## **AGREEMENT**

### **BETWEEN**

## THE FOSTER-GLOCESTER REGIONAL

### SCHOOL COMMITTEE

AND

**NEA-PONAGANSET** 

2011-2014

## ARTICLE I GENERAL

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in conflict with its provisions, and that any previously adopted policy, rule, or regulation in conflict shall be superseded by the appropriate provisions of the Agreement.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

before start of school shall be excused from the time after school. The District may increase the student day by ten (10) minutes without increasing the teacher's work day.

- 2. The School Committee may schedule classes outside of the normal school day provided the teacher accepts the assignment and the Association has no objection. Terms and conditions of such assignments will be negotiated on a case by case basis.
- 3. All teachers who perform curriculum work or engage in staff development before or after the contractual school work day shall be compensated at the hourly rate of \$30.

All teachers will be given equal opportunity to participate voluntarily in the areas of curriculum work or staff development. However, seniority by building shall be the basis for awarding such work if there are more volunteers than available work or funding.

#### B. Work Year

#### 1. Number of work days:

- a. For the 2011-2012 school year the work year for teachers covered by the classroom teachers' salary schedule shall begin not more than one (1) day prior to the opening of school in September and terminate not more than one (1) day after the close of school in June. In no event shall it exceed one hundred eighty (180) teaching days. The district may provide professional development on the first and last day of the school year. The district agrees that it will provide 1.5 hours on each day (first and last day) for set-up and breakdown of the classrooms.
- b. Commencing the 2012-2013 school year, the work year for teachers covered by the classroom teachers' salary schedule shall consist of one hundred and eighty-three (183) days, of which no more than one hundred eighty (180) days shall be teaching days. The work year shall begin not more than one (1) day prior to the opening of school in August or September and terminate not more than one (1) day after the close of school in June. The District agrees that it will provide 1.5 hours on the first and last day for setup and breakdown of the classrooms. Notwithstanding the foregoing, the per diem rate for teachers shall be calculated at 1/180.
- c. Commencing the 2013-2014 school year, the work year for teachers covered by the classroom teachers' salary schedule shall consist of one hundred and eighty-four (184) days, of which no more than one hundred eighty (180) days shall be teaching days. The work year shall begin not more than two (2) days prior to the opening of school in August or September and terminate not more than one (1) day after the close of school in June. One (1) non-teaching day shall be used for the purpose of senior exhibition. The District agrees that it will provide 1.5 hours

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

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

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

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

<u>Expectation Five</u>: Results will elucidate areas where future instructional experiences require modification.

#### D. Lunch Periods

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

#### E. Preparation Periods

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

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

F. In the event of the absence of a member of the certified staff and if no certified substitute is available, an additional class may be assigned compensated at the rate of one-fifth (1/5) of the substitute's daily rate. (Such payment will be made in a separate check \* at or near the end of each academic semester.)

- a. Specific Department Head responsibilities will be as listed in the existing Job Description used in the district as determined by the Administration.
- b. Candidates must have served in the department and have a minimum of three (3) years within the district (except in instances where there is no one in the subject area with three (3) years experience.
- c. Masters degree preferred.
- d. Commencing July 1, 2011, all Department Heads shall serve a three (3) year term, with the first year as a probationary period. Any Department Head in his/her probationary year who does not receive notice by June 1 that his/her term as chair is terminated shall continue as chair for an additional (2) years. Any Department Head not in his or her probationary year must receive notice by June 1 in the third year of his/her term if said term as chair is to terminate on July 1 of the same year. If notice is not received by June 1, said chair shall continue in the position for an additional three year term.
- e. The Department Head will be responsible for articulating with the Middle School Coordinators of their related disciplines.
- f. Department Heads will be evaluated annually.
- g. All Department Heads shall have amended assigned class schedules; four (4) classes per day plus one preparation period per day.
- 5. The School Committee agrees to placing the existing coordinator positions into Appendix A.\*

Instructional Technology Coordinator
Middle School Math Instructional Coordinator
Middle School Language Arts Instructional Coordinator
Middle School Social Studies Instructional Coordinator
Middle School Science Instructional Coordinator
Portfolio Coordinator
Senior Exhibition Coordinator
Virtual High School Coordinator

\* These positions will be applied for annually.

#### I. Subject Matter Assignments

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

This notification shall be made as soon as practicable, but in any case, not later than ten (10) school days prior to the last school day of that school year. In the event of a resignation, death, emergency or promotion during the months of May through August, such assignments may be changed as required to meet the situation, and notification shall be made to any teacher concerned as soon as such a decision is made and can be communicated to the teacher affected.

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

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

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

H. Neither the Budget Preparers nor the Curriculum Facilitators will be relieved from any school responsibilities and the compensation paid herein is compensation paid for after school duties.

### ARTICLE VI TEACHER FACILITIES

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

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

### ARTICLE VII STUDENT LOADS

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

- A. English teachers having any classes in Grades nine (9) through twelve (12)
  - 1. For the 2011-2012 school year -110 pupils
  - 2. For the 2012-2013 school year 120 pupils
  - 3. Thereafter 125 pupils
- B. All others one hundred twenty-five (125) pupils.

certified personnel in the specified areas will be on duty the entire school day except for a lunch period. These responsibilities shall not, however, preclude the amenity of a brief respite from their duties. Such personnel shall not be assigned any supervisory duties on a regular basis during the school day.

- B. Because of the unique nature of the vocational agricultural teaching curriculum, these teachers will, also be on duty the entire school day except for a lunch period.
- C. The School Committee agrees to exert every effort to see that the Library facilities will be used primarily as a Library Resource Center.
- D. Furthermore, Audio-visual Directors at Ponaganset High School and Middle School shall be assigned no more than three (3) and four (4) classes per day respectively. Both Audio Visual Directors will be responsible for submitting quarterly reports.

## ARTICLE X ADULT EDUCATION

- A. Whenever an adult Education program is in effect, the terms and conditions of employment therein shall immediately be a matter of negotiations. Salaries and conditions of employment in the Adult Education program will be a matter of negotiations only for those teachers employed as regular classroom teachers in the Foster-Glocester Regional School District. No Adult Education course can be used for any High School graduation credit.
- B. All adult education positions shall be posted in the regular manner as outlined in Article IV and V. Qualifications being equal, teachers in the Foster-Glocester School System will be given preference.

Teachers in classrooms which will be used for adult education will be notified one (1) week prior to the start of adult education classes.

## ARTICLE XI PROTECTION

- A. All teachers shall immediately report to their Principal in writing all cases of assault and/or injury suffered by them in connection with their employment.
- B. Such report shall be forwarded through the Superintendent to the Committee which shall comply with a reasonable request from the teacher for information in its possession not privileged under law which relates to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to defend him/her in such proceedings. If the Committee does not provide such counsel and the teacher prevails in the proceedings,

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

#### B. Sick Bank

- 1. A Sick Bank shall be established by the teachers. Said Sick Bank initially shall be formed by those teachers volunteering to participate. Said teachers shall contribute three (3) days upon the effective date of this Agreement. Any teacher who has not used more than three (3) days sick leave in the preceding year, the School Committee will contribute half (1/2) of the agreed to days. The contributed days will not exceed two (2) full days. Non contribution by the School Committee does not preclude the member from benefiting from the Sick Bank.
- 2. Thereafter, teachers who volunteer to participate in the Sick Bank shall contribute two (2) days per year. Said contribution of days shall be made within ten (10) days of the beginning of the school year. The Association President, at this time, shall provide the Superintendent with a list of all participants and days to be deducted. Notices of any subsequent changes in participants and/or days to be deducted shall be made in the same manner.
- 3. Extended sick leave for employees shall begin on the thirty-first (31st) consecutive work day or for those who do not have thirty (30) sick days extended sick leave shall begin at expiration of all accumulated sick days. During the retirement year no teacher will be forced to deplete his/her sick leave to a point below sixty (60) sick days.
- 4. Prolonged major illness shall be defined as a serious or dangerous sickness, disease, or accident requiring the extended absence or accident requiring the extended absence of thirty (30) days or more duration documented by adequate medical evidence. Members with less than thirty (30) sick days will be protected by item three (3). Only extenuating circumstances in pregnancies will follow the thirty (30) sick day policy before using the Sick Bank. Requested parental leaves are excluded from this Article.

#### C. Emergency Leave

Each teacher shall be entitled to two (2) days non-accumulative emergency leave of absence with pay each year for legal, business, household or family matters of a demonstrated emergency nature which requires absence during school hours. Application for such leave shall be made to the Superintendent via the Principal as far in advance as practicable and ordinarily at least forty-eight (48) hours. This day is to be charged to unused sick leave.

#### D. Personal Leave

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

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

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

#### F. Leave Without Pay

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

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

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

#### I. <u>Death In Family</u>

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

#### J. Jury Duty

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

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

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

#### L. Credit for Military Service

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

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

## ARTICLE XIII HEALTH, DENTAL, AND LIFE INSURANCE

#### A. Insurance

The School Committee shall provide for all teachers a term life insurance policy of twenty five thousand dollars (\$25,000), at a premium rate of not more than one hundred twenty-five (\$125) dollars per teacher per year. If the premium rate is more than one hundred twenty-five (\$125) dollars per teacher per year, the teachers agree to pay the difference in premium. The Business Manager will notify the President of the Association the amount of increase when the information is available to him/her. The policy would contain the following provisions.

- 1. Level term to age 65.
- 2. Reduce to half (1/2) benefit from 65-70.
- 3. Conversion possibility upon leaving system.
- 4. Twenty-four (24) hour coverage.

elect to receive unemployment compensation for that between term period, shall be reimbursed the costs of the medical and dental coverage. New employees shall have their health insurance co-payments pro-rated from the date of hire through June 30.

- 4. Employees who are eligible for medical and dental insurance and choose not to receive coverage shall receive a payment as follows:
  - a. 2011-12, Two Thousand Five Hundred Dollars (\$2,500.00).
  - b. 2012-13, Two Thousand Two Hundred Fifty Dollars (\$2,250.00).
  - c. 2013-14, Two Thousand Dollars (\$2,000.00).

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

#### D. <u>Part-Time Teachers</u>

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

#### E. <u>Use Of Personal Auto</u>

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

#### F. Insurance For Coaches

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

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

D. Upon receipt of a written request, the teacher shall be furnished a single reproduction of any material in his/her file, excluding confidential Place Office Material and job references obtained in the process of evaluating the teacher for employment.

### ARTICLE XVI GRIEVANCE PROCEDURE

#### A. Definitions

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

#### B. Purpose

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

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

#### C. Time Limits

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

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

#### D. <u>Procedure</u>

#### 1. Level One

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

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

#### E. Arbitration

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

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

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

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

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

#### F. General

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

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

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

### ARTICLE XVII SALARIES

- A. The salaries of all persons covered by the Agreement are set forth in Appendix A which is attached hereto and made a part hereof subject to the provisions in Article XXI.
- B. Teachers shall be permitted to choose which of the following payment schedules they individually desire. Such choice shall be binding on the individual selecting it for one (1) year and shall be made or changed only by written application to the Superintendent not

- 3. Amounts so deducted shall be transmitted to National Education Association/Ponaganset when deducted.
- B. At a teacher's request, deductions shall be made for the following from his/her salary at the appropriate time for a period of no less than one (1) year:
  - 1. United States Savings Bonds
  - 2. Tax Sheltered Annuities

No new company will be permitted to offer tax sheltered annuities to members of the bargaining unit and obtain a payroll deduction until they have at least six (6) members of the bargaining unit enrolled.

- 3. United Fund
- 4. NEARI Children's Fund
- C. Any teacher who is not a member of National Education Association/Ponaganset,
  National Education Association Rhode Island, and National Education Association shall
  have deducted from his/her salary an agency fee in the amount of the membership fee for
  such from his/her salary in accordance with A.2 above.

## ARTICLE XIX TEACHER REPRESENTATION RIGHTS

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

D. For the purpose of all Articles in this Contract in which seniority is mentioned, it shall be defined as above.

## ARTICLE XXII EARLY RETIREMENT INCENTIVE PROGRAM

- A. Except as limited herein a member of the bargaining unit who has served on the Foster-Glocester Regional School District for at least ten (10) years shall be eligible to receive the medical benefits of this Article provided that the teacher is eligible and enters early retirement on either Social Security or the state Teachers' Retirement System.
- B. Said member shall notify the Committee of their intent to retire by January 1st during his/her last year of their service. Any member who fails to so notify the Committee of his/her intent to retire by January 1st, shall not be entitled to the medical coverage provided in Section C herein, or payment for accumulated sick leave provided Section D herein.
- C. A member of the bargaining unit shall receive individual medical benefits until the first of the following occurrences:
  - 1. receipt of medical insurance from any other source;
  - 2. eligibility for Federal Medicare, Medicaid, or comparable medical;
  - 3. age 65;
  - 4. death.

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

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

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

- 3. All laid off teachers so covered by this Article shall have the option of retaining all health, dental and insurance benefits (provided for by this Agreement) during the period of his/her termination provided they pre-pay the monthly cost of said benefits to the Foster-Glocester School District by the first of each month.
- 4. A laid off teacher so covered by this Article shall be entitled to the rights of this Article for a period of three (3) years from the date that the lay-off became effective.
- 5. It is the responsibility of all teachers on a recall list to keep the Superintendent notified of their latest address where communications can be forwarded and of current certifications.
- B. Those teachers on the lay off list shall be recalled to fill any existing vacancies prior to any requests for voluntary transfers being honored.
  - 1. A two (2) week posting will occur if no one on recall is certified for a position or opening or no one has notified the Superintendent as set forth in A-2 above.
- C. Time spent on recall will not apply towards Step increment or tenure.

## ARTICLE XXIV OPTIONAL ENROLLMENT

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

Effective July 1, 2000 new members to the bargaining unit shall have the option of enrolling their children in the Foster/Glocester School System at a tuition rate that is (1/2) the per pupil cost. The payment of this tuition will be made in two (2) equal amounts with each payment due at the beginning of each semester. Per pupil cost will be disclosed to the Association President and Negotiation Chairperson by June 1<sup>st</sup> of the year previous to enrollment.

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

# APPENDIX A SALARY SCHEDULE

Steps	2010-2011	2011-2012	2012-2013	2013-2014
1	\$35,179	\$35,179	\$35,179	\$35,179
2	\$38,128	\$38,128	\$38,128	\$38,128
3 .	\$41,419	\$41,419	\$41,419	\$41,419
4	\$44,707	\$44,707	\$44,707	\$44,707
5	\$47,999	\$47,999	\$47,999	\$47,999
6	\$51,291	\$51,291	\$51,291	\$51,291
7	\$54,579	\$54,579	\$54,579	\$54,579
8	\$57,870	\$57,870	\$57,870	\$57,870
9	\$61,163	\$61,163	\$61,163	\$61,163
10	\$68,492	\$69,177	\$70,560	\$71,972

2011-2014

Department Head \$2,511

Acting Department

Head/\*Instructional Coordinator \$2,200

\*Team Leader \$1,540

\*Will have to apply annually.

## APPENDIX A LONGEVITY

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

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

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

Those teachers who are entering their 11<sup>th</sup> through 17<sup>th</sup> year shall receive \$441.

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

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

#### LONGEVITY LEVEL 25 and over

Those teachers who are entering their 25<sup>th</sup> year or more shall receive \$1219.

### APPENDIX B

DIRECTORS	2011-2014	
Athletic Director	\$6,041	
Music Director	\$5,444	
PHS Guidance Director*	\$5,616	
Adult Education Director	\$4,653	
Summer School Director	\$2,296	
Chapter I Coordinator	AS PER FEDERAL PROGRAM	

<sup>\*</sup> Compensation for time beyond the normal school year would be prorated at a rate commensurate with the regular annual salary for the position.

ATHLETIC COACHES	2011-2014
Football	\$4,150
Assistant Football (2 positions)	\$2,490
Freshman Football	\$2,490
Basket Ball PMS (Boys & Girls)	\$1,495
Basket Ball HS (Boy & Girls)	\$4,150
Assistant Basketball HS (Boys)	\$2,490
Assistant Basketball HS (Girls)	\$2,490
Hockey HS (Head Coach)	\$4,150
Assistant Hockey HS	\$2,490
Baseball HS (Head Coach)	\$4,150
Assistant Baseball HS	\$2,490
Cross Country HS (Boys)	\$2,490
Cross Country HS (Girls)	\$2,490
Cross Country MS (Co-ed)	\$1,495
Indoor Track (Girls)	\$2,490
Spring Track (Boys)	
(Head Coach)	\$4,150
Assistant Track Coach	\$2,490
Spring Track (Girls)	
(Head Coach)	\$4,150
Assistant Track (Girls)	\$2,490
Track (PMS)	\$1,495
Boys Spring Tennis	\$2,490
Girls Fall Tennis	\$2,490
Girls' Volleyball (Head Coach)	\$4,150
Girls' Volleyball (Assistant)	\$2,490
Golf	\$2,490
Wrestling HS - (Head Coach)	\$4,150
Wrestling HS – (Assistant)	\$2,490
Soccer HS (Boys)	\$4,150

Audio-Visual Ponaganset (Middle	
School)	\$1,598
Intramurals - High School (per	
sport)	\$931
Intramurals - Middle School (per	
sport)	\$931
Newspaper Advisor - High School	\$1,336
Newspaper Advisor - Middle	,
School	\$931
Student Council Advisor HS	\$1,336
Student Council Advisor MS	\$1,336
Detention Supervisor High School	\$2,665
Detention Supervisor Middle	
School	\$2,665
Math Team Advisor	\$931
Saturday Detention	\$1,994
Extra Library Hours:	\$0
2 hours/week	. \$806
3 hours/week	\$1,202
4 hours/week	\$1,579