHOOL ORGANIZATION**

If revisions to the high school schedule become necessary in developing a cohesive and aligned system of instruction, they will be made pursuant to the following procedure:

- A. The High School Principal will assemble a High School Scheduling Committee comprised of Association members and administrators.
- B. If the scheduling committee determines that a scheduling change is necessary the committee will submit alternative proposals to the high school leadership team, including the department heads, for consideration.
- C. The selected schedule will be presented to the Superintendent for approval.
- D. The Superintendent will arrange for the final recommendation to be presented to the Committee only if the recommendations substantially changes policy or programing options.
- E. The high school scheduling committee may meet annually to assess the success of the schedule and recommend change or improvements.
- F. There will be no reduction of Association members as a result of a new schedule during the first year of implementation.

**ARTICLE 44**  
**WESTERLY MIDDLE SCHOOL ORGANIZATION**

**A. WESTERLY MIDDLE SCHOOL ORGANIZATION**

1. **WHEREAS**, grades 5-8 are housed in Westerly Middle School
  - a. The core-curriculum teachers for each team shall include:
    1. Language Arts/English Teacher
    2. Mathematics Teacher
    3. Science Teacher
    4. Social Studies Teacher
    5. Special Education Resource and/or Remedial Reading Specialists, serving the students on that team.
  - b. The teachers on each team shall elect a Team Leader for two (2) year terms from among its members nominated by self or another from within the team. Said election to be by majority vote. The Team leader will receive \$1,500 in compensation for additional work based on job description.
  - c. Said program shall provide a schedule wherein each period shall be for a length of sixty (60) minutes with flexibility available with consistent on-team times for English, science, math, social studies, and special education.
    1. Teachers shall teach no more than four (4) periods per day. In addition, for five (5) days per rotation, there should be sixty (60) minute team common planning times. This team common planning time shall be in addition to each teacher's one (1) unassigned sixty (60) minute period each day. One (1) day per six (6) day rotation there shall be a sixty (60) minute grade-level common planning time.
    2. Reading teachers shall have one (1) common planning time per rotation for the purpose of collaboration.
    3. Specialists, Reading and Foreign Language teachers may teach up to five (5) periods per day.
  - d. Non-core-curriculum teachers shall receive one (1) preparation period per day equal in length to an instructional period.
  - e. The faculty shall also be divided into six (6) curriculum and service areas as follows:
    1. Language Arts/English/Reading
    2. Mathematics
    3. Science
    4. Social Studies
    5. Educational and Social Services - special education, guidance, psychology and social works.
    6. Allied Areas - all areas not provided for above
  - f. The teachers in each of the first four (4) curriculum and service areas shall elect an Instructional Coordinator for two (2) year terms from among the faculty in said area. Said election to be conducted in the same manner as Team Leaders. The Instructional Coordinator will receive \$4,000 in compensation for additional work based on job description. Curriculum and service areas 5 and 6 are addressed in Article 37.
  - g. A person may not hold both the position of Instructional Coordinator and Team Leader concurrently. To the extent practicable, Middle School Instructional Coordinators shall be released from 2 out of 5 scheduled CPT's during the course of the school day.

**ARTICLE 45**  
**ALTERATION OF AGREEMENT**

This Contract represents the exclusive agreement between the parties with respect to wages, hours and all other terms of professional employment and it is agreed that the terms and conditions of employment of teachers in Westerly Public Schools shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

The Agreement shall be effective as of September 1, 2012, and shall remain in full force and effect and shall bind and inure to the benefit of the parties hereto and their successors to and including August 31, 2015.

**IN WITNESS WHEREOF**, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized and signed this 11<sup>TH</sup> day of DEC A.D. 2012.

**THE WESTERLY SCHOOL COMMITTEE**

By:   
Committee Chair

**THE WESTERLY TEACHERS' ASSOCIATION**

By:   
Association President

**APPENDIX A**

**SALARY SCHEDULES**

**A. BASE SALARY:**

Step	2012-13 Base	Step	2013-14 Base	Step	2014-15 Base
1	40,351.31		Eliminate		Eliminate
2	47,087.78	1	47,087.78		Eliminate
3	51,781.37	2	51,781.37	1	48,000.00
4	55,727.58	3	55,727.58	2	55,727.58
5	57,967.61	4	57,967.61	3	57,967.61
6	60,187.63	5	60,187.63	4	60,187.63
7	62,642.70	6	62,642.70	5	62,642.70
8	65,355.09	7	65,355.09	6	65,355.09
9	67,519.05	8	67,519.05	7	67,519.05
10	73,409.53	9	73,409.53	8	73,409.53
11	79,300.00	10	80,093.00	9	81,094.17

1. Teachers on Steps shall advance to a higher salary level while remaining on the same step number for each year of the contract. The exception to this includes teachers on Step 10 for the 2014-15 year, and all teachers on Step 11.
2. 2012-13 - Step 11 teachers will receive a \$1500 payment in the first payroll of December 2012.
3. 2013-14 - Step 10 teachers will receive a 1% increase as indicated in the chart above and \$1000 payment in the first payroll of December 2013.
4. 2014-15 - Step 9 teachers will receive a 1.25% increase as indicated in the chart above.

**B. PROGRESSIVE LANES SCALE: MUST BE IN APPROVED PROGRAM:**

2012-2015

Master's+15	1,202.34
Master's	2,488.84
Life	2,364.39
CAGS 15	3,306.42
CAG	4,145.08
Doctorate	5,599.89
NBTC	5,000.00*

\*All currently certified teachers will be grandfathered but no new NBTC certifications will receive Progressive Lane Scale after 2012-2013.

NOTE: NBT Certification will transition to a newly created local board with specific requirements, after the 2012-2013 school year. All currently certified teachers will be grandfathered .

**C. SUPPLEMENTAL INCOME:**

Longevity: 2012-2015

12 Years	500.00
15 Years	900.00
20 Years	1,300.00
25 Years.	2,100.00

Note: This shall mean years of credited service with Westerly Public Schools and/or other communities in the Rhode Island State Retirement System.

For the duration of this Agreement, the parties agree to continue existing practice with respect to the timing for teachers' receipt of stipends for Advanced Lane and/or Supplemental Income as applicable.

Anyone hired after 11/1/2012 will not be eligible for longevity.

- D. Teachers shall be paid per diem or a pro-rata per diem for mandated or remedial programs that require a certified teacher as authorized by the Superintendent. The Administration shall reflect this additional salary in teachers' W-2 and deduct appropriate taxes and retirement contributions from said additional salary.

PD Hours	\$30 per hour	\$45 per hour	Per Diem
<ul style="list-style-type: none"> <li>• For PD Hours completed, accrual standard (30 hours accrued initiates conversation) PD payouts will be made in September, January and June for curriculum work.</li> </ul>	<ul style="list-style-type: none"> <li>• WMS Intramural Programs</li> <li>• Class Coverage</li> <li>• Extended School Day</li> <li>• Saturday Detention</li> <li>• Class coverage by a co-teacher when a substitute is not present.</li> <li>• For a teacher who takes on a duty such as bus duty, supervision of the playground or other duties assigned by an administrator.</li> </ul>	<ul style="list-style-type: none"> <li>• Teachers who assume the class of an absent colleague and provide instruction.</li> <li>• Afterschool enrichment programs.</li> <li>• Afterschool intervention programs.</li> </ul>	<ul style="list-style-type: none"> <li>• Performing the same work required of your teaching during unassigned time.</li> </ul>

**Note:**

- The Administration shall make every effort to obtain certified substitute teachers for absent teachers.
- Teachers will only cover classes after all other options are exhausted and a mutual agreement is made between the teacher and the building leader.
- Co-Teachers at the elementary level will be paid the sub per day rate when their co teacher is absent and no substitute is provided.
- Teachers who decide to work during their unassigned time are those teachers that are eligible for the miscellaneous pay.
- Administration shall offer opportunities to earn miscellaneous pay. Teachers have the right to refuse miscellaneous assignments.

## **LETTER OF UNDERSTANDING**

### **STAFFING**

It is recognized that in order to meet the needs of present day students, special support services for educationally disadvantaged students as well as social services for said students are necessary. To this end, the Committee will maintain at a minimum the following full-time equivalent positions:

Reading (8); Librarians (5.5); Social Workers (5); Psychologists (4); Guidance Counselors (6);  
Nurse-Teachers (5).

The parties agree to review staffing annually.

**APPENDIX B:**  
**Medical Insurance Plans: Summary Plan Descriptions**



## Deductible Plan Variation Benefit Summary

HealthMate Coast-to-Coast focuses on preventive care, setting the foundation for continued good health. Plus, you benefit from:

- **An extensive nationwide network.** You can receive in-network coverage from more than 536,000 doctors and 4,300 hospitals through the BlueCard® PPO network.
- **No paperwork for in-network services.** Simply show your BCBSRI member ID card, and the provider will do the rest. You're only responsible for paying any applicable copayment, coinsurance, or deductible.
- **The freedom to choose.** If you visit an out-of-network provider for covered services, simply pay for the service up front and then file a claim for reimbursement. You may have to pay higher out-of-pocket costs when you visit non-network providers. Please see your plan's subscriber agreement for details or call Customer Service.

	<b>Within the BlueCard® PPO Network you pay:</b>	<b>Outside of the BlueCard® PPO Network you pay:</b>	<b>Notes</b>
<b>Deductible</b>	\$250 per individual	\$250 per individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. In- and out-of-network deductibles accumulate separately.
<b>Coinsurance</b>	0%	20%	
<b>Out-of-pocket maximum</b>	\$0 per individual	\$4,000 per individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. Once you exceed this amount, we will pay up to our allowance for most covered services. Deductibles and copayments do not apply to your out-of-pocket maximum. In- and out-of-network out-of-pocket maximums accumulate separately.

*Please remember that you are responsible for paying any copayment, coinsurance, and/or deductible to your provider. This is a mandatory requirement when receiving healthcare services. Copayments are due at the time of service. Any coinsurance and/or deductible amounts can be paid at the time of service or within the time frame specified by your provider. Coinsurance and deductible amounts are shown on the explanation of benefits (EOB) that we send to you after processing your claim. You must pay the provider the total amount shown in the section labeled "Your Responsibility" on the EOB.*

### Preventive Care

<b>Adult preventive care</b>	\$15	\$15 plus 20% after deductible	Includes one physical exam and one gynecological exam per calendar year.
<b>Pediatric preventive care</b>	\$15	\$15 plus 20% after deductible	
<b>Immunizations</b>	\$15	\$15 plus 20% after deductible	Includes adult and pediatric immunizations. An office visit copayment will apply if the provider bills for the immunization administration in addition to an office visit.
<b>Lab services, machine tests, and X-rays</b>	\$0 (Deductible does not apply.)	20% after deductible	Includes Pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.

### Office Visits

<b>Personal care physician (PCP)</b>	\$15	\$15 plus 20% after deductible	
<b>Specialist</b>	\$15	\$15 plus 20% after deductible	Chiropractic visits are limited to 12 per calendar year. Routine eye exams are limited to 1 per calendar year.

### Outpatient Services

<b>Outpatient medical/surgical care</b> (facility and doctor services)	0% after deductible	20% after deductible	Surgery performed in a physician's office or urgent care center is not subject to the deductible.
<b>Lab services, machine tests, and X-rays</b> (diagnostic)	0% (Deductible does not apply.)	20% after deductible	

	Within the BlueCard® PPO Network you pay:	Outside of the BlueCard® PPO Network you pay:	Notes
<b>Inpatient Services</b>			
<b>Inpatient hospital services</b> - acute care - maternity	0% after deductible	20% after deductible	Unlimited days at a general or specialty hospital. Up to 45 days per calendar year for physical rehabilitation.
<b>Mental Health and Chemical Dependency Treatment Services</b>			
<b>Inpatient</b>	0% after deductible	20% after deductible	
<b>Outpatient</b>	\$0	20% after deductible	
<b>Office Visits</b>	\$15	\$15 plus 20% after deductible	
<b>Urgent Care or Emergency Care</b>			
<b>Urgent care center</b>	\$15	\$15 plus 20% after deductible	
<b>Emergency room care</b>	\$100	\$100	If emergency room visit results in hospital admission, \$100 copayment is waived. You may be billed an additional specialist copayment if you are seen by a specialist in the emergency room.
<b>Ambulance services</b>	\$50	\$50	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of \$3,000 per occurrence.
<b>Additional Services</b>			
<b>Prescription drugs</b>	See prescription drug insert for details. Prescription drug copayments and coinsurance do not apply to your out-of-pocket maximum.		
<b>Physical/occupational therapy</b>	20% after deductible	20% after deductible	
<b>Durable medical equipment (DME)</b>	20% after deductible	20% after deductible	Must be purchased from a participating DME vendor. Pharmacies are NOT participating in the DME network.
<b>Home and hospice care</b>	0% after deductible	20% after deductible	Includes physician, nurse, and home health aide visits.

*This grid provides a general summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department at (401) 459-5000 or 1-800-639-2227 (outside of Rhode Island). If you have any questions about receiving medical care, call your personal care physician.*

### Key Terms

**Coinsurance:** The percentage of our allowance that you must pay for a covered healthcare service.  
**Copayment:** A fixed dollar amount that you must pay for a covered healthcare service.  
**Deductible:** A fixed amount that you must pay for covered healthcare services each calendar year before we start to pay for those services.  
**Out-of-pocket maximum:** Highest amount of coinsurance that you must pay each calendar year for certain covered healthcare services.  
**Personal care physician (PCP):** Includes family practitioners, internists, and pediatricians.  
**Specialist:** Includes office visits to all other medical providers who specialize in a certain area of medicine, such as but not limited to: oncology, cardiology, ophthalmology, dermatology, or allergy.

### How Your Deductible Works

Your plan features a deductible. The deductible is the amount of covered expenses you must pay per calendar year before we start to pay for covered services.

- Two family members must satisfy the individual deductible. Once the second family member meets his or her individual deductible, the family deductible is satisfied.
- Once the family deductible is met, the family only needs to pay coinsurance (if applicable) up to the out-of-pocket maximum.

The family out-of-pocket maximum accumulates the same way as the family deductible.



www.BCBSRI.com

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12/10 HM-8381

# Your Prescription Drug Plan



Your prescription drug plan divides all covered drugs into four different levels (tiers).

**Tier 1, Tier 2, and Tier 3** drugs are listed in the Preferred Drug List. **Tier 4** drugs are listed in the Specialty Drug List. Both lists can be found on [BCBSRI.com](http://BCBSRI.com).

		Copayment per 30-day supply	Mail Order 90-day supply
<b>Tier 1</b>	Low cost generic drugs	\$5	\$12.50
<b>Tier 2</b>	Higher cost generic and preferred brand name drugs	\$15	\$37.50
<b>Tier 3</b>	Non-preferred brand name drugs	\$30	\$75
<b>Tier 4</b>	Specialty drugs	\$30*	N/A

Prescribed over-the-counter aspirin, folic acid, iron supplements, and smoking cessation medications purchased at a retail pharmacy are covered at 100% according to federal guidelines.

*\*Infertility drugs, including oral and injectable drugs, are covered with a 20% coinsurance.*

## Filling Prescriptions

**Network retail pharmacies.** Our network includes approximately 64,000 retail pharmacies. Please visit [BCBSRI.com](http://BCBSRI.com) for our participating pharmacy directory.

**Mail order through CVS Caremark.** You can order up to a 90-day supply of most drugs through the mail (excludes specialty drugs).

- You can access CVS Caremark by logging in to [BCBSRI.com](http://BCBSRI.com). Select "Pharmacy" on the left hand side of your member home page and follow the prompt from there.
- You can also call CVS Caremark at 1-866-329-3053 (TDD 1-800-231-4403).
- To request a mail order brochure, please contact BCBSRI Customer Service.

## About Specialty Drugs

Specialty drugs must be purchased at one of the participating specialty pharmacies listed below to receive the maximum benefit. You can receive up to a 30-day supply at a time.

**Caremark Specialty Pharmacy Services**  
1-866-278-6634

**Village Fertility Pharmacy**  
1-877-334-1610

You or your doctor may need to get prior authorization (pre-approval) for some specialty drugs before they will be covered.

## Using Out-of-network Pharmacies

**Tier 1, Tier 2, and Tier 3:** There is no coverage for non-participating retail and mail order pharmacies.

**Tier 4:** If you purchase a specialty drug at a non-participating specialty pharmacy, you must pay for it in full at the time of purchase. You will be reimbursed at 50% of our allowance for most specialty drugs. Specialty infertility drugs will be reimbursed at 80% of our allowance.

## Saving Money on Prescription Drugs

**Choose generic drugs when appropriate.** Generic drugs have the same active ingredients as their brand name equivalents, and are approved by the U.S. Food and Drug Administration (FDA). Ask your doctor if you can take a generic drug.

**Choose over-the-counter drugs whenever possible.** Over-the-counter drugs (OTCs) are medications that do not require a prescription. Most are less expensive than their prescription equivalents, but have the same active ingredients. Ask your doctor if an OTC drug is available for you.

**Choose a lower-cost drug within the same class when appropriate.** All drugs are grouped into classes, based on the medical conditions they treat. These drugs,

though, are not necessarily in the same tier under your prescription drug plan. If you are taking a high-cost drug, there may be a less expensive alternative drug that is in the same drug class. Ask your doctor if a lower-cost alternative is available.

**Half-tab program:** With your physician's approval, you can have certain prescriptions filled at double the strength, get half the amount of pills and only pay half the amount of your drug copayment. You will be provided a pill splitter with this voluntary program and will take a half-tablet dosage instead of a whole pill. Consult with your physician to see if this practice is safe for the medications and dosages prescribed to you.

If you have any questions related to your prescription drug program, please call us at the appropriate number below.

**Customer Service for BlueChiP plans:** (401) 274-3500 (within RI) or 1-800-564-0888 (outside of RI only)

**Customer Service for all other BCBSRI plans:** (401) 459-5000 (within RI) or 1-800-639-2227 (outside of RI only)

**Telecommunications Device for the Deaf (TDD):** 1-888-252-5051



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

This insert provides a general summary of your prescription drug program. It is not a contract. For details of your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement.

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11/10 RX-7778



## 2000/4000 Deductible Plan

# Understanding Your Benefits

### ■ **Deductibles**

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

- \$2,000 per individual plan;  
\$4,000 per family plan  
in network
- \$4,000 per individual plan;  
\$8,000 per family plan  
out of network

### ■ **Out-of-pocket Limits**

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

- \$2,000 per individual plan;  
\$4,000 per family plan  
in network
- \$12,000 per individual plan;  
\$24,000 per family plan  
out of network

#### **Please note:**

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

What's Covered	What You Pay
<b>Preventive Care</b>	
▪ Adult preventive care	0% in network
▪ Child preventive care	40% per visit after deductible out of network
▪ Immunizations	
<b>Primary Care Office Visits</b>	
▪ Adult primary care	0% per visit after deductible in network
▪ Adult gynecological exam	40% per visit after deductible out of network
▪ Pediatric primary care	
<b>Specialist Office Visits</b>	
▪ Specialty care	0% per visit after deductible in network
▪ Chiropractic (limit 12 visits per year)	40% per visit after deductible out of network
▪ Routine eye exam (limit 1 visit per year)	
<b>Outpatient Services</b>	
▪ Medical/surgical care	0% per visit after deductible in network
▪ Diagnostic lab, X-ray and imaging	40% per visit after deductible out of network
▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)	
<b>Inpatient Services</b>	
▪ Acute care	0% per visit after deductible in network
▪ Maternity	40% per visit after deductible out of network
▪ Mental health	
▪ Chemical dependency	
▪ Rehabilitation (limit 45 days per year)	
<b>Emergency Services</b>	
▪ Hospital emergency care	0% per visit after deductible in network 0% per visit after deductible out of network
	0% per occurrence after deductible in network
<b>Ambulance</b>	0% per occurrence after deductible out of network

What's Covered	What You Pay
Urgent Care Center	0% per visit after deductible in network 0% per visit after deductible out of network
Durable Medical Equipment	0% per occurrence after deductible in network 40% per occurrence after deductible out of network
Physical/Occupational Therapy (limit 30 visits per year) <ul style="list-style-type: none"> <li>▪ Physical therapy</li> <li>▪ Occupational therapy</li> <li>▪ Speech therapy</li> </ul>	0% per visit after deductible in network 40% per visit after deductible out of network
Prescription Drugs	0% after deductible

### Beyond Benefits

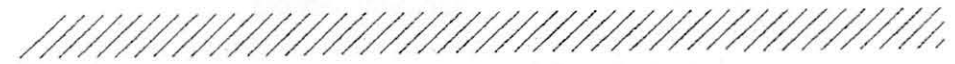
When you sign in to your member page on **BCBSRI.com**, you have useful plan and wellness information at your fingertips.

#### Manage your plan:

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

#### Get healthy:

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



### Need help?

#### Call Customer Service:

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

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



www.bcsri.com

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

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10/11 #S-10651

**APPENDIX C:**  
**Disability Income Insurance: Summary Plan Description**

SYMETRA.  
FINANCIAL

Town of Westerly General Government and  
School Department

01 015405 01

Employee Benefits

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Insurance Certificate

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LONG TERM DISABILITY INCOME INSURANCE

CLASS 4

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**SYMETRA.**  
FINANCIAL

**Symetra Life Insurance Company  
777 108th Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135**

**Symetra Life Insurance Company is known as Symetra in this certificate.**

**"You" and "your" refer to the insured employee in this certificate.**

**This certificate summarizes the major parts of the policy under which you are insured. Your insurance is subject to all the terms of the policy. This certificate replaces all others previously issued.**

**Signed for Symetra at its Home Office as of the policy effective date.**

*Michael Fry*

**Michael Fry,  
Executive Vice President**

*Thomas M. Marra*

**Thomas M. Marra,  
President**

**READ THIS CERTIFICATE CAREFULLY**

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## **GROUP LONG TERM DISABILITY INSURANCE**

### **CERTIFICATE OF COVERAGE**

**Policyholder:** Town of Westerly General Government  
and School Department

**Policy Number:** 01 015405 01

**Policy Effective Date:** July 1, 2011

Symetra Life Insurance Company (referred to as "the Company", "we", "us", or "our") welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of Rhode Island and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder's address.

## SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

**Eligible Class 4 =** All full-time Administrative employees of Westerly Public Schools and all Teachers.

Administrative employees: You must be working at least 20 hours per week.

Teachers: You must be working at least 14 hours per week.

**Benefit Percentage = 60%**

**Maximum Payment Amount = \$2,000\***

\* We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.

**Minimum Payment Amount =** The greater of \$100 or 10% of your gross disability payment you receive from us.

We may apply all payments to you toward overpayments.

**Elimination Period =** The later of 90 days after the date disability begins or the date salary continuation ends.

**Pre-disability earnings** means your gross monthly rate of earnings from the employer in effect on the first of the month just prior to the date disability begins, or in effect on your date of employment if you were not in employment on the previous first of the month. It does not include commissions, bonuses, overtime pay or other extra compensation.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect on the first of the month just before the date your absence begins, or in effect on your date of employment if you were not in employment on the previous first of the month.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

**SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN  
(continued)**

**Maximum Payment Duration**

**Social Security Normal Retirement Age**

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To Social Security Normal Retirement Age (SSNRA)
60	60 months or to SSNRA, whichever is greater
61	48 months or to SSNRA, whichever is greater
62	42 months or to SSNRA, whichever is greater
63	36 months or to SSNRA, whichever is greater
64	30 months or to SSNRA, whichever is greater
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

**Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.**

**Waiting Period:**

If you are in an eligible class on or before the plan effective date: None.

If you are entering an eligible class after the plan effective date: None.

If your employment ends and you are rehired by the same employer within 6 months, we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

**Cost of Coverage:**

The employer pays the cost of your coverage.

**Waiver of Premium:** The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.

**APPENDIX D:  
Dental Insurance Plan: Summary Plan Description**



<b>Restorative</b>					
Amalgam (silver) fillings	100%	No	None	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.	
Recementing crowns or bridges	100%	No	None	Once every 60 months	
<input checked="" type="checkbox"/> Crowns over natural teeth, build ups, posts and cores	100%	No	None	Replacement limited to once every 60 months	
<b>Endodontics</b>					
Root canal therapy	100%	No	None		
<b>Periodontics</b>					
Periodontal maintenance following active therapy	50%	No	None	Two per year	
<input checked="" type="checkbox"/> Root planing and scaling	50%	No	None	Once per quadrant every 24 months	
<input checked="" type="checkbox"/> Osseous (bone) surgery	50%	No	None	Once per quadrant every 24 months (bone grafts are not covered)	
<input checked="" type="checkbox"/> Gingivectomies	50%	No	None	Once per site every 24 months	
<input checked="" type="checkbox"/> Soft tissue grafts	50%	No	None	Once per site every 60 months	
<input checked="" type="checkbox"/> Crown lengthening	50%	No	None	Once per site every 60 months	
<b>Prosthodontics</b>					
Repairs to existing partial or complete dentures	100%	No	None	Once per calendar year	
Rebasing or relining of partial or complete dentures	100%	No	None	Once every 60 months	
<input checked="" type="checkbox"/> Bridges, build ups, posts and cores, crowns over implants	50%	No	None	Replacement limited to once every 60 months	
<input checked="" type="checkbox"/> Partial and complete dentures	50%	No	None	Replacement limited to once every 60 months	
<b>Extractions and Oral Surgery</b>					
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	No	None		
<b>Orthodontics - Subject to applicable lifetime maximum</b>					
Braces and related services	50%	No	None	For dependent children under the age of 19.	
<b>Other Services</b>					
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	No	None	Twice per calendar year	
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	No	None		

Dependent children are covered up until the end of the year that they turn 19.

**Exclusions & Limitations** All claims must be filed within one year of the date of service. Unless specifically covered by your dental plan, the following are not covered:

- Services that do not qualify for payment according to our dental treatment guidelines. (These guidelines assist Delta Dental in making determinations as to whether services are covered and whether a particular service is the least costly, clinically acceptable method of prevention, diagnosis or treatment. A service may not qualify for coverage under these guidelines even though it was performed or recommended by a dentist.)
- Any services that are not specifically covered in your group's Certificate of Coverage.
- Services received from a dental or medical department maintained by or on behalf of an employer, mutual benefit association, labor union, trustee or similar person or group.
- An illness or injury that Delta Dental determines is employment related.
- Services you would not be required to pay for if you did not have this Delta Dental coverage.
- Services provided by a dentist who is a member of your immediate family.
- An illness, injury or dental condition for which benefits are, or would have been available, through a government program if you did not have this Delta Dental coverage.
- Services rendered by someone other than a licensed dentist or a licensed hygienist operating as authorized by applicable law.
- Specialty exams.
- Consultations.
- Disorders related to the temporomandibular joint (TMJ) including night guards and surgery.
- Services to increase the height of teeth or restore occlusion.
- Restorations required because of erosion, abrasion or attrition.
- Services meant primarily to change or improve your appearance.
- Occlusal guards.
- Implants.
- Bone grafts.
- Splinting and other services to stabilize teeth.
- Prescription drugs, lab exams or reports.
- Guided tissue regeneration.
- Temporary bridges or crowns.
- Services related to congenital abnormalities.
- General anesthesia/intravenous sedation for non-surgical extractions, diagnostic, preventive or any restorative services.
- General anesthesia/intravenous sedation administered by anyone other than a dentist.
- Delta Dental also reserves the right to adopt and to apply, from time to time, such administrative policies as it deems reasonable in approving the eligibility of subscribers and the appropriateness of treatment plans and related charges.

**APPENDIX E:**  
**Wellness Plan: Summary Plan Description**



# WESTERLY PUBLIC SCHOOLS INTERACTIVE HEALTH SOLUTIONS WELLNESS PROGRAM PLAN SUMMARY

## **Plan Member Health Evaluations**

Interactive Health Solutions (IHS) provides all participants with a battery of diagnostic tests to detect a wide range of health problems and analyze self-reported health information to assess risks for heart attacks, strokes, mental health problems, and sleep disorders.

The result is a complete evaluation of the employee's current and potential future health state and comprehensive results which promote prevention and minimize future claims.

IHS medical team members will visit client locations of 25 or more employees to complete evaluations. Test on Demand at one of the local LabCorps sites available in Southern Rhode Island will be available to all plan members unable to attend an on-site event to complete the evaluation. These results are then incorporated into IHS participant and employer outcome reports.

## **Interactive Health Index (IHI)**

Each participant in our program receives a personal health score (II-II) based on six measurable, controllable health factors. This IHI provides each individual with a simple, easy to understand metric to describe their current health state and a clear goal to aim for in order to get and stay healthy. On a corporate level, we provide employers with an analysis of their aggregate IHI to assess controllable health risks on a group level and to compare the employer's population versus norms.

Clients will be provided HIPAA compliant opportunity to design benefits and incentives based on employee's ability to meet the specific health goals. This process promotes employee accountability for healthcare costs by rewarding healthy employees who stay healthy and at-risk employees who are taking the right steps toward health improvement. Through IHI, employees have a vested interest and responsibility in managing their health and controlling costs.

## **Personal Health Report**

From our health evaluation, we provide program participants with a concise, easy to understand health report that outlines health evaluation results, reviews potential health problems (health risks), and describes personalized strategies for the individual to address health problems and stay healthy in the long term.

The Personal Health Report is mailed to the participant's home within 10 to 14 days of their evaluation or can be obtained at our website ([interactivelhs.com](http://interactivelhs.com)) and includes:

- An overview letter from our medical staff outlining test results
- Copies of all lab test results
- An IHI result sheet
- Risk assessments for heart disease, mental health conditions, and sleep disorders
- A Health Calendar with timelines of important preventive health care steps
- A trend report tracking key lifestyle related risk factors from year to year

In addition, IHS provides health follow up that includes:

- **News to Use:** With participant's consent, Periodic, relevant health information is delivered by email up to four times per year.
  
- **Health Focus Classes: An** offering of eight individual health improvement courses delivered by Health educators by telephone to health evaluation participants to help improve their risk status. The courses include one on one telephonic weekly counseling sessions on any of the following topics:
  - Smoking Cessation
  - Weight Loss
  - Diabetes Prevention and Control
  - Managing Cholesterol
  - Managing High Blood Pressure
  - Fitness
  - Nutrition
  - Stress Management
  - Each enrolled plan member receives a course booklet and a certificate of completion when the course is complete. These courses support individuals' efforts to engage in a healthier lifestyle.
  
- **6 Month Quick Check:** Participants are provided with a mid-year checkup.
  
- **Health News:** Each month, we provide electronic general health newsletter.
  
- **Data Integration:** IHS provides electronic links to disease management and care management solutions.

**APPENDIX F:  
RHSA Plan: Summary Plan Description**

# **WESTERLY PUBLIC SCHOOLS RETIREMENT HEALTH SAVINGS ACCOUNT PLAN SUMMARY**

## **VanatageCare Retirement Health Savings (RHS) Plan:**

This plan is the ICMA Retirement Corporation's employer-sponsored health benefit savings vehicle that allows employees to accumulate assets to pay for medical expenses (e.g., health insurance, co-pays, prescription expenses, etc.) at retirement on a tax-free basis. The plan breaks new ground for health care savings in the public sector and has received IRS approval.

This plan will be funded annually by Westerly Public Schools for Westerly Teachers' Association members at the rate of \$200 beginning with the 2013-2014 school year. This plan includes a ten-year vesting eligibility period beginning July 1, 2013. Any member retiring before the end of this ten-year vesting period will be ineligible for this benefit.

Employee benefits as a result of this plan include:

- Tax-free withdrawals after retirement
- Continued use of funds in the account by survivors

Specifics of this plan will be made available prior to the start date of July 1, 2013.

**APPENDIX G:**  
**Life Insurance Plan: Summary Plan Description**

SYMETRA LIFE INSURANCE COMPANY

Group Life Insurance

Certificate

Class 10

SYMETRA<sup>®</sup>  
FINANCIAL

# SYMETRA. FINANCIAL

## CERTIFICATE OF INSURANCE

**Symetra Life Insurance Company**  
777 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5135  
(An insurance company)

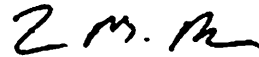
**Policyholder:** Town of Westery General Government and School Department  
**Policy Number:** 01 015405 01  
**Policy Effective Date:** July 1, 2011  
**Policy Anniversary Date:** July first of each year beginning in 2012

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for The Company



Michael Fry, Executive Vice President



Thomas M. Marra, President

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*A note on capitalization in this certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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Eligibility and Enrollment  
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Benefits  
General Provisions

**Schedule of Insurance**

**The benefits described herein are those in effect as of: July 1, 2011**

**Cost of Coverage:**

**Non-Contributory Coverage:**

Basic Life Insurance

Basic Accidental Death and Dismemberment Insurance

**Contributory Coverage:**

Supplemental Life Insurance

Supplemental Dependent Life Insurance

**Eligible Class(es) for Coverage:** All Active Employees with a .5 FTE and greater status who are citizens or legal residents of the United States, excluding temporary, leased or seasonal employees.

**Class 10** All eligible School Department Teachers

**Annual Enrollment Period:** May 1st through June 30th as determined by Your Employer on a yearly basis.

**Eligibility Waiting Period for Coverage:**

If You are Actively at Work for the Employer on the Policy Effective Date: None.

If You start working for the Employer after the Policy Effective Date: None.

If You are a part-time employee or temporary employee transferring to full-time employment: The days of continuous employment will be applied to the satisfaction of the service waiting period.

**Life Insurance Benefit**

**Employee**

	<u>Benefit Amount</u>	<u>Benefit Maximum Amount</u>	<u>Guaranteed Issue Amount</u>
<u>Basic</u> Class 10	\$50,000	\$50,000	\$50,000
<u>Supplemental</u> Class 10	\$10,000 to \$300,000 in increments of \$10,000 as selected by You on the enrollment card	\$300,000, not to exceed 5 x Earnings	\$130,000



**Schedule of Insurance**

<b>Dependent</b>	<b><u>Benefit Amount</u></b>	<b><u>Benefit Maximum Amount</u></b>	<b><u>Guaranteed Issue Amount</u></b>
<b><u>Supplemental Class 10</u></b>			
Spouse	\$5,000 to \$100,000 in increments of \$5,000 as selected by You on the enrollment card	\$100,000, not to exceed 50% of Your Supplemental Life Benefit Amount	\$50,000
Child			
14 days to 6 months	\$10,000	\$10,000	\$10,000
6 months to 19 years; to age 26 if full-time student	\$10,000	\$10,000	\$10,000

**Accidental Death and Dismemberment Insurance Benefit (AD&D)**

<b>Employee</b>	<b><u>Principal Sum</u></b>	<b><u>Principal Maximum Sum</u></b>
<b><u>Basic Class 10</u></b>	\$50,000	\$50,000

**Additional Accidental Death and Dismemberment Insurance Benefits**

**Seat Belt and Air Bag Coverage**

Seat Belt Benefit Amount: 10% of Basic AD&D Principal Sum  
 Seat Belt Maximum Amount: \$10,000  
 Seat Belt Minimum Amount: \$1,000

Air Bag Benefit Amount: 5% of Basic AD&D Principal Sum  
 Air Bag Maximum Amount: \$5,000

**Repatriation Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
 Maximum Amount: \$5,000

**Child Education Benefit**

Benefit Amount: 2.5% of Basic AD&D Principal Sum  
 Maximum Amount: \$2,500  
 Minimum Amount: \$1,250

**Day Care Benefit**

Benefit Amount: 2.5% of Basic AD&D Principal Sum  
 Maximum Amount: \$2,500  
 Minimum Amount: \$1,250

**Rehabilitation Benefit**

Benefit Amount: 2.5% of Basic AD&D Principal Sum  
 Maximum Amount: \$2,500

**Spouse Education Benefit**

Benefit Amount: 2.5% of Basic AD&D Principal Sum  
 Maximum Amount: \$2,500  
 Minimum Amount: \$1,250

**Schedule of Insurance**

**Adaptive Home and Vehicle Benefit**

Benefit Amount: 2.5% of Basic AD&D Principal Sum  
Maximum Amount: \$2,500

**Coma Benefit**

Waiting Period: 30 days  
Maximum Amount: 100% of Basic AD&D payments under The Policy for the Injury

**Critical Burn Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

**Therapeutic Counseling Benefit**

Benefit Amount: 5% of Basic AD&D Principal Sum  
Maximum Amount: \$5,000

**Felonious Assault Benefit**

Benefit Amount: 10% of Basic AD&D Principal Sum  
Maximum Amount: \$25,000

**Reduction in Amount of Life Insurance**

We will reduce the amount of Life Insurance for You and Your Dependent by any amount:

- 1) of individual Life Insurance issued in accordance with the Conversion Right;
- 2) that was continued under the Portability provision; or
- 3) of Life Insurance in force, paid or payable under the Prior Policy.

**Reduction in Coverage Due to Age**

We will reduce the Life Insurance Benefit and Principal Sum for You and Your Spouse by the percentage indicated in the table below. This reduction will be effective on the first of the month following the month in which You attain the age shown below. These reductions also apply if:

- 1) You or Your Spouse become covered under The Policy; or
- 2) Your or Your Spouse's coverage increases;

on or after the date You attain age 70.

**Basic Life Insurance and Basic Accidental Death and Dismemberment Insurance**

No reduction.

**Supplemental Life Insurance and Supplemental Dependent Life Insurance**

Percentage by which the original amount of coverage will be reduced:

<b>Your Age</b>	<b>Your and Your Spouse's % Reduction</b>
70	50%

The reduced amount of coverage will be rounded to the next higher multiple of \$500, if not already a multiple of \$500 and an appropriate adjustment in premium will be made.