

CONTRACT
between

**EAST GREENWICH
EDUCATION ASSOCIATION
NEARI/NEA**

and

**EAST GREENWICH
SCHOOL COMMITTEE**

SEPTEMBER 1, 2013- AUGUST 31, 2016

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ARTICLE I

GENERAL

- 1-1 This Agreement is negotiated under the School Teachers' Arbitration Act, Title 28, Section 9.3 of the General Laws of Rhode Island. "Any reference to the Association contained herein shall mean the East Greenwich Education Association/National Education Association Rhode Island/National Education Association (EGEA/NEARI/NEA)."
- 1-2 Subject to the provisions of the School Teachers' Arbitration Act, the School Committee agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.
- 1-3 Despite reference herein to the School Committee or the Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolutions) of authority so to act.
- 1-4 **Management Rights**
- The Association recognizes that the Committee has the responsibility and authority to manage, direct and supervise all of the operations and activities of the school district granted by applicable Rhode Island state law, including but not limited to RIGL §16-2-9 and §16-2-11, except to the extent that the exercise of such power is limited, modified or amended by any provision in this agreement. The committee has the right to hire, layoff, promote, transfer, assign, fire for just cause and determine the educational policies except where limited by the provisions of this agreement. The school committee shall have the right to promulgate reasonable rules and policies in the exercise of its authority.
- 1-5 Subject to and in accordance with the School Teachers' Arbitration Act, the School Committee hereby recognizes the Association as the exclusive representative of all certified professional employees (other than temporary substitutes) of the East Greenwich School System, below the rank of assistant principal. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers." The Association agrees to represent equally all teachers without regard to membership or participation in the Association.
- 1-6 Neither the Association nor the Committee shall discriminate against any teacher on the basis of age, race, creed, color, handicap, religion, nationality, sexual orientation, sex or marital status, or on the basis of membership or participation in any employee organization.
- 1-7 It is hereby agreed that any alteration or modification of this Agreement shall be binding upon the parties hereto only if such changes are agreed to in writing by the Association and the School Committee.

ARTICLE II
TEACHING HOURS AND TEACHING LOAD

2-1 The School Committee and the Association agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the schools. The parties further agree that teachers may be called upon to participate in activities directed toward the development, improvements and implementation of such programs, toward the evaluation of existing programs, toward the devising, testing and introduction of new programs, and toward research in pertinent educational and related areas. The School Committee and the Association also recognize and agree that the teachers' responsibilities to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of the day and which will be fairly and evenly maintained to the extent possible throughout the school system. Therefore, except in emergencies requiring short term action, and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted.

2-2 **Work Day**

The normal school day for all classroom teachers and other certified personnel on the classroom teacher salary schedule shall be no longer than six (6) hours and thirty five (35) minutes for elementary teachers and six (6) hours and forty-five (45) minutes for secondary teachers except as specified in other sections of this Agreement. Said work day shall include a total of at least twenty (20) minutes allocated at the Superintendent's discretion before the beginning of the students' school day and after the end of the students' school day.

2-3 **Work Year**

2-3.1 The work year for teachers will be one hundred eighty- four (184) work days. For the 2013-2014 school year, the bargaining unit shall have the option to work 184th school day on June 20, 2014 or at the beginning of the 2014-2015 school year.

2-3.2 The first day of this work year shall be the day previous to the opening of classes.

2-3.3 On that day teachers will be required to attend various meetings and new teachers may also be required to attend additional orientation sessions.

2-3.4 Teachers further agree to perform all end-of-year "check list" administrative duties outside the regularly scheduled school hours.

2-3.5 The Superintendent shall consult with the Association President when the calendar for the upcoming school year is being prepared. Normally, the calendar shall be posted or distributed on or before June 1 of the prior school year.

2-4 After School Meetings

If deemed necessary by the administration, teachers may be required to attend within a reasonable time after dismissal of the students for up to one (1) hour each of the following staff meetings:

- 2-4.1 One (1) day of each month - Departmental and/or Curriculum meetings or other meetings authorized by the Superintendent of Schools.
 - 2-4.2 One (1) day of each month - Building meetings called by the school principal.
 - 2-4.3 Whenever a regular meeting is scheduled, an agenda for said meeting shall be placed in the teachers' mail boxes at least one hour (1) prior to the closing of school on the prior school day.
 - 2-4.4 Any meeting not given one (1) day notice of agenda shall be deemed a voluntary meeting.
- 2-5 Teachers may be required to meet with parents at a time mutually agreeable to parent, teacher and principal. Teachers will attend one (1) open house a year. Parent conferences scheduled in conflict with teacher commitments may be rescheduled at a mutually convenient time after consultation with the building principal.

2-6 Further Working Conditions

- 2-6.1 All teachers shall have a continuous duty-free lunch period equal in length and simultaneous with the students' lunch.
- 2-6.2 All secondary school teachers, shall in addition to their lunch period have at least five (5) planning periods each week totaling a minimum of two hundred sixty-five (265) minutes during which they shall not be assigned to any other duties. Such time shall be exclusive of the time before or after the students' school day.

2-6.2a High School teacher schedules shall comply will the following:

| | |
|----------------------|--|
| Teaching Time | • 1670 - 1682 minutes per 7 school day cycle |
| Planning Time | • 462-476 minutes per 7 school day cycle |
| Common Planning Time | • 55-68 minutes per 7 school day cycle • One 30 minute building Common Planning Time each Wednesday morning. • One Department Common Planning Time per seven-day cycle |
| Duty Time | • 124-136 minutes per 7 school day cycle |

| | |
|----------|--|
| | <ul style="list-style-type: none"> • Two duties per seven-day cycle |
| Advisory | <ul style="list-style-type: none"> • 62 minutes per 7 school day cycle |
| Length | <ul style="list-style-type: none"> • All duty and planning periods are 68 minutes unless they fall on a Wednesday, in which case they are 62 minutes. |

2-6.2b Middle School teacher schedules shall comply with the following:

| Assignment | Daily Minutes | Weekly Minutes |
|--|---------------|----------------|
| Teaching Time | 212 | 1060 |
| Planning Time | 53 | 265 |
| Common Planning Time | | 212 |
| Advisory | | 25 |
| Cole Time | 25 | 125* |
| Duty | | 53** |
| * One block of 25 minutes is used as advisory time | | |
| ** One duty per week except for teachers exempted in the contract or teachers who travel to multiple buildings | | |

2-6.3 All elementary teachers shall, in addition to their lunch period, have at least two hundred minutes of preparation time each week during which they shall not be assigned to any other duties. Such time shall be exclusive of the time before or after the students' school day and passing time.

Notwithstanding the language of 2-6.2 and 2-6.3, Elementary, Middle, and High School Teachers may volunteer to cover a class of an absent teacher at the rate of thirty dollars (\$30.00) per class period) per class period at the elementary and middle levels and (\$38.00) per class period at the high school.

Secondary teachers on duty shall cover classes of absent teachers prior to any teacher volunteering to cover during a preparation period.

Teachers may volunteer to cover a class during their prep time no more than once per week.

2-6.4

Duties

Duties will include hall duty, lunch duty, and class coverage for meetings. Additionally, other duties may be mutually agreed upon and confirmed in writing by the teachers involved, the East Greenwich Education Association, and the School Committee. At the high school, no member will be given two 62 minute duties per cycle. Teachers, except exempt teachers listed in Article II, will have one 68 minute and one 62 minute duty OR two 68 minute duties as determined by administrators based on building needs.

Common Planning Time

A key to successful teaching and learning at the high school is the ability for teams of teachers to get time to meet in order to discuss students, instructional and curricular concerns. Common Planning Time at the high school will be scheduled as one period per 7 day cycle.

Common planning time should be devoted exclusively to discuss students, instructional and curricular concerns. Common Planning Time will not be considered a duty and teachers will not forfeit their scheduled Common Planning Time.

Advisories

The East Greenwich High School Advisory Program will consist of groups of 10-15 students of the same grade level assigned to the same advisor (when possible) for each of the four years of their tenure. These advisors are essential to helping all students remove obstacles, handle adversity, stay focused and access outside help if needed.

Members of the EGEA are considered advisors with the exception of the following positions: school nurse, school psychologist, social worker, occupational therapist, physical therapist, and teachers whose responsibilities cover more than two schools in the district. Advisors will not be required to evaluate and/or assess students assigned to their advisory. Additionally, advisory is not a time for a teacher to be observed for evaluative purposes. If a teacher works at both the middle school and the high school they should be assigned an advisory at one building only. Advisory will not be part of the formal Teacher Evaluation Process.

Further Working Conditions

Teachers may volunteer to cover a class of an absent teacher at the rates of:

\$15.00 for an advisory

\$30.00 for a class at the Middle School & Elementary Level

\$38.00 for a class at the High School

- 2-6.5 Scheduling at the secondary level may be amended by vote of a simple majority of the votes cast at a faculty meeting scheduled for that purpose provided, however, that no such amendment shall change the aggregate minutes.
- 2-6.6 High school teachers shall write letters of recommendation for students who request such letters. Teachers shall determine the number of students for whom they will write letters of recommendation.
- 2-6.7 Secondary school teachers shall not be required to teach in more than two (2) departments nor to make more than a total of three (3) teaching preparations.
- Teachers may upon request accept more than three (3) preparations providing that this Agreement can be mutually reached and confirmed in writing by the teachers involved, the Association, and the School Committee. Any agreements made will be for a one (1) year period only, and will be subject to review and possible renewal each year prior to the development of the teachers' schedule. Approval by the Association shall not be unreasonably withheld.
- 2-6.8 Assignments to extra-curricular activities or clubs shall be voluntary, and compensation for such extra-curricular activities or clubs shall be determined in accordance with Appendix B to this Agreement.

2-6.9 **Detention**

- a. Administrators shall set up standardized procedures and guidelines for assigning detention control of detention rooms after discussion with all teachers.
- b. Detention periods shall be handled by one (1), two (2), or no more than three (3) teachers who would be strong disciplinarians appointed by the principals.

- 2-6.10 Teachers shall devote five (5) full school days or ten (10) one-half (1/2) school days, or a combination not totaling more than five (5) full school days per school year during the regular work day to professional tasks such as, but not limited to: group or individual planning, faculty meetings, department meetings, curriculum development work, budget planning, and in-service programs. On such days, the students shall be released from school and the teacher shall use the time from the release of the students to the normal dismissal time for the performance of the above duties. This time shall be over and above a teacher's normal preparation time. There shall be a Committee composed of three (3) persons appointed by the Superintendent and three (3) persons appointed by the President of the Association which shall be responsible for scheduling, planning, and arranging the programs for those hours.
- 2-6.11 When any other teacher is in charge of an elementary school teacher's class, the regular teacher may be absent from the classroom for the entire period. This period is to be considered a preparation period for the classroom teacher.
- 2-6.12 Teachers may be permitted to leave the school premises during the normal school day with the approval of the principal or his/her designee. During the duty-free lunch period, a teacher may leave the building after notifying the principal's office.
- 2-6.13 A teacher will not be required to forfeit his/her preparation period.
- 2-6.14 The School Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energy should, to the extent possible, be utilized to this end. Therefore, the School Committee agrees to eliminate for teachers in the elementary schools the non-teaching duty of supervision of cafeterias, morning and afternoon supervision of bus arrivals and departures. The School Committee further agrees to eliminate the necessity for teachers to calculate state attendance registers and to tabulate money from students for non-educational purposes. The School Committee further agrees to continue to make every effort to replace the non-teaching duty of playground supervision. Secondary teachers assigned to lunch duty will have only three (3) non-instructional duties assigned to them per week. No teacher shall be required to duplicate instructional or other materials.

- 2-6.15 Health services such as administering eye and ear examinations and weighing and measuring pupils shall not be performed by the classroom teacher.

The Advisory Program instituted at Cole Middle School in the 2008-2009 school year shall remain in effect for the duration of the agreement, such that those participants shall meet once weekly for a twenty-five (25) minute duration. Teachers who participate in this program will not be required to work morning duty.

Teachers shall, make themselves available one (1) hour weekly, one half (1/2) hour of which may be before school to provide academic assistance to any student who requests such assistance. Extra help scheduling shall be determined by the teacher.

ARTICLE III
DUTIES RESPONSIBILITIES OF TEAM LEADERS
AT COLE MIDDLE SCHOOL

- 3-1 Selection: After discussion with the Principal, the teachers on each team shall elect a Team Leader for a two (2) year term via a majority vote. Team Leaders may succeed themselves. When more than two (2) persons are nominated and no majority exists, the process will continue for two (2) votes. If no candidate receives a majority, the Principal will select the Team leader from the candidates.

- 3-1.1 Recommended Qualifications:
Tenured teacher in the district with minimum of one year at Cole MS.
Team Leader must be a CORE team teacher or Special Education teacher on the team. Department Heads shall not hold positions of Team Leader.
- A. Major Area of Responsibility:
The Team Leader will have the following duties and responsibilities:
1. Assist in fostering a positive, cooperative climate in the team.
 2. Direct/Coordinate/Plan productive meetings during Common Planning Time.
 3. Assist, encourage student/teacher/parent communication.
 4. Orient new members to the team.
 5. Liaisons between core team, specialists, building and district administration.
 6. Encourage/aid in the development and coordination of interdisciplinary units.
 7. Encourage/aid in using varied best practices to meet students' needs within the team.
 8. Together, Team Leaders will participate in a monthly meeting to ensure teams are working together toward the goals of the school

9. The Team Leader will create an agenda for Common Planning Time and provide for the taking of minutes.
- B. Stipend: Team Leaders will be compensated via the following: \$2,200.00; this will be included in the teachers' regular pay.
 - C. Duties: Team Leaders shall not be assigned any contractual supervisory duties. (Team Common Planning time will not be considered a supervisory duty.)
 - D. Middle School Unified Arts Team Leader shall be responsible for the following departments:
 - Music
 - Tech Education
 - Art
 - Industrial Arts
 - Librarian
 - Foreign Language
 - Consumer Science
 - Reading

3-2 Common Planning Time

A key to the successful implementation of the middle school model and philosophy at Cole is the ability for team teachers to have the time to meet in order to discuss students, instructional concerns and curricular concerns. Common planning time will be scheduled as a period during the day and will have a time allocation of three (3) periods a week, equal to that of the students schedule. Common Planning Time shall be led by the Team Leader and must be devoted exclusively to discuss students and instructional and curricular concerns. Common Planning Time will not be considered a duty and teachers will not forfeit their scheduled common planning time.

ARTICLE IV CLASS SIZE

4-1 Class size shall be determined as follows:

4-1.1 In grades K-3, the size of the classes shall be approximately twenty (20) pupils per class and in grades 4-5 shall be approximately twenty-five (25) pupils per class.

4-1.2 Except as provided in 4-2 and 4-3, the limits set forth in 4-1.1 may be exceeded only to this extent:

As of October 30, one (1) pupil.

Provided, that there shall be an equal distribution of such additional students among teachers in each grade level within a school.

- 4-1.3 Secondary school classes, with the exception of physical education classes, shall not exceed thirty (30) pupils per class.
- 4-1.4 Classes containing concentrations of disadvantaged pupils shall be reduced in size as rapidly as practicable to a number which permits an optimum learning environment for such pupils.
- 4-1.5 No regular classroom teacher shall be assigned the class responsibility for more than one hundred twenty-five (125) students regardless of the size of his/her classes. This number shall be proportionately reduced for teachers with fewer than five (5) regular classes.
- 4-1.6 Secondary physical education teachers shall not be assigned a class responsibility of more than two hundred fifty (250) students regardless of individual class size. In the event of a true small scale scheduling difficulty, class responsibility for secondary physical education teachers shall not exceed two hundred sixty (260) students.
- 4-2 Class size limits may be exceeded for the purposes of innovation and/or experimentation upon consultation among the administration, the teachers involved, and the Association. The parties support innovative scheduling and curricular specialization as well as reasonable flexibility in grouping or regrouping necessary to such experimentation or specialization.
- 4-3 Class size limits may be exceeded in the elementary physical education, health, art, music, and library classes by the addition of no more than four (4) mainstreamed students per class.

ARTICLE V **PROMOTIONS**

- 5-1 Promotional positions are defined as follows:
Positions paying a salary differential and/or position on the supervisory level.
- 5-1.1 All promotional vacancies shall be open only to current teachers, except as noted in 5-3. A notice shall be posted electronically in every school clearly setting forth a description of the qualifications for the position, the duties and salary and the closing date of application.
- 5-1.2 Such notices shall be posted a minimum of ten (10) days unless otherwise agreed to by the parties.

- 5-1.3 Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her authorized agent within the time specified in the notice.
- 5-1.4 Applicants for promotional positions shall participate in the criteria based hiring process.
- Criteria
- A. Leadership/Management Skills, Content Knowledge and Pedagogy: educational background, expertise and success in teaching subject; (30%)
 - B. Achievement: shows a trend of excellence and concrete results in endeavors, including prior evaluations and recommendations from previous employer; (20%)
 - C. Critical thinking: analyzes situations thoroughly and generated effective strategies; (10%)
 - D. Communication skills: demonstrates effective written and oral skills; (10%)
 - E. Professional engagement: demonstrates professionalism as evidenced by previous experience, evaluations and recommendations, evaluation is based numerically; (10%)
 - F. Work Experience as a teacher (20%)
- In the event two or more internal candidates are competing for a position and have achieved scores within 10% of the highest score on Competencies A through F above, then work experience within the East Greenwich School District shall govern rank order.
- 5-1.5 If a promotional vacancy becomes available after the end of the regular school year but before the beginning of the fall semester teachers will be notified electronically of the vacancy.
- 5-2 Unsuccessful candidates from within the school system shall receive notification in writing of their not being selected and shall have the right, upon request, to meet with the Superintendent to ascertain the reasons for such unsuccessful candidacy.
- 5-3 Except as provided in Article 22, no promotional position occupied or to be occupied by an employee covered by this Agreement will be created or abolished without thirty (30) days prior written notice to the Association and without affording the Association, if it desires to do so, the opportunity to discuss the proposed action during the thirty (30) day notice period. Notice, in the case of a creation of a new position, will include a description of the duties to be performed and the compensation proposed by the School Committee. During discussion, the School Committee will entertain, in good faith, any objections or suggestions made by the Association before making a final decision on the position under consideration. In the case of the creation of new positions, if the Association objects to the compensation proposed by the School Committee, it may submit the question of

compensation to arbitration in accordance with the provisions of Article XIX. Arbitration shall not delay the filling of the position, but the compensation awarded by the arbitrator shall be retroactive to the first day the position was filled.

In the event a promotional vacancy is caused by separation from the district and no internal candidate is qualified to assume the position based upon the CBH criteria above, the district may consider external candidates.

- 5-4 The use of the term “qualified” as used herein shall mean that the candidate shall achieve an average score of 3.0 or greater on each of the three content areas of Criteria A of Section 5-1.4.

ARTICLE VI

CERTIFIED TEACHER VACANCY HIRINGS AND TRANSFERS

6.1 Criteria Based Hiring Process

Recruitment and hiring shall be based on meeting job-specific qualifications, state certification requirements as well as any other requirement specific to the School District.

Teacher assignments shall be based on the certifications, knowledge, skills, abilities, past performance, evaluations, relevant professional experience and other criteria to determine the best qualified person for the assignment. If two or more applicants are deemed by the Superintendent to be equally qualified, seniority in the School District shall govern the assignment.

A “vacancy” or “vacant position” as used in this Agreement is defined as the availability of a position caused by death, resignation, retirement, promotion, discharge, creation of a position or transfer.

6.2 Process to be used to fill vacancies:

6.2.1 Notice

All vacant positions will be posted internally for a period of five (5) days on the school district’s automated application software program known as SchoolSpring, or any other program that may replace such system (“SchoolSpring”). Teachers desiring to apply for any such vacancy shall notify the Superintendent in writing no later than ten (10) school days after the vacancies are posted. Known vacancies shall be posted by May 15 and the process to fill known vacancies shall be filled with internal candidates on or before June 30. Following June 30, any remaining vacancies after the transfer process has been completed shall be posted internally as well as externally and filled using the selection process of section 3(i)(ii) and (iii) described below. Any new positions which become available prior to the beginning of the school year shall be posted internally and externally and filled internally first and in accordance with the hiring process identified in paragraph 2 (First Round) below.

6.2.2 First Round

The Superintendent and the EGEA presidents/vice-president shall meet to review the applications and, absent a relevant overriding educational circumstance, the Superintendent shall place the best qualified internal teacher in the vacant position. If two or more applicants are deemed by the Superintendent to be equally qualified, seniority in the School District shall govern the assignment.

6.2.3 Second and Subsequent Rounds

If the position is not filled following the first round prescribed under paragraph 2 above, the school district will fill positions in the second round and subsequent rounds with internal candidates using the CBH Process described below.

6.2.3i. Interview and Selection Committee

The Interview and Selection Committee (the "Selection Committee") will consist of no less than two (2) nor more than three (3) administrators for each vacant position, which in all cases shall include the building principal where the vacancy exists.

6.2.3.ii. Application Review and Criteria

The Selection Committee will review all qualifying candidates to fill vacancies. All internal applicants meeting the posted qualifications will be interviewed. The Selection Committee will rank each application based upon the following qualifications:

Teacher Competencies/Criteria (for a total of up to 65 points broken down as follows):

- 6.2.3ii.a. Content knowledge and pedagogy: educational background, expertise and success in teaching subject (up to 20 points);
- 6.2.3ii.b. Critical thinking: analyzes situations thoroughly and generates effective strategies for solving problems (up to 15 points);
- 6.2.3ii.c. Communication skills: demonstrates effective written and oral skills (up to 10 points);
- 6.2.3ii.d. Professional engagement: demonstrates professionalism as evidenced by previous experience, evaluations and recommendations (up to 10 points)
- 6.2.3ii.e. Evaluations: Highly Effective-5 points; Effective-4 points; Developing-3points;
- 6.2.3ii.f. Seniority in the District
25 or more years 5 points

| | |
|-------------|----------|
| 20-24 years | 4 points |
| 15-19 years | 3 points |
| 10-14 years | 2 points |
| 1-9 years | 1 point |

6.2.3.iii. Interviews and Endorsement of Candidates

After conducting interviews of qualified applicants, based on the Selection Committee's combined assessments of a-f above, the Selection Committee will recommend the candidate with the highest score to the Superintendent. In the event two or more applicants have the same score, length of service in the school district shall be the deciding factor.

6.3 Appeals

An internal candidate who has not been awarded a position may avail himself/herself of the grievance procedure.

- 6-4 Whenever feasible, any teacher who plans on retiring or resigning will notify the Office of the Superintendent by February 1 of the school year in which his/her retirement or resignation becomes effective.
- 6-5 A teacher hired to replace a teacher on leave is a teacher hired to fill a vacancy created (directly or indirectly) by a leave of absence.
- 6-6 Positions held by teachers who have been notified of layoff are not vacancies to be posted as provided herein.
- 6-7 Vacancies for teachers on leave must be posted for ten days before they may be filled in accordance with Article VI.
- 6-8 The Committee and the Association recognize that some involuntary transfer of teachers from one (1) school to another or reassignment within a school is unavoidable, and that this practice should be based upon the educational needs of the school system, with due regard for the preferences of individual teachers and length of service of individual teachers.
- 6-9 Notice of involuntary transfer or reassignment shall be given to teachers no later than June 15 whenever possible. At any rate, thirty (30) days notice will be given. Any involuntary assignment or transfer will be implemented only after consultation between the teacher involved and a representative of the administration at which time the teacher will be notified of the reason in writing.
- 6-10 Teachers who will be affected by a change of assignment in the elementary or secondary grades will be notified and consulted by a member of the administration prior to June 15. Such changes will be voluntary as far as possible.

- 6-11 In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of interschool travel. Such teachers will be notified of any change in their schedules as soon as practicable.
- 6-12 Elementary teachers will not be required to teach either combination classes or split grades without prior agreement of the teachers concerned, except when no volunteers are available.
- 6-13 During the summer months, a vacancy must be posted as soon as possible, but no later than ten (10) working days after notification to the Superintendent that a vacancy will occur.
- 6-14 A teacher hired subsequent to July 1, 1996 will be hired to teach in a specific area of certification and will not be eligible to transfer to another area of certification unless:
 - a. his/her inability to transfer by virtue of this paragraph would result in his/her layoff from active employment, in which case he/she shall be permitted the same rights afforded teachers hired prior to July 1, 1996 pursuant to 7-4.2 of this Agreement; or
 - b. there is a vacancy in a position in which he/she is certified which has not been filled from within the system, in which case he/she will be permitted to apply for the vacancy, will be granted an interview and will be considered with all other applicants.
- 6-15 Within the Science Department, teachers may be hired to teach in multiple science certifications upon notice in writing to the teacher and the Association. In such cases assignment to teach in any of the multiple certification areas shall be deemed to be within the certification for which hired for purposes of 6-7 hereof.

ARTICLE VII
SENIORITY/LAYOFFS/RECALLS

Seniority in the East Greenwich Public Schools will be predicated on the following:

- 7-1. Definition: Seniority is defined as the length of actual, continuous employment as a teacher within the school district beginning with the first day of work. A break in service of more than one (1) year shall void prior seniority except if the break in service is the result of a layoff, parental leave or authorized leave of absence.
 - 7-1.1 The first day of work is defined as the initial time that a teacher is required to report for duty under the teacher contract.
 - 7-1.2 Teachers hired to replace teachers on leave shall not accrue seniority and shall not be entitled to recall while employed in that capacity.

- 7-1.3 Seniority accrues regardless of assignment, position, program or area of certification within the teaching bargaining unit.
- 7-2 In the event that two (2) or more certified teachers have identical seniority status as defined above, the following criteria shall be used to determine respective individual seniority status:

Previous experience in the East Greenwich Public Schools:

- a. As Teacher
- b. As Daily Substitute

If the above criteria are not sufficient to break a tie, a lottery to determine rank order shall be conducted mutually by the President of East Greenwich Education Association and Superintendent of Schools.

- 7-3 Seniority shall be terminated upon the following events: resignation, discharge for misconduct, unsatisfactory teaching performance or other just cause; failure to accept recall to a position consistent in percentage of time to his/her previous position as long as notice of recall is given before August 15; failure to return to work upon expiration of an authorized leave of absence without due and just cause.

7-4 **Layoff**

- 7-4.1 Layoff shall be defined as any reduction in force based upon reasons other than misconduct or performance.

- 7-4.2 Layoffs shall be in the inverse order of seniority within an affected area of certification. To avoid layoff, a senior teacher shall replace the most junior teacher in any areas in which the senior teacher holds certification.

- 7-4.3 The School Committee shall rescind any layoff notices distributed for financial and budgetary reasons for positions which are determined to be funded after the finalization of the school budget and prior to the conclusion of the Criteria Based Hiring Process, when possible.

7-5 **Recall**

- 7-5.1 Teachers shall be recalled on the basis of seniority within an affected area of certification.

- 7-5.2 A teacher on notice of layoff shall be returned upon recall to his/her former position, so long as it exists.

- 7-5.3 When the School Committee intends to fill a position for which a laid off teacher has certification, the Superintendent shall notify the most senior laid off teacher in the area of certification. Those teachers who were not employed during the current school year shall be notified by certified mail,

return receipt requested, at the last known address. The teacher will notify the Superintendent in writing of his or her intent to accept or reject the position with a period of fourteen (14) calendar days after receipt of notification.

- 7-5.4 If a notified teacher refuses to accept the position offered as stated in 7-5.3, or fails to respond to such notification within the above time limit, such teacher will lose all rights under this provision. Should this occur, the Superintendent will then notify the teacher with the next highest seniority in the area of certification of such vacancy, and the same procedure will apply.

ARTICLE VIII **TEACHER ABSENCES**

A form shall be completed by every teacher to report each absence.

8-1 Sick Leave and Personal Absences

- 8-1.1 A teacher who is absent because of personal illness, shall upon written notice to the Superintendent, receive full salary for periods amounting to fifteen (15) working days a year. The unused days for the preceding years of service in East Greenwich shall be cumulative to a total of one hundred sixty (160) working days. Sick leave shall accrue on the first school day of each school year. Sick day entitlement at the start of any school year will be reduced by one (1) day for every twelve (12) days of voluntary leave without pay taken during the previous school year. Voluntary leave without pay does not include sick leave. Any employee who is absent because of personal illness for more than five (5) consecutive work days shall be required to provide a signed note from their physician/clinician upon their return evidencing the need for additional sick time.
- 8-1.2 Requests for extension of sick leave shall be made in writing to the Superintendent of Schools.
- 8-1.3 Upon written request to the Superintendent a teacher shall be notified in writing within ten (10) school days as to the number of days of unused sick leave to which he/she is entitled as of the day of request.
- 8-1.4 For purposes of this section, personal illness shall be deemed to include periods during which a teacher is physically disabled from teaching by reason of her pregnancy.
- 8-1.5 Up to five (5) days from sick leave per year may be used for illness in the family. In this case the family shall be defined as all persons living in the teacher's household.

8-2 Critical Illness or Death In The Immediate Family

A maximum of five (5) days absence with pay shall be granted in any one (1) year for each death in the immediate family. Immediate family of husband, wife or partner shall include: spouse, partner, father, mother, brother, sister, son, daughter, grandparents, grandchildren (death only), or any other relative living in the household. One (1) day of absence with pay shall be granted to attend the funeral of all other members of the family.

A maximum of five (5) days absence with pay shall be granted in any one (1) year for critical illness in the immediate family. Critical illness means illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside. Immediate family of husband, wife, or partner: spouse, partner, father, mother, brother, sister, son, daughter, grandparents, grandchildren (death only), or any other relative living in the household.

8-3 **Personal Absences**

8-3.1 Employees shall be entitled to absence with pay for three (3) days during the academic year for the purpose of conducting of personal affairs which cannot be handled outside of school hours. One (1) unused personal day may be carried over annually for a maximum of four (4) personal days in any (1) one school year. Verbal notification will normally be given one (1) day in advance except for emergencies. Personal absence days may not be used for the purpose of extending a holiday or vacation period, nor can they be used for more than two (2) consecutive work days.

8-3.2 The Superintendent shall have the discretion to grant an additional three (3) days with pay; the cost of the substitute shall be deducted from the teacher's salary.

8-4 **Other Absences**

8-4.1 The Superintendent shall have the discretion to grant leaves of absence with pay when caused by acts of God or other circumstances which make it impossible for the teacher to get to school.

8-4.2 Absence with pay shall be given for trips to educational conferences or trips involving school business approved in advance by the Superintendent.

8-4.3 Absences with pay may be allowed by the Superintendent for the observance of religious obligations, which cannot be performed outside of school hours, but not in excess of three (3) days. Such request shall be made in writing to the Superintendent through the Principal at least five (5) school days prior to the absence date(s).

8-4.4 The Superintendent shall have the discretion to grant leaves of absence with pay for any other reason.

8-5 **Jury Duty**

When a teacher is summoned for jury service, the compensation received for such service shall be endorsed to the East Greenwich Public Schools, and the teacher shall receive full salary for the days of such service. Evidence of such summons shall be submitted in writing to the Superintendent as soon as possible.

8-6 **Military Leave**

The School Committee shall grant a teacher a military leave of absence for training, either with or without pay, at the discretion of the teacher, not to exceed ten (10) school days. The request shall be made as soon as possible after the teacher has been advised of the training. When leave with pay is elected, the military pay received for the training shall be turned over to the School Committee.

8-7 **Deductions**

When a teacher is absent for more than the allowed number of days or when granted permission without pay, daily deductions shall be made at the rate of 1/184 of the yearly salary for each day over the allowed number. Such deductions shall be withheld from the next pay period following such days.

8-8 **Unauthorized Absence**

The unauthorized absence of any teacher shall be considered cause for dismissal.

8-9 **Commencing September 1, 1986, A Major Illness Bank Shall Be Established As Follows:**

- 8-9.1 Each Teacher may voluntarily contribute within ten (10) school days of the opening of school, one (1) day of sick leave to a Major Illness Bank. Only teachers who contribute to the Bank will be eligible for benefits.
- 8-9.2 Eligible teachers who have exhausted their accumulated sick leave or have had thirty (30) consecutive working days of illness, whichever last occurs, may be awarded sick days from the bank.
- 8-9.3 The Bank will be administered by a committee of five (5), three (3) of whom shall be appointed by the Association and two (2) of whom shall be appointed by the School Committee. The Bank Committee will have the power to grant or deny applications for benefits from eligible employees. Its decisions will be final, binding and not subject to the grievance procedure.
- 8-9.4 In the event that a teacher receive sick leave from the Bank which extends to the end of the school year, such teacher must reapply to the Bank Committee to be considered for benefits for the following year.
- 8-9.5 A teacher withdrawing from participation in the Bank may not withdraw his or her contributed sick days.

8-9.6 If, at the end of any school year, there are unused sick days remaining in the Bank, fifty percent (50%) of such unused days may be carried over to the following year. Days carried over shall be kept in a separate carryover account and may be granted to applicants only by unanimous vote of the Bank Committee. No more than one hundred (100) days may be in the carryover account at any time.

8-9.7 Sick Leave Bank

The East Greenwich Teacher's Association agrees to release from liability and to hold harmless the East Greenwich School Committee and any participant of the Bank Committee from any and all claims of bargaining unit members involving any aspect of the administration of the sick leave bank, including, but not limited to, any unauthorized disclosure of confidential health care information by any member of the Bank Committee.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

9-1 The School Committee will grant one (1) teacher who has served for at least three (3) years in the East Greenwich School System, upon request, a leave of absence for up to one (1) year without pay for the purpose of engaging in Association (Local, State or National) activities. This leave must be requested in writing by May 1. Upon return from such leave, the teacher shall be placed on the appropriate step of the salary schedule as if he/she had not left. Whenever possible, by March 1 of the leave year, the teacher must notify the School Department whether or not he/she will return.

9-2 A leave of absence, without pay, of up to two (2) years will be granted to teachers who join the Peace corps, Vista, or Teacher Corps or serve as exchange teachers and are full-time participants in any of such programs and who have completed at least three (3) years in the East Greenwich School System. Upon return from such leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave, and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent.

9-3 Military leave without pay will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his absence to a maximum of four (4) years.

9-3.1 All teachers who are deployed to active military duty shall receive full contractual benefits including step and scale salary, that is the difference between military pay and benefits and contractual pay and benefits. The School Committee shall make teachers whole for any salary loss due to their deployment.

Extended Leaves

9-4 Parental Leave

Parental leave shall be granted a teacher on the occasion of the birth or adoption of a child to a teacher or to a teacher's spouse or partner; on the occasion of the placement of a child sixteen years of age or younger with said teacher; on the occasion of the serious illness of a natural or adoptive child of said teacher for the duration of such illness or one (1) year, whichever is less. Parental leave shall be for a period of up to one (1) year, and shall be without pay or benefits, except health insurance as provided elsewhere in the Contract, which health insurance shall be limited to a period of twelve (12) months. The teacher who elects to take parental leave must notify the School Committee in writing at least thirty (30) days prior to the commencement of the leave. Teachers taking leave in excess of that permitted by Title 28, Chapter 48 of the General Laws of the State of Rhode Island must return at the beginning of the school year in September or at the beginning of the second semester. If the teacher commences parental leave after January 1 of any year, the teacher may take such parental leave in excess of one (1) year providing for a return at the beginning of the school year in September of the following calendar year. In these instances, teachers must provide the Administration with notice on or before June 30 of his/her intended return date. Parental leave may be taken by a teacher in lieu of or after and continuous with leave taken pursuant to 8-1.4. A one (1) year only teacher shall not be eligible for Parental Leave.

9-5 A leave of absence without pay or increment of up to one (1) year shall be granted for the purpose of caring for a sick or disabled member of the teacher's immediate family upon the presentation of a doctor's certificate that indicates such care is necessary.

9-6 A teacher whose personal illness or disability extends beyond the period compensated, shall be granted a leave of absence without pay or increment for such time as is necessary, as indicated by a doctor's certificate, for complete recovery from such illness.

9-7 The Superintendent shall have the discretion to grant leaves of absence without pay for any other reason.

9-8 Requests for extended leaves should normally be filed with the Superintendent of Schools in writing by March 1 and shall be confirmed or denied by the Superintendent in writing within thirty (30) calendar days. Requests filed after March 1 because of unusual circumstances will be considered.

9-9 During paid leaves of absence, and leaves pursuant to 9-4, 9-5, and 9-6, the School Committee will continue to pay for the health insurance coverage described in Appendix D, except that benefits for leaves under 9-4 will be limited to 12 months. During other leaves of absence, to the extent permitted by the Carrier, a teacher will be permitted to retain the group coverage provided by paying the premium thereon, monthly, to the School Committee.

- 9-10 Upon returning from any leaves granted by the School Committee, the teacher shall be placed in the assignment he/she left, if the assignment exists. If it does not exist, the teacher shall be returned to a similar position.

ARTICLE X

SABBATICAL LEAVE

- 10-1 Desiring to provide incentive to achieve greater professional performance and encourage independent research and achievement, the School Committee hereby maintains a policy of sabbatical leave for teachers to be granted upon recommendation of the Superintendent and approval of the School Committee for approved scholarly programs whether or not carried in an academic institution, subject to the following conditions:
- 10-1.1 No more than two (2) per cent of the teaching staff may be absent on sabbatical leave at any one time.
- 10-1.2 Requests for sabbatical leave, on application forms devised by a committee consisting of three (3) teachers appointed by the Association and three (3) administrators appointed by the Superintendent, must be received by the Superintendent no later than March 1 of the year preceding the school year in which the sabbatical leave is to be taken. Applications shall not be unreasonably denied.
- 10-1.3 The teacher has completed at least seven (7) consecutive full years of service in the East Greenwich Schools. This requirement may be waived at the discretion of the Superintendent.
- 10-1.4 A teacher on sabbatical leave shall be paid at the rate of one-half (1/2) of his/her combined annual basic salary and advanced increments for each year of sabbatical leave, provided that such pay when added to any salary grant shall not exceed the teacher's full annual basic salary. Health insurance coverage as provided in the Contract shall be provided.
- 10-1.5 Every teacher who receives a sabbatical leave shall agree to return for two (2) consecutive school years to the East Greenwich School System. In the event a teacher resigns before completing two (2) years of service, he/she shall refund 1/20 of the salary received while on leave for each month he/she fails to serve. In the event a teacher is unable to fulfill the two-year (2) obligation as specified due to illness, accident, or acts of God, then the reimbursement requirement shall be waived.
- 10-1.6 The teacher upon return to the East Greenwich School System shall be placed upon the appropriate step in the salary schedule as though such teacher had not been on leave.

- 10-1.7 With due regard for the interests of the school program, a teacher returning to work after a sabbatical leave of absence shall be offered the same position that he/she held at the time said leave was commenced if it exists or a similar position.

ARTICLE XI **EXTENSION OF LEAVES**

- 11-1 Requests for extensions of leaves should normally be addressed to the Superintendent by March 1 preceding the school year in which the leave is to be taken. Requests filed after March 1 because of unusual circumstances will be considered. The Superintendent shall have the discretion to grant extensions of leaves of absence. Where the effect of granting a request for extension is to extend a leave beyond two (2) years from the date it began, the Association must agree to the extension.
- 11-2 The Superintendent shall confirm receipt of the request in writing within ten (10) days after receipt.
- 11-3 The teacher shall receive a decision within thirty (30) days after receipt of the request.

ARTICLE XII **PROTECTION**

- 12-1 A teacher shall immediately report to the school principal in writing all cases of assaults suffered by him/her in connection with his/her employment.
- 12-2 This report shall be forwarded to the Superintendent of Schools and the School Committee, which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act upon request of the teacher or his/her representative in appropriate ways as liaison between the teacher, the police, and the courts.
- 12-3 If criminal proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the School Committee to furnish legal counsel to defend him/her in such proceedings. The School Committee will evaluate the request and the circumstances of the assault and shall provide counsel or reimbursement or reasonable counsel fees if the teacher's cause is deemed meritorious.
- 12-4 Liability Insurance - The School Committee agrees to add Liability Insurance for all teachers under the Town - "package" policy, to read as follows:

All teachers will be covered under the East Greenwich Town Policy with a limit for Bodily Injury and property Damage of \$1,000,000 during those times when teachers are engaged in school sponsored activities. Coverage will also be provided for claims brought against teachers for corporal punishment with the same limit.

ARTICLE XIII
PERSONAL INJURY

- 13-1 The School Committee shall obtain and maintain a policy in compliance with the Workmen's Compensation law of the State of Rhode Island for all teachers.
- 13-2 Any loss resulting from personal injury, caused by an assault on a teacher in the course of employment shall be covered primarily by Workmen's Compensation Insurance, and secondarily by any other applicable insurance policy or benefits provided by the School Committee.
- 13-3 In the event such coverage does not adequately cover the costs or expenses incurred, the teacher may submit the unpaid balance of the claim to the Committee for consideration, including salary up to the full amount lost, for a period not to exceed one (1) year from the date of injury. No part of such absences shall be charged to his/her annual sick leave.

ARTICLE XIV
TEACHER EVALUATION

- 14-1 Teacher Evaluation Model shall be in compliance with current, existing applicable state law including RIDE regulations, as amended. Any alteration to the East Greenwich implementation of the RIDE model will be mutually agreed upon unless mandated by RIDE.
- 14-2 Consistent with RIDE regulation, a District Evaluation Committee shall be established and comprised of the Superintendent and three (3) administrators appointed by the Superintendent, the EGEA President and three (3) teachers appointed by the EGEA President.
- 14-3 No classroom observation shall be conducted for the purpose of evaluation except by an evaluator who is trained in the East Greenwich Evaluation Model.
- 14-4 Teachers shall be given a minimum one week notice prior to the announced classroom observation. Teachers have the opportunity to request the day of the week the announced visit will occur. A meeting to discuss the evaluator's observation shall take place between teacher and evaluator within a reasonable amount of time following the observation and receipt of written comments from the evaluation.
- 14-5 Any teacher who has a dispute concerning her/his evaluation may within five (5) school days of receipt of the evaluation discuss any concerns with the evaluator, if the teacher continues to dispute the evaluation she/he may within ten (10) school days appeal the dispute to the Evaluation Review Committee ("ERC") via the EGEA President.

- a. The ERC shall be comprised of members of the District Evaluation Committee and comprised of two (2) teachers appointed by the EGEA President and two (2) administrators appointed by the Superintendent, with any tie or deadlock broken by the Superintendent. The ERC's charge shall be to hear appeals and assist in resolution of matters of disputes concerning the establishment of SLOs, Professional Growth Goals and evaluation ratings. Disputes concerning the establishment of an SLO shall be brought forward for resolution to the ERC no later than two (2) weeks following of the establishment of the SLO.
 - b. In no case shall a member of the ERC include the evaluator of the teacher with the appeal.
 - c. The decision of the ERC shall be final except in matters concerning the final evaluation which is subject to the EGEA grievance procedure commencing with Level Four of the grievance procedure.
 - d. The parties agree that expedited labor arbitration rules shall be followed in all disputes concerning final evaluations.
- 14-6 No observation will be conducted on the Friday before or the Monday following a holiday/vacation period unless mutually agreeable.
- 14-7 Non tenured teachers will be evaluated annually on the basis of four (4) formal visitations in accordance with Plan B.
- 14-8 Any eligible non-tenured teacher voluntarily transferring from one area of certification to another will be evaluated four (4) times per school year for the first three (3) years in the new area of certification, all of which, including those occurring after tenure is attained, shall be in accordance with Plan B.
- 14.9 All methods of observation of work performance of a teacher shall be conducted openly with full knowledge of the teacher. The use of public address or audio systems, and similar devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by his/her superiors and will have a right to discuss such report with his/her superiors.
- 14.10 Before being entered into the teacher's records, any complaints regarding a teacher made to the administration by any parent, student, or other person must be in writing and promptly called to the teacher's attention through proper channels.

ARTICLE XV

TEACHER FILES

- 15-1 All teacher files shall be maintained under the following conditions:
- 15-1.1 Except for references, no material shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual

copy to be filed, with the understanding that such signature merely signifies that he/she had read the material to be filed. Such signature does not necessarily indicate agreement with its content.

- 15-1.2 The teacher shall have the right to respond to any material signed and shall have such written response reviewed by the Superintendent and attached to the file copy.
- 15-1.3 The file of the teacher shall be subject to review by the teacher during regular office hours and in the presence of the Superintendent or a designee.
- 15-1.4 All evaluative comments and all documents relating to teacher competency will be kept on file at the School Administration Office. No official office copies will be destroyed without consent of the teacher evaluated.
- 15-1.5 A teacher will be allowed to insert any pertinent commendatory letters or statements on his/her behalf into his/her personnel file during regular office hours.
- 15-1.6 A teacher will have the right to add pertinent comments to material in his/her personnel file except confidential material.
- 15-1.7 A teacher will be permitted to reproduce material in his/her own file. The administration may ask the teacher to pay cost of this service.
- 15-1.8 All material included in a teacher's file shall be subject to that teacher's review. Materials shown to be false shall be removed upon the teacher's request.

ARTICLE XVI

TEACHER-EXCHANGE PROGRAM

- 16-1 The Committee recognizes that Teacher-Exchange Programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports such programs, and will authorize participation to the extent that it facilitates the best education possible for East Greenwich students.
- 16-2 Teachers who wish to participate in the exchange program shall observe the following:
 - 16-2.1 Written request shall be made to the Principal and Superintendent for approval to apply.
 - 16-2.2 Written approval by the Superintendent will be considered binding, provided an acceptable exchange replacement is found.

ARTICLE XVII

SPECIALISTS

- 17-1 Librarians, counselors, nurses, psychologists, reading teachers, resource teachers, and speech and language teachers shall not be assigned student supervisory duties except in emergency situations.
- 17-2 Employment of librarians, counselors, nurses, psychologists, reading specialists, resource teachers, and speech and language teachers beyond the one hundred eighty-four (184) days shall be voluntary, and they shall be paid at the daily rate of their contracted salary; exclusive of the Extended School Year summer program.
 - 17.2.1 Extended School Year summer program shall be paid at the rate of fifty dollars (\$50.00) per hour for all certified employees.
- 17-3 If more than one specialist in the same area is assigned to a building, the responsibilities and duties of those specialists shall be clearly and equitably distributed. Those specialists shall be involved by the Administration as it determines this distribution.

ARTICLE XVIII

ASSOCIATION RIGHTS

- 18-1 The Association shall have the right to place notices, circulars and other material on faculty bulletin boards and in teachers' mailboxes.
- 18-2 Teachers shall be dismissed from class to testify in arbitration hearings.
- 18-3 The Association shall be permitted to use a room for meetings, during non-school hours, in a school building without cost, at reasonable times. Request for use of such rooms shall be made to the principal in advance.
- 18-4 The president shall be provided a copy of the agenda packet which is made available to the public of every public School Committee meeting at least twenty-four hours in advance of the meeting, if available at that time.
- 18-5 The Association and the Committee agree that teachers on leave shall not serve on committees as a teacher representative.
- 18-6 Whenever a regular or special School Committee meeting is held during school hours, and is to be open to the public, the Association President or his/her designee will be relieved of his/her teaching duties so that he/she may be in attendance at such meetings.
- 18-7 Every September and January, the East Greenwich School Department shall prepare and forward to the Association President a list of all teachers, stating their current teaching assignment(s) and dates of employment in the East Greenwich School

System. In addition, the East Greenwich School Department shall notify the Association of all staffing changes as they occur.

- 18-8 The Association shall upon request have brief announcements made over the public address system at the time regular school announcements are made.
- 18-9 All decisions or directives affecting teachers decided upon at meetings of the school administrators and/or at faculty meetings shall be reduced to writing and posted on teacher bulletin boards and three (3) copies of such directives or decisions shall be distributed to the President of the Association.
- 18-10 The Association President shall not be required to perform study hall, hall, or lunch duty as long as he or she holds office.

ARTICLE XIX

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 affecting the welfare of persons subject to this Contract. The School Committee also agrees to make available to any aggrieved person and/or his/her representative all data not privileged under law which is within the possession of the School Committee and which bears on the issues raised by the grievance.

19-1 **Definitions**

19-1.1 **Grievance**

A grievance is defined as an event or a condition which affects the welfare of a teacher or group of teachers and/or the application of any of the provisions of the Agreement. It is a claim based upon an event or condition which affects the circumstances under which a teacher works. It may involve the violation of a professional right or responsibility.

19-1.2 **Aggrieved Person**

Any individual or group of individuals alleging that a grievance exists.

19-1.3 **Grieved Person**

An individual or group of individuals who are alleged to be the cause of, or who have committed a grievance.

19-1.4 **Teacher**

Any person covered by this contract on either a full or a part-time basis, and who is certified by the Rhode Island Department of Education.

19-1.5 **Party In Interest**

An individual or group of individuals (including the School Committee or any of its representatives) who might be required to take action, or against whom action might be taken in order to resolve the issue. Parties in interest shall include the aggrieved, the grievor, the School Committee, the Superintendent or his designee, the President of the Association, and the Chairman of the Negotiating Committee. Each of the above, except the Chairman of the Negotiating Committee shall receive one (1) copy, the Chairman of the Negotiating Committee shall receive two (2) copies of the proceedings with decision given.

19-2 **General Principles**

- 19-2.1 It shall be the firm policy of the School Committee and the Association to assure every teacher or his/her representative the opportunity to have the unobstructive use of this grievance procedure without fear of reprisal or without prejudice in any manner or means to his/her professional status.
- 19-2.2 A teacher may seek and use the assistance of an officer or representative of the Association in the presentation and/or appeal of any grievance. Such assistance shall include, but not be limited to, the direct representation of a teacher at all steps of the grievance procedure.
- 19-2.3 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level of the grievance procedure should be considered maximum. These time limits may, however, be extended by mutual agreement. The failure of a teacher aggrieved, except as hereafter provided, to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision concerning the particular grievance. The failure of an administrator or one who is grievor against at any step to communicate his/her decision to the aggrieved within the specified time limits shall permit the aggrieved to proceed to the next step.
- 19-2.4 In the event a grievance is filed on or after June 1, which is left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance may be exhausted prior to the end of the school term or as soon thereafter as is possible.

19-3 **Procedure**

19-3.1 **Level One**

A teacher with a grievance shall first discuss it with his/her immediate supervisor either directly or with an Association representative with the

objective of resolving the matter informally. The supervisor's written disposition shall be returned to the teacher or his/her representative within five (5) school days of the presentation.

19-3.2 **Level Two**

In the event a satisfactory settlement is not reached following the fifth (5th) day period as provided for in Level One, a teacher and/or the Association representative may, within five (5) additional school days, present the grievance to the Superintendent of Schools, provided that the grievance to the Superintendent be in writing. The Superintendent shall grant a hearing to the aggrieved and/or his/her representative within five (5) school days after receipt of the grievance and return his/her written disposition within five (5) school days of the presentation.

19-3.3 **Level Three**

In the event a satisfactory settlement is not reached following the fifth (5th) day period as provided for in Level Two, a teacher and/or the Association representative may, within five (5) additional school days, present the grievance to the School Committee. The School Committee will grant a hearing within ten (10) school days after receipt of the grievance and render a written disposition to the teacher and the Association representative within five (5) school days of the presentation.

19-3.4 **Level Four**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if a decision is not rendered within five (5) school days after the School Committee has heard the grievance, the aggrieved person may choose to submit the matter to arbitration in either of the following manners:

- a. Appeal in accordance with the provisions of Title 16, Chapter 39 of the General Laws of Rhode Island, 1956, as amended, to the full extent permitted by law, or, if the grievance involves the interpretation or application of this Agreement or a claim that discipline administered was for the other than just cause;
- b. Submit the grievance to final and binding arbitration under either the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Labor Relations Connection, which will act as the administrator of the proceedings. The arbitrator shall have no power to alter or amend the provisions of this Agreement, nor, where the terms hereof vest discretion in the School Committee or any of its agents or employees, to substitute his or her discretion for that of the Committee, its agents or employees. Whenever herein discretion is vested in the School Committee, its agents or employees, it is not intended that they be permitted to exercise that discretion in an arbitrary, capricious, or

discriminatory manner. No arbitrator may hear more than one (1) grievance absent agreement of the parties. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper.

- 19-3.4.1 Each party shall bear the full cost for its outside representatives in arbitration. The cost of the neutral arbitrator and the AAA will be divided equally between the parties.

19-4 **Miscellaneous**

Forms for filing and processing grievances and other documents necessary under the procedure shall be prepared by the Superintendent or his designee and Negotiating Chairman. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- 19-4.1 Instructions for the preparation and processing of grievance forms will accompany the forms. These instructions shall be complied with in all grievance cases.
- 19-4.2 Any decision, course of conduct, or other actions which become the subject of a grievance shall not be stayed pending the processing of the grievance except with the written consent of the Superintendent, the School Committee, and the Association, 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.
- 19-4.3 If, in the judgment of the Chairman of the Negotiating Committee, a grievance affects a group or class of teachers, the Negotiating Committee or its Chairman may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such a grievance may be processed through all levels of the grievance procedure.

ARTICLE XX
BEHAVIOR STUDY COMMITTEE

- 20-1 The student behavior code of the East Greenwich Public Schools will be reviewed annually or biennially by a committee consisting of three (3) appointees of the School Committee and three (3) appointees of the EGEA/NEARI/NEA.
- 20-2 This Committee will submit a report of its conclusions and recommendations to the School Committee no later than May 1 of the school year.
- 20-3 If these recommendations are accepted, the School Committee will act in sufficient time for the code to be promulgated and so that orientation of staff and students can occur.

ARTICLE XXI
MENTORING

- 21-1 The East Greenwich Public Schools Teacher Mentor Program maintains a mentor selection process that is based upon written guidelines, which include, but are not limited to demonstrated:
 - a. Ability to work with adults
 - b. Commitment to participate in all activities outlined in program
 - c. Commitment to the school community
 - d. Teaching experience of a minimum of five (5) years
 - e. Knowledge of and commitment to standards-based instruction in the classroom
 - f. Professional growth
 - g. Teaching experience in the district
- 21-2 The Mentor Program requires an initial, quality training of mentors that includes, but is not limited to:
 - a. Adult learning
 - b. Reflective questioning
 - c. Role of the mentor
 - d. Setting expectations
 - e. Stages of teacher development
 - f. Trust and confidentiality

Participation on the part of a new teacher is required, unless that teacher is a first year teacher. If the mentee and mentor agree to a second year of mentoring, the mentor stipend shall be \$500.00 for the second year.

- 21-3 Mentor Coordinators shall receive a fifteen hundred dollar (\$1,500.00) annual stipend. Mentors shall receive a thousand dollar (\$1,000.00) annual stipend.

- a. The guidelines to be used for the Mentoring Program/Mentor selection process will be developed by the Mentor Coordinators and reviewed and approved by the Superintendent and the President of the East Greenwich Education Association (EGEA).
 - b. The Superintendent and the President of the EGEA will review and approve the final match ups between mentors and mentees.
 - c. The EGEA and the East Greenwich School Committee must mutually agree to any changes made in the Mentoring Program.
 - d. Mentor Coordinators shall previously have been Mentors.
- 21-4 Mentors shall be limited to one (1) mentee annually unless there is mutual agreement to the contrary.
- 21-5 Mentor training for first time mentors shall be provided by the School Committee and limited to a maximum of six (6) hours annually and paid at the contract committee rate if held outside of regular work hours.
- 21-6 Mentor Coordinators shall not serve as mentors. Mentor Coordinator positions shall be posted every two (2) years within the bargaining unit and filled with the most senior mentor applicant, so long as the applicant has a summary evaluation score of 3 or higher.
- 21-7 Mentor Coordinators shall assist in professional development of mentors and mentees and provide input to the Superintendent at the conclusion of each school year regarding the effectiveness of the program as a whole.

ARTICLE XXII
TEACHER FACILITIES AND MATERIALS

- 22-1 Each School Shall Have The Following Facilities:
- a. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.
- 22-2 Before any change is made in a teacher lounge, dining area, or work area the Association will be consulted.

ARTICLE XXIII
DEPARTMENT HEADS

- 23-1 Department Heads shall have a class load of two (2) or three (3) classes at the secondary level.
- 23-2 Department Heads shall not be assigned any supervisory duties, other than the duties of Department Head.

23-3 **Department Heads**

Terms for Department Heads will be for two (2) years. Removal from the position during such two (2) year term will be for just cause based on an evaluation by the building principal(s) and/or Superintendent. Notification of continuation as Department Head will be made on or before March 1 of the second year of the term.

23-4 The evaluation procedure for Department Heads will be separate from the teacher evaluation process. A committee of six (6) individuals, three (3) appointed by the Superintendent and three (3) appointed by the EGEA President, shall develop an evaluation model to recommend to the members of the Association and the School Committee, which recommendation shall be subject to ratification by each body. Department Heads will be subject to both processes.

23-5 Responsibilities and eligibility requirements for Department Heads will be developed by the Superintendent and the President of the EGEA.

ARTICLE XXIV
SAVING CLAUSE

24-1 In the event that any part or provision of this Agreement is in conflict with any law or regulation having the effect of law, such law or regulation shall prevail so long as such conflict remains. In any event all other provisions of this Agreement shall continue in effect.

ARTICLE XXV
PROFESSIONAL EMPLOYMENT OUTSIDE
OF REGULAR SCHOOL HOURS

The School Committee agrees that with regard to professional employment of teachers outside regular school hours, if needed for curriculum development, research, tutoring, summer school (if in session) and the like, the School Committee will appoint teachers who are not within the bargaining unit only when certified bargaining unit teachers do not apply.

ARTICLE XXVI
TEACHERS' PROGRAMS

26-1 The Committee recognizes that it is desirable for teachers to know as early as possible their programs for the coming year. The Association recognizes that practical difficulties sometimes force changes in a teacher's program. The Committee agrees that tentative teacher programs will be given to teachers no later than May 15.

26-2 If changes occur during the summer vacation which require a change in a teacher's program, the principal, supervisor or department head shall provide notification to the teacher immediately.

26-3 Any training required to perform teacher duties shall be provided by the school committee. Teachers shall be paid per diem rate of pay to attend district required training scheduled outside of the regular school day.

ARTICLE XXVII
DURATION

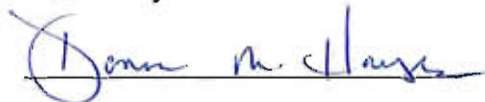
27-1 The provisions of this Agreement shall be effective as of September 1, 2013, and shall continue in effect until August 31, 2016.

27-2 Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the School Committee or the Association gives written notice to the other not later than December 1 of the year prior to the aforesaid expiration date, or any anniversary thereof, of its desire to reopen this Agreement and to negotiate over the terms of a successor Agreement.

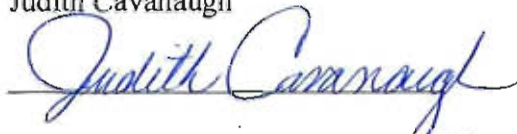
27-3 If notice under Article 26.2 is provided, then no later than December 1 of the year before the expiration date, the School Committee and the Association agree to negotiate in good faith to secure a successor Agreement concerning teachers' salaries, hours, and other conditions of employment in accordance with the procedures set forth in applicable law.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this
20th day of August 2014.

FOR EAST GREENWICH EDUCATION
ASSOCIATION/NEARI/NEA
Donna Hayes



Judith Cavanaugh



FOR EAST GREENWICH SCHOOL COMMITTEE



APPENDIX A
TEACHERS' BASIC SALARY SCHEDULE

A-1 Salary Scale

All courses taken to earn Bachelor's+30 degree lane payment must be level 200 courses or above, so long as the course is supportive of the needs of the district and approved by the Superintendent. Credits must be after BA is achieved. Courses above level 200 need not be reviewed.

2013-2014 after contract settled - 1% increase steps 1-9, 2.25% for step 10

| Step | B | B+30 | M | M+30 | CAGS/2M | D |
|-------|--------|--------|--------|--------|---------|--------|
| 1.00 | 39,489 | 41,033 | 41,961 | 42,568 | 42,939 | 43,220 |
| 2.00 | 42,918 | 44,461 | 45,388 | 45,992 | 46,364 | 46,649 |
| 3.00 | 46,383 | 47,926 | 48,855 | 49,459 | 49,830 | 50,113 |
| 4.00 | 49,850 | 51,391 | 52,319 | 52,924 | 53,297 | 53,581 |
| 5.00 | 53,317 | 54,858 | 55,789 | 56,392 | 56,764 | 57,047 |
| 6.00 | 56,782 | 58,325 | 59,255 | 59,860 | 60,233 | 60,513 |
| 7.00 | 60,250 | 61,794 | 62,720 | 63,325 | 63,698 | 63,980 |
| 8.00 | 63,717 | 65,259 | 66,187 | 66,790 | 66,768 | 67,446 |
| 9.00 | 68,618 | 70,161 | 71,089 | 71,692 | 72,066 | 72,347 |
| 10.00 | 75,465 | 77,164 | 78,185 | 78,850 | 79,260 | 79,570 |

2014-2015 * 2% all steps

| Step | B | B+30 | M | M+30 | CAGS/2M | D |
|-------|--------|--------|--------|--------|---------|--------|
| 1.00 | 40,279 | 41,854 | 42,801 | 43,420 | 43,798 | 44,084 |
| 2.00 | 43,776 | 45,350 | 46,296 | 46,912 | 47,291 | 47,582 |
| 3.00 | 47,311 | 48,884 | 49,832 | 50,448 | 50,827 | 51,115 |
| 4.00 | 50,847 | 52,419 | 53,365 | 53,982 | 54,363 | 54,652 |
| 5.00 | 54,383 | 55,955 | 56,905 | 57,520 | 57,899 | 58,188 |
| 6.00 | 57,918 | 59,492 | 60,440 | 61,057 | 61,438 | 61,723 |
| 7.00 | 61,455 | 63,030 | 63,974 | 64,591 | 64,972 | 65,260 |
| 8.00 | 64,991 | 66,564 | 67,511 | 68,126 | 68,103 | 68,795 |
| 9.00 | 69,991 | 71,564 | 72,511 | 73,126 | 73,507 | 73,794 |
| 10.00 | 76,974 | 78,707 | 79,749 | 80,427 | 80,845 | 81,161 |

2015-2016 * 2.5% all steps

| Step | B | B+30 | M | M+30 | CAGS/2M | D |
|-------|--------|--------|--------|--------|---------|--------|
| 1.00 | 41,286 | 42,900 | 43,871 | 44,505 | 44,893 | 45,186 |
| 2.00 | 44,871 | 46,484 | 47,454 | 48,085 | 48,474 | 48,771 |
| 3.00 | 48,494 | 50,106 | 51,078 | 51,709 | 52,098 | 52,393 |
| 4.00 | 52,118 | 53,729 | 54,700 | 55,332 | 55,722 | 56,018 |
| 5.00 | 55,743 | 57,354 | 58,328 | 58,958 | 59,347 | 59,642 |
| 6.00 | 59,366 | 60,979 | 61,951 | 62,583 | 62,974 | 63,266 |
| 7.00 | 62,991 | 64,605 | 65,574 | 66,206 | 66,596 | 66,892 |
| 8.00 | 66,616 | 68,228 | 69,199 | 69,829 | 69,806 | 70,515 |
| 9.00 | 71,741 | 73,353 | 74,323 | 74,954 | 75,345 | 75,639 |
| 10.00 | 78,898 | 80,675 | 81,743 | 82,438 | 82,866 | 83,190 |

A-2 **Advanced Increments**

To be placed upon the M+30 scale a teacher must have received a Master's Degree and thirty (30) hours of credit for graduate courses taken after receipt of the Master's Degree and approved by the Superintendent of Schools.

A-3 **Salary Payment**

Teachers will be able to choose between a twenty-one (21) equal installment pay period which shall be paid every two (2) weeks throughout the school year, and a twenty-six (26) equal installment pay period which will be paid every two (2) weeks, starting on the same date as the first payment for the twenty-one (21) equal installments plus an additional five (5) payments over the course of the summer.

A-4 **Reimbursement for Graduate Courses**

A-4.1 The School Committee shall reimburse teachers for the cost of tuition and required textbooks and a twenty-five dollar (\$25.00) travel allowance for each graduate course (not to exceed two (2) per semester and/or summer session) taken in pursuit of a graduate degree related to education.

A-4.2 The School Committee shall have the discretion to reimburse teachers for the cost of tuition and required textbooks and a twenty-five dollar (\$25.00) travel allowance for other graduate or undergraduate courses (not to exceed two [2] per semester and/or summer session) approved by the Superintendent in advance, which enhance the teacher's professional development and ability to teach students within the system. To qualify for reimbursement, a teacher must submit a proposal in writing describing the courses and their relationship to his or her professional development and ability to teach students. Approval or disapproval will be given within ten (10) days of receipt of the proposal and approval will not be unreasonably withheld.

A-4.3 All textbooks for which reimbursement is received must be turned over to the library in the school in which the teacher works.

A-4.4 The foregoing notwithstanding, total expenditures for the foregoing may not exceed thirty five thousand dollars (\$35,000) in any one fiscal year July 1st to June 30th.
No reimbursement will be received for a course in which a grade "B" or better is not received.
Teachers shall be eligible to receive payment for one (1) course per semester. Any tuition reimbursement monies which are not allocated in any one fiscal year shall be added to the next fiscal year's allotment.

A-5 **Notification of Benefits**

By October 1, the School Department shall forward by electronic means to each teacher a statement indicating the teacher's basic salary, payment for advanced

increments, any basic above-scheduled salary payment, and any other payment authorized under the Contract. Also included will be the number of sick days the teacher has accumulated. All shall be itemized separately.

A-6 **Early Retirement Plan**

A-6.1 **Eligibility:**

Any teacher in the East Greenwich School System who wishes to take advantage of the RETIREMENT INCENTIVE PLAN may do so, provided that the following eligibility criteria have been satisfied:

- A-6.1.1 The teacher has been employed by the East Greenwich School System for a minimum of twenty (20) years.
- A-6.1.2 The teacher has met all requirements of the Employee Retirement System of Rhode Island to be eligible to collect retirement benefits under its plan.
- A-6.1.3 The teacher has notified the Superintendent of Schools, in writing, of his/her intention to retire, during the month of January of the school year in which he/she is contemplating retirement.
- A-6.1.4 The Superintendent of Schools has responded, in writing, that the Early Retirement Incentive, has been approved by the School Committee by March 15th, which approval will not be unreasonably withheld.
- A-6.1.5 The teacher notifies the Superintendent of Schools, in writing, by April 1st of his/her final decision to retire at the end of the current school year, which decision shall be irrevocable.

A-6.2 **Benefits**

The retiring teacher shall receive the following benefits as part of the Retirement Incentive Plan:

- A-6.2.1 Incentive Remuneration - An amount equal to the product of five hundred dollars (\$500.00) and a number to be determined by subtracting the teacher's age as of the effective date, July 1st, in the year of retirement, from seventy (70). (For example, a teacher retiring at age fifty-eight [58] would be eligible for an incentive remuneration payment in the amount of six thousand dollars (\$6,000) i.e., (seventy [70] - fifty-eight [58] x five hundred dollars [\$500] = six thousand dollars [\$6,000].) This remuneration shall be paid in one (1) of three (3) payment options, as directed by the retiring teacher as follows:
 - a. One hundred percent (100%) of the amount due on or before July 15th of the year of retirement.

- b. Fifty percent (50%) of the amount due on or before July 15th of the year of retirement and the remaining fifty percent (50%) on or before the following January 15th, or
- c. One hundred percent (100%) of the amount due after January 1st, but not later than January 15th of the year following retirement. Incentive remuneration payments shall be subject to all withholding and other taxes in existence as of the effective date of retirement.

A-6.3 **Additional Fringe Benefits**

- A-6.3.1 For two (2) years following the teacher's effective date of retirement, all Appendix D benefits in effect as stated in the Contract between the East Greenwich School Committee and the East Greenwich Education Association shall be provided to the retiring teacher, at the same cost as provided to active teachers, to the extent that those fringe benefits are legally available to a retiring individual when all facts such as age, etc., are considered. It is understood that in the event the retiring teacher accepts other employment following retirement whereby fringe benefits are provided by another employer, the obligation of the East Greenwich School Department to provide these benefits will immediately cease and will not be further required, regardless of the retiring teacher's future employment status.
- A-6.3.2 Upon expiration of the two (2) year period identified in A.7.3.1 above, the retired teacher shall have the option to purchase, at the rate than being paid by the East Greenwich School System, any of the Appendix D benefits he/she is eligible for, provided that:
 - a. Written notice of his/her intent to purchase same shall be given to the Superintendent of Schools not later than March 31st of the second year following retirement.
 - b. The benefit in question is legally available for purchase by a retired employee, as determined by the carrier or underwriter in question.
 - c. Payments are made when due, for periods determined by the carrier or underwriter in question.

A-6.4 **Death of a Retiree**

- A-6.4.1 In the event of the death of a retiring teacher prior to the receipt of any or all of the Incentive Remuneration, any unpaid balance shall be paid to the estate of the deceased retiree, in the manner of payment elected.

APPENDIX B
BASIC ABOVE SCHEDULED PAYMENTS

The parties agree to form a committee for the purpose of investigating, formulating and evaluating a new compensation schedule for all Appendix B positions. The committee shall be constituted on or before October 1, 2014 and shall be comprised of eight (8) members – four (4) selected by the Association President and four (4) selected by the Superintendent or his designee. Any recommendations made by the evaluation committee shall be presented to the full membership and the School Committee by February 1, 2015 in an effort to implement the recommendation for the school budget fiscal year 2016, and shall be subject to ratification by both.

B-1 Remuneration Method

Remuneration shall be based on point values, times .01, times the Schedule B Salary Scale (2003-2004). The step of the salary scale shall be determined by years of responsibility for the particular activity in the East Greenwich School System. The payment will be based on the Schedule B Salary Scale (2003-2004), provided that the tenth (10th) step shall be increased in accordance with the following schedule:

| STEP | Schedule B Salary Scale (2003-2004) |
|-------------|--|
| 1 | \$19306 |
| 2 | \$21123 |
| 3 | \$22941 |
| 4 | \$24758 |
| 5 | \$26576 |
| 6 | \$28393 |
| 7 | \$30211 |
| 8 | \$32028 |
| 9 | \$33846 |
| 10 | \$39496 |

STIPEND

10th STEP INCREASE

| | |
|--------------|-------|
| 3000 & above | \$100 |
| 2000 to 2999 | 75 |
| 1000 to 1999 | 50 |
| 0-999 | 25 |

B-2 Varsity Assistant Coaches

Varsity assistant coaches shall be given .6 of the value points of the head coach rounded out to the next highest one-tenth of a point.

B-3 Point Values Shall Be As Follows:

ATHLETICS - HS

| <u>POSITION</u> | <u>POINTS</u> |
|----------------------------------|---------------|
| Baseball - Head Coach | 11 |
| Baseball - Assistant Coach | 6.6 |
| Basketball - Head Coach (B) | 12 |
| Basketball - Assistant Coach (B) | 7.2 |
| Basketball - Freshman Coach (B) | 7 |
| Basketball - Head Coach (G) | 12 |
| Basketball - Assistant Coach (G) | 7.2 |
| Cross Country (B,G) | 7 |
| Field Hockey - Head Coach | 11 |
| Field Hockey - Assistant Coach | 6.6 |
| Football - Head Coach | 12 |
| Football - Assistant Coach | 7.2 |
| Golf (Coed) | 6 |
| Gymnastics (G) | 8 |
| Hockey - Head Coach | 11 |
| Hockey - Assistant Coach | 6.6 |
| Soccer - Head Coach (B) | 11 |
| Soccer - Assistant Coach (B) | 6.6 |
| Soccer - Head Coach (G) | 11 |
| Soccer - Assistant Coach (G) | 6.6 |
| Softball - Head Coach | 9 |
| Softball - Assistant Coach | 5.4 |
| Tennis (B,G) | 8 |
| Track - Head Coach (B,G) | 10 |
| Track - Assistant Coach (B,G) | 6 |
| Volleyball - Head Coach (G) | 8 |
| Volleyball - Assistant Coach (G) | 4.8 |
| Volleyball - Head Coach (B) | 8 |
| Volleyball - Assistant Coach (B) | 4.8 |
| Winter Track - Head Coach (G) | 9 |
| Wrestling - Head Coach | 12 |
| Wrestling - Assistant Coach | 7.2 |

ADVISORS - HS

| <u>POSITION</u> | <u>POINTS</u> |
|-------------------------------|---------------|
| Academic Decathlon | 6 |
| Band | 12 |
| Cheerleaders - Varsity | 5 |
| Cheerleaders - Junior Varsity | 3 |

| | |
|---------------------------|-----|
| Class Advisor - Freshman | 2 |
| Class Advisor - Sophomore | 2 |
| Class Advisor - Junior | 3 |
| Class Advisor - Senior | 4 |
| Drama | 11 |
| Drama Assistant | 6.6 |
| Newspaper | 6 |
| Student Council | 11 |
| Yearbook | 12 |

INTRAMURAL

Appointments to these positions are subject to a sufficient number of student participants.

| <u>POSITION</u> | <u>POINTS</u> |
|-----------------------|---------------|
| Basketball (B) | 5 |
| Basketball (G) | 5 |
| Coed HS | 6 |
| JHS Coordinator (B) | 6 |
| JHS Coordinator (G) | 6 |
| Elementary | 6 |
| Field Hockey | 5 |
| Flag Football (Gr. 7) | 5 |
| Flag Football (Gr. 8) | 5 |
| Gymnastics | 5 |
| Soccer (B) | 5 |
| Soccer (G) | 5 |
| Softball (B) | 5 |
| Softball (G) | 5 |
| Tennis (Coed) | 5 |
| Volleyball | 5 |
| Wrestling | 5 |

ATHLETICS - JHS

| <u>POSITION</u> | <u>POINTS</u> |
|------------------|---------------|
| Baseball | 7 |
| Basketball (B,G) | 7 |
| Cross Country | 6 |
| Softball | 7 |
| Soccer (B,G) | 7 |

ADVISORS - JHS

| <u>POSITION</u> | <u>POINTS</u> |
|-----------------|---------------|
|-----------------|---------------|

| | |
|-----------------|---|
| Band | 8 |
| Drama | 3 |
| Cheerleaders | 4 |
| Newspaper | 4 |
| Student Council | 8 |
| Yearbook | 6 |

ADVISORS - ELEMENTARY

| | |
|----------------------|---|
| Elementary Band | 5 |
| Elementary Orchestra | 5 |

- B-4 Adjustments in point evaluations for any positions in Appendix B shall be made through negotiation between the Superintendent and the President of the Association. For additional coaching responsibilities, refer to Memorandum of Agreement 8 on page 58.
- B-5 Whenever a vacancy occurs in extra-curricular or co-curricular positions a notice will be posted in each school, setting forth the description, the qualifications, and the point compensation. Whenever new positions are created the point compensation shall be negotiated by EGEA negotiating team and the School Committee.

**APPENDIX C
SALARY SCHEDULE
DETENTION
DEPARTMENT HEADS**

- C-1 Payment for detention will be 1/6 of the assigned teacher's daily pay per session. In no case shall compensation exceed twenty-five dollars (\$25.00) per session.
- C-2 Payment for Department Heads (grades 6-12) will be twelve percent (12%) of the maximum step of the teachers' basic salary scale.

Paid Committees:

C-3 2013-2016

The following Committees will be paid:

| | |
|-------------------|--------------|
| RTI | \$30.00/hour |
| Math Center | \$30.00/hour |
| SIT | \$30.00/hour |
| Special Education | \$35.00/hour |
| Detention Duty | \$30.00/hour |

| | |
|---------------|--------------|
| Curriculum | \$30.00/hour |
| Home Tutoring | \$30.00/hour |

APPENDIX D
HEALTH INSURANCE

D-1 All employees covered by this Agreement shall be eligible to receive the following medical and dental coverages as specified in the current medical and dental benefits summary attached hereto as Exhibit A.

The Committee and the Association agree to establish a joint subcommittee to study and examine the feasibility of establishing a tax-sheltered HSA or HRA during the term of this Agreement, with co-chairs selected by the Superintendent of Schools and the Co-Presidents of the E.G.E.A.

Teachers who are covered by health and dental insurance shall contribute to the cost of health and dental coverages on a pre-tax basis through payroll deductions as follows, for either family or individual, as appropriate:

| | | |
|-------------------------|-------------------------|-------------------------|
| <u>2013-2014</u> | <u>2014-2015</u> | <u>2015-2016</u> |
| 18% | 19% | 20% |

D-2 **Term Life Insurance**

The School Committee shall provide thirty thousand dollars (\$30,000) Term Life Insurance, double indemnity, for all teachers.

D-3 **Delta Dental**

Family Plan Delta Dental insurance shall be provided for all teachers who are eligible for family coverage under Blue Cross regulations; all teachers covered by this Agreement shall be provided family or individual coverage under Delta Dental Plan 103 (Level IV).

D-4 **Medical Emergency Rider Insurance**

Medical Emergency Rider insurance for the doctor shall be provided for all teachers.

D-5 **Mental Health Rider Insurance**

Mental Health Rider insurance shall be provided for all teachers.

D-6 Student Coverage shall be the maximum mandated under the Afforded Care Act, as amended and shall be provided to all teachers.

- D-7 In lieu of those benefits provided for in D-1 of this Article, the Committee shall, at the option of the individuals, provide all of those benefits of a HMO program. If the cost of the HMO program is higher than the cost of the benefits provided in D-1, the individual will pay the difference via payroll deduction. Individual may elect Blue Cross, Health Mate under the same conditions.
- D-8 During the fourth (4th) week in August preceding the start of the school year, teachers who are eligible pursuant to the terms of this Agreement for fully paid individual or family coverage will be permitted to waive such coverage by filing a written waiver with the Superintendent.

Teachers who are eligible to waive health and dental coverage under the provisions of this Appendix D-8 shall receive a bonus of four thousand three hundred seventy five (\$4,375.00) annually in two (2) equal checks for those waiving family plan, and one thousand eight hundred seventy five (\$1,875.00) in two (2) equal checks for those waving individual plan.

To terminate a waiver, written notice of termination must be given to the Superintendent. Termination will be effective on the anniversary of the plan following notice of termination except in emergency circumstances, in which case their termination will be effective immediately with an appropriate reduction in bonus. If a teacher leaves the system before the end of a school year, he or she will receive a prorated bonus with the final paycheck.

APPENDIX E
TRAVEL REIMBURSEMENT

- E-1 The rate of compensation shall be the amount permitted under the IRS regulations.

APPENDIX F
DEDUCTIONS

- F-1 The Committee agrees to deduct from the salaries of employees in the negotiating unit dues for the East Greenwich Education Association, National Education Association Rhode Island, and the National Education Association as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the East Greenwich Education Association.
- F-2 It is recognized that the negotiating and administration of this Agreement entails expenses which are appropriately shared by all teachers who are beneficiaries of said Agreement. To this end, teachers who are not members of the Association shall, as a condition of employment, authorize a deduction for payment of an agency service fee not to exceed the dues of the East Greenwich Education Association, National Education Association Rhode Island, and National Education Association. This fee shall be deducted through payroll deductions in the same manner as dues.
- F-3 The Committee agrees to deduct from salaries of its employees monies for tax-sheltered annuities and U. S. Saving Bonds, requested by employees, and to transmit monies promptly to the appropriate agency.
- F-4 The Committee agrees to deduct from the salaries of its employees monies transmitted to a credit union designated by the Association.

APPENDIX G
SCHOOL RECONFIGURATION

In the event that during the term of this Agreement elementary schools are "paired", all teaching positions in the elementary schools will be considered vacant and shall be filled in accordance with the terms of this Agreement.

MEMORANDUM OF AGREEMENT
BETWEEN THE
EAST GREENWICH EDUCATION ASSOCIATION
AND THE
EAST GREENWICH SCHOOL COMMITTEE

The East Greenwich School Committee and the East Greenwich Education Association enter into this Memorandum of Agreement.

RE: Chorus Director

The parties agree:

1. The position of Chorus Director will be created at East Greenwich High School.
2. The position will be posted and filled in accordance with the Teachers' Collective Bargaining Agreement.
3. The stipend will be determined by the formula in Appendix B of the CBA.
4. This agreement shall not constitute a practice or establish a precedent between the parties.

NAME

East Greenwich School Committee
June 13, 2001

ROGER F. FERLAND

East Greenwich Education Association
June 12, 2001

Exhibit A

Understanding Your Benefits

Deductibles

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

*\$0 per individual plan;
\$0 per family plan
in network*

*\$200 per individual plan;
\$600 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.

*\$3,000 per individual plan;
\$9,000 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.

* 3 family members must meet the individual amount.

| What's Covered | What You Pay |
|--|---|
| Preventive Care | \$0 in network |
| ▪ Adult preventive care | \$10 plus 20% per visit after deductible out of network |
| ▪ Child preventive care | \$0 in network |
| ▪ Immunizations | 20% per visit after deductible out of network |
| ▪ Preventive and diagnostic lab, X-ray, and imaging | |
| Primary Care Office Visits | \$10 per visit in network |
| ▪ Adult primary care | \$10 plus 20% per visit after deductible out of network |
| ▪ Adult gynecological exam | |
| ▪ Pediatric primary care | |
| Specialist Office Visits | \$10 per visit in network |
| ▪ Specialty care | \$10 plus 20% per visit after deductible out of network |
| ▪ Chiropractic (limit 12 visits per year) | |
| ▪ Routine eye exam (limit 1 visit per year) | |
| ▪ Allergy and Dermatology | \$15 per visit in network |
| | \$15 plus 20% per visit after deductible out of network |
| Outpatient Services | |
| ▪ Medical/surgical care | 0% per visit in network |
| ▪ High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET) | 20% per visit after deductible out of network |
| Inpatient Services | |
| ▪ Acute care | 0% per visit in network |
| ▪ Maternity | 20% per visit after deductible out of network |
| ▪ Mental health | |
| ▪ Chemical dependency | |
| ▪ Rehabilitation (limit 45 days per year) | |
| Emergency Services | \$100 per visit in network |
| ▪ Hospital emergency care | \$100 per visit out of network |
| | \$50 per occurrence in network |
| Ambulance | \$50 per occurrence out of network |

Urgent Care Center

\$10 per visit in network
 \$10 plus 20% per visit after deductible out of network

Durable Medical Equipment

20% per occurrence in network
 20% per occurrence after deductible out of network

Physical/Occupational Therapy

- Physical therapy
- Occupational therapy
- Speech therapy

20% per visit in network
 20% per visit after deductible out of network

Prescription Drugs

\$5-Tier 1; \$15-Tier 2; \$30-Tier 3; \$30-Tier 4

Beyond Benefits

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

Manage your plan:

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

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365sm wellness information and discount program.



Need help?

Call Customer Service:

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

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



www.bcbsri.com

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

08/13 CUST-13757

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

EAST GREENWICH SCHOOL DEPARTMENT

Exhibit A

Product Name: Delta Dental PPO/Delta Dental Premier
Plan Type: National Coverage

The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. These benefits are listed according to the level of coverage (i.e. 100%,80%) . Your group number is **5858-0801**. Coverage for benefits with time limitations (i.e. 6,12,24,36 or 60 months) is calculated to the exact day.

The annual maximum is: \$1,200.00 per member per calendar year
The annual deductible is: \$0.00
The maximum lifetime cap: Unlimited

Pretreatment estimates are recommended for underlined procedures.

Plan pays 100%; Member Coinsurance 0%

- Oral exam - once per calendar year performed by a general dentist
- Cleaning - twice per calendar year
- Fluoride treatment - for children under age 19 once per calendar year
- Bitewing x-rays - one set per calendar year
- Complete x-ray series or panoramic film once every 36 months
- Single x-rays as required
- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings. 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.
- Space maintainers once every 60 months for lost deciduous (baby) teeth
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasing or relining of partial or complete dentures once every 60 months
- Crowns over natural teeth, build ups, posts and cores - replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50%

- Periodontal maintenance following active therapy - two per year
- Bridges, build ups, posts and cores, crowns over implants - replacement limited to once every 60 months
- Partial and complete dentures - replacement limited to once every 60 months
- Root planing and scaling once per quadrant every 24 months.
- Osseous (bone) surgery once per quadrant every 24 months (bone grafts are not covered).
- Gingivectomies once per site every 24 months.
- Soft tissue grafts once per site every 60 months
- Crown lengthening once per site every 60 months

Orthodontics:

Plan pays 50%; Member Coinsurance 50%

- Braces and related services for dependent children under the age of 19

Lifetime maximum (orthodontics only) is \$1,200.00

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

Dependent children who are full-time students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

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.