

**EAST PROVIDENCE SCHOOL COMMITTEE AND  
EAST PROVIDENCE EDUCATION ASSOCIATION  
STATEMENT OF PROFESSIONAL RELATIONS**

**PREAMBLE**

The School Committee of the City of East Providence and the East Providence Education Association do hereby agree that the welfare of the children of East Providence is of first consideration in the operation of the schools and will be promoted by both parties. The parties do hereby agree as follows:

**ARTICLE I  
RECOGNITION**

The School Committee of the City of East Providence, hereinafter referred to as the Committee, recognizes that teaching is a profession. The Committee recognizes the East Providence Education Association, hereinafter referred to as the Association, as sole representative of all regularly appointed certified teaching personnel employed, or to be employed, by the Committee with the exception of day-by-day substitutes.

The Association recognizes that the Committee, as the agent of the State of Rhode Island, and as the elected representatives of the City of East Providence, is the employer of the certified personnel of the East Providence School Department.

The purpose of this recognition is the mutual agreement that the parties will confer with regard to matters of common concern.

**ARTICLE II  
PRINCIPLES**

**2.1 Attaining Objectives**

Attainment of objectives of the educational program of the City requires mutual understanding and cooperation among the Committee, the Superintendent and the professional teaching personnel.

To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

**2.2 Dues or Fee Deduction**

All certified teaching personnel shall be given an opportunity to join the East Providence Education Association. Dues or fees shall be deducted from each check in the amount of one-seventeen (1/17) of the annual dues by the School Department if payment in full is not made by the Friday preceding the first pay in November. If a teacher terminates during the year, the balance of the dues or fees will be deducted from the last check.

### **2.3 Agency Fee**

All employees in the bargaining unit who are not members of the Association shall pay an agency fee to the Association. Non-members shall pay an agency fee to the Association in an amount certified annually by the East Providence Education Association and notice of such shall be given to the School Department by October 1<sup>st</sup>. The School Department will not be held liable for dues owed by the member.

The Committee agrees that payment of the agency fee shall constitute a condition of employment for all members of the bargaining unit who are not members of the East Providence Education Association. Members of the bargaining unit shall be notified of their obligation to pay dues or an agency fee to the Association. Each teacher who is not a member of the Association shall be given thirty (30) days to comply.

The Committee agrees to allow teachers who are not members of the Association to have their agency fees deducted from their bi-weekly checks in the same manner accorded Association members above.

The Committee will provide the Association with a separate list of all non-Association members who are on dues deduction.

Newly hired teachers shall be informed of their obligation to pay an agency fee to the Association and that this fee constitutes a condition of employment, and shall be given thirty (30) days to comply with this requirement.

### **2.4 Certified Teaching Personnel**

It is recognized that teaching is a profession which requires specialized qualifications, and that the success of the educational program in the City depends upon the maximum utilization of the abilities of the teachers who are reasonably well satisfied with the hours, salary, working conditions and all other terms and conditions of professional employment.

The members of the East Providence Education Association feel that each member of his/her professional group should give as early notice as possible of his/her intent to leave the employ of the East Providence School Committee. The East Providence Education Association will encourage its members to comply with this ethical procedure.

No teacher will be reprimanded or reduced in rank without just cause.

### **2.5 Teacher Participation**

The Committee, Superintendent and the representatives of the Association shall meet for the purpose of negotiating and reaching mutually satisfactory agreements on salary, welfare provisions and working conditions.

Negotiations shall be conducted under the laws of the State of Rhode Island.

### **3.1 Meetings**

Meetings composed of members of the Association, the Committee and the Superintendent shall be called upon written request of any one of the parties involved, namely: the Association, the Committee and the Superintendent of Schools. Requests for meetings should contain specific statements as to the reason for the requests.

### **3.2 Directing Requests**

Requests from the Association shall be made to the School Committee through the Superintendent of Schools. Requests from the School Committee to the President of the Association shall be made through the Superintendent of Schools. A mutually convenient meeting shall be set within ten (10) days of the request.

### **3.3 General Provisions**

The Committee shall make available to the Association upon request any information, statistics and records which are relevant to negotiations, grievance or necessary for the proper and legitimate enforcement of the terms of the Agreement.

Three (3) copies of the itemized, annual budget shall be delivered to the President of the Association within ten (10) days after approval by the Committee but in no case later than ten (10) days prior to the public hearing.

The President shall be furnished with a copy of the agenda as presented to the press of all School Committee meetings and notices of all special meetings.

On the first and fifteenth of each month the President of the Association shall be sent two (2) copies of any and all vacancies that exist as of that date.

### **3.4 Agreement**

When the participants reach agreement, it will be reduced to a written, signed Contract and become part of the official minutes of the Committee and of the Association. The contract shall be printed as soon as possible by a Union printer. The cost of the printing shall be shared equally by the School Committee and the Association. The Association will put the Contract out to bid and, if necessary, agrees to pay the difference between the low bid and the low Union bid.

No agreement shall discriminate against any member of the teaching staff because of membership or non-membership in any teacher organization.

Nothing in this Agreement shall be in violation of the provisions of the laws of the State of Rhode Island.

### **3.5 Conformity to Law and Saving Clause**

If any provision of this Agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be

determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

## **ARTICLE IV** **SALARIES**

### **4.1 Salary Schedules**

Salary Schedules are listed under Appendix A.

### **4.2 Method of Paying Salaries**

The basic salary schedule for certified personnel in the East Providence Public Schools shall be a single salary schedule that is equal pay for equal work. Pay checks shall be dated for the date that checks are distributed.

4.2.1 The basic salary schedule for certified personnel in the East Providence Public Schools shall be a single salary schedule that is equal pay for equal work. Pay checks shall be dated for the date that checks are distributed.

4.2.2 All certified personnel shall be engaged by the East Providence School Committee on a contractual basis.

### **4.3 Distribution**

At the option of the teacher, the contractual salary for all certified personnel for the regular school year shall be distributed according to one of the following methods:

1. Twenty-one (21) pay periods with annual salary distributed evenly through twenty-one (21) paychecks.
2. Twenty-six (26) pay periods with annual salary distributed evenly through twenty-six (26) paychecks.

Teachers shall notify the Superintendent by June 30th of the pay method of their choice for the following school year, and such pay method shall remain in effect for the entire school year. Any new teacher hired after August 1st shall be placed on the twenty-six (26) check schedule for that year. All these payments shall be scheduled on an annually adopted calendar. All these checks, or check stubs in the case of direct deposit, will be in envelopes. On the secondary level, checks/stubs will be distributed by the Principal, Vice Principal, Department Head, Coordinator or Principal's designee. On the elementary level, checks/stubs will be distributed by the Principal, Head Teacher or Principal's designee. Having been received in the building, pay checks/stubs will be distributed in a timely fashion.

Teachers shall be notified of changes in paychecks except for routine changes such as step increases, raises and items requested by the teacher. The payroll stub shall be updated to reflect all deductions and changes.

#### **4.4 Payroll Deductions**

Certified personnel may elect to have the following deductions made from their salaries.

##### **4.4.1 Teachers' and Community Credit Union of East Providence**

##### **4.4.2 Life Insurance Premiums**

##### **4.4.3 Dues**

Dues Payment or Agency Fee Payment to the East Providence Education Association.

##### **4.4.4 Tax Sheltered Annuities**

Deductions will be taken in equal amounts from each paycheck. There must be a minimum of eight (8) members for an insurance company to be eligible to participate. Insurance companies with a minimum of five (5) members prior to November 1, 1983 will continue to be eligible. To the extent permitted by law and IRS regulations, teachers may elect to have deductions made from up to two (2) TSA companies simultaneously. Teachers may adjust their TSA deductions up to three (3) times in a calendar year.

##### **4.4.5 IRA**

Deductions will be taken in equal amounts from each paycheck and/or in total from the large paycheck in June. There must be a minimum of eight (8) members for an insurance company, or bank, or licensed annuity company to be eligible to participate.

##### **4.4.6 Savings Bonds**

##### **4.4.7 All wage payments shall be paid to teachers by direct deposit.**

#### **4.5 Work Beyond the School Year**

**4.5.1** Any teacher who is required to or mutually agrees to work beyond the one hundred eighty-three (183) days shall be paid a per diem rate of one hundred eighty-three (183) of his/her gross salary. In the case of Department Heads and Coordinators, this payment will be for any days worked beyond one hundred eighty-four (184). It is understood that this payment would exclude those positions in Appendices C and D. In addition, professional development and curriculum development are excluded as addressed in section 9.1.

### **ARTICLE V HEALTH INSURANCE**

#### **5.1 Health Insurance**

The Committee agrees to provide each regular employee covered by this Agreement with medical coverage on an individual or family basis as desired by the employee provided that the employee certifies that he or she cannot receive comparable insurance through the employee's spouse. Employees will be required to certify annually that the employee is not eligible to receive comparable insurance through the employer's

spouse – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the employee premium copayment associated with the plan offered by the Committee, or that the spouse’s plan design is substantially inferior to that offered by the Committee. In the event of a Major Life Event, as defined in COBRA, resulting in loss of all availability of alternate health or dental insurance, the employee shall be eligible for coverage under the school department group plan.

**5.1.1.** The Committee will provide the medical benefits summarized in Exhibit 2. The Committee agrees that it will not change the benefit summary without the approval of the Association.

**5.1.2** Employee cost-sharing shall be based on the following schedule (income amounts will be based on the employee’s prior year state W-2 gross wages; for employees employed by the Committee for less than one year, income amounts will be based on base wages):

<b>Income</b>	<b>Contribution</b>
Less than \$30,000	10%
\$30,000 to less than \$46,000	15%
\$46,000 to less than \$95,000	20%
\$95,000 and above	25%

**5.1.3** Whenever the School Committee is notified of a change in the health and/or dental premiums, a copy of the notice shall be provided to the EPEA President.

**5.1.4** Effective November 1, 2012, health insurance will be paid by the Committee for all retiring members of the bargaining unit and their spouse for one year for family plans or two years for individual plans after retirement under the same terms as active employees. Retired members of the bargaining unit will be required to certify annually that he or she is not eligible to receive comparable insurance – defined as insurance with a premium co-payment that is no more than ten percent (10%) greater than the premium copayment associated with the plan offered to the retired member by the Committee. In the event that the retired member is eligible for or obtains or is covered by comparable health insurance, the coverage provided by the Committee will be terminated. In the event of the death of a retired member of the bargaining unit who is receiving health insurance coverage for his or her spouse, said coverage shall continue up to a maximum of one year from the date of death.

**5.2. Coverage**

Coverage for first year teachers shall begin on the day they commence work. The termination date for teachers leaving the system for other than retirement will be August 31 of the year in which they leave the system, providing they complete that year’s work.

**5.3 Dental Insurance**

Dental Insurance will be provided under the same terms as health insurance with the same levels of employee contributions.

**5.4 Alternative Health Insurance Provider**

The School Committee and the East Providence Education Association agree to pursue other options concerning medical insurance providers during the course of this agreement.

### **5.5 Death Benefit**

Upon the death of a member of the bargaining unit, the School Committee agrees to continue the health and dental coverage for the teacher's family for a period of twelve (12) months. Should the families receive health benefits equal to those being provided by the East Providence School Department, they agree to notify the East Providence School Department to stop the benefit. Should this situation change during the period of eligibility, the East Providence School Department agrees to reinstate said health protection.

### **5.6 Retirees**

Eligible retirees shall be entitled to receive health insurance and/or dental insurance benefits for one (1) year after retirement for family plans, or two (2) years for individual plans, or until Medicare eligibility, whichever occurs earlier, on the same terms and under the same conditions as apply to active employees. Such retired teachers may, in addition to required contributions to their individual coverage, pay the difference in cost between individual and family coverage in order to purchase family coverage during the period of their own eligibility for coverage. Failure to make any required contribution in advance of the month of coverage shall result in termination of coverage. This is not intended to apply to those who have already retired as of January 2, 2009.

### **5.7 Wellness**

The School Committee will provide a wellness benefit beginning on July 1, 2013 as described in Exhibit 1.

## **ARTICLE VI** **INSURANCE**

### **6.1 Group Life Insurance**

All members of the bargaining unit shall be entitled to fifty thousand dollars (\$50,000) worth of life insurance with premiums paid by the School Department. This insurance reduced to the amount of one-half the existing coverage, will be continued effective with this Agreement for teachers retiring after November 1, 1977, who have twenty (20) years or more experience in the East Providence School Department and have reached their fifty-fifth (55<sup>th</sup>) birthday and shall terminate on the seventieth (70<sup>th</sup>) birthday of the teacher.

Teachers who retire before November 1, 1977 will still be covered in this area by the provisions in the Contract at the date of their retirement.

Further, all members of the bargaining unit shall have the option of paying for an additional nine thousand dollars (\$9,000) worth of life insurance to one hundred thousand dollars (\$100,000) worth of life insurance (subject to approval by company providing life insurance) on a payroll deduction plan. Individuals who have purchased lesser amounts of life insurance under previous contracts are grandfathered in those amounts. No individual may enter this program, or increase benefits, after reaching his/her sixtieth birthday. The President of the Association shall receive a yearly statement showing insurance dividends.

## **6.2 Liability Insurance Coverage**

Liability Insurance with limits of three million (\$3,000,000) including malpractice, products, teacher liability and corporal punishments shall be provided for all certified employees of the East Providence School Department.

## **ARTICLE VII** **SICK LEAVE**

### **7.1 Illness**

**7.1.1** In case of personal illness and/or immediate family illness, all members of the bargaining unit shall be allowed fifteen (15) days per year with full pay, cumulative to a maximum of two hundred (200) days. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws and any person living in the teacher's household.

In the case of illness in the immediate family (spouse, son, daughter, parents, or other person in the immediate household) a teacher shall be allowed to use his or her annual sick leave in accordance with Section 7.1.1. At the discretion of the Superintendent, her/his designee, a doctor's certificate may be required of teachers with respect to absence on family illness leave when said teacher is absent for five (5) or more consecutive days.

A teacher in years one (1) through three (3) who has a prolonged illness that is medically certified and filed with the Human Resource office may request up to ten (10) additional sick days to the Superintendent. These additional days must be used after her/his accrued sick leave has been exhausted.

**7.1.1a** The Association and the Committee recognize the importance of improving teacher attendance within the School System. Each teacher is expected to attend school on a regular basis and will be held accountable and responsible for maintaining an attendance record, which will ensure continuity of education for students. However, the Committee recognizes that a certain number of absences are unavoidable and will be provided for consistent with the Contract.

The Superintendent or his/her designee may require a physician's certification of illness regarding any illness of five (5) or more consecutive days. In cases of excessive or persistent absences due to illness, the Superintendent may require an employee to be examined by a physician selected by the Superintendent.

**7.1.1b** The School Department shall provide a statement of each teacher's accumulated sick leave via the AESOP absence-recording system.

**7.1.1c** Teachers shall call in their intention to be absent due to illness by entering the absence into the AESOP tracking system through the internet, or by calling AESOP, or as a last resort by calling the building Principal's office, as soon as reasonably practicable, but in no event any later than 6:30 a.m. on the day the absence is to occur.

### **7.1.2 Sick Leave Bank**

Teachers appointed by the School Committee in East Providence who have prolonged illnesses that are medically certificated and filed with Human Resources may appeal to the Education Association for up to



twenty-five (25) additional sick leave days which might be used after their accrued sick leave has been exhausted. Requests for up to another additional twenty-five (25) sick leave days may be made to the Superintendent of Schools and such days may be granted at the discretion of the Superintendent.

Teachers in the Education Association may contribute up to three (3) days per year of their regular sick leave to the aforementioned pool.

Teachers who wish to apply for use of the days from the Sick Leave Bank may do so by notifying the Human Resource Office in writing through the President of the Association at least one (1) week before the recipient's own sick leave has been exhausted.

**7.1.3** A teacher who is disabled due to pregnancy-related disability shall be covered by all provisions of this Contract, including but not limited to sick leave and insurance coverage. Furthermore, it is understood that the parties are bound by the EEOC guidelines and any applicable state and federal laws.

**7.1.4** At the end of the school year, members of the bargaining unit who have used three (3) or fewer sick days shall be compensated at the rate of fifty dollars (\$50.00) per day for any amount of unused sick days up to twelve (12) days if and only if at the maximum accrual of 200 days.

**7.1.5** Upon retirement, teachers shall be paid seventy-five (\$75.00) dollars per day for up to one hundred (100) unused days of eligible paid absence. (Eligible paid absence days shall include sick days and personal days.)

The maximum payout for sick time upon retirement shall be Seven Thousand Five Hundred (\$7,500) dollars.

## **7.2 Injury**

**7.2.1** Written accident reports must be completed and filed with the Superintendent by members of the bargaining unit within forty-eight (48) hours. The Superintendent must be informed immediately by phone of any accidents as soon as possible after the accident occurs.

**7.2.2** Sick leave shall not be charged, when an employee receives worker's compensation salary payments as a result of an on-the-job injury. If the employee remits her/his income compensation check to the business office, she/he shall continue to receive her/his full salary from the District until said worker's compensation payments cease.

The School Committee shall have the right to have the teacher examined by a physician designated by the School Committee and this physician shall consult with the teacher's physician for the purpose of establishing the length of time the teacher will be absent from his or her duties. In the event of dissenting medical opinions, the School Committee's physician's findings shall prevail. However, the teacher's personal physician's opinion shall be recorded and attached to the report.

**7.2.3.** On-the-job injury shall be defined as any injury occurring on and off school premises while on school business.

**7.3.4** In extreme cases of protracted illness extending beyond all of the above allowances, additional time may be allowed at the discretion of the School Committee.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

Teachers should notify the Superintendent or his/her designee as soon as practical when they foresee being on leave for an extended period of time.

**8.1 Bereavement Leaves**

**8.1.1** A teacher shall be granted leave with full pay for five (5) days for a death in the immediate family. The immediate family shall include father, mother, spouse, brother, sister, son, daughter, in-laws, grandchild and any person living in the teacher's household. If bereavement leave occurs just prior to an extended school closing (five (5) weekdays or more), the leave shall terminate on the last day of school prior to said closing.

**8.1.2** A teacher shall be granted leave with full pay for three (3) days for grandparents by blood or in-law.

**8.1.3** For other relatives, by blood or in-law (uncles, aunts, nephews, nieces, first cousins), the teacher shall be allowed the day or such part of that day as may be necessary to attend the funeral without loss of pay.

**8.1.4** In emergency, additional days may be granted at the discretion of the Superintendent of Schools.

**8.1.5** The Association may send its President or his/her designee to the funeral of any member's immediate family without loss of pay. The Principal of his/her building shall arrange coverage without the hiring of a substitute.

**8.1.6** In the event of a death of a teacher, that school shall be closed for the funeral and the day will be made up. The President, or his/her designee, may be released to attend the funeral service of a retired teacher.

**8.1.7** A teacher who works less than a full day will be granted the same number of days listed in the stated bereavement leaves for the number of hours he/she is regularly scheduled to work.

**8.2 Quarantine**

When a teacher is subject to quarantine by order of the Health Department, such person shall receive full pay during the period of quarantine, and this period of time which the person is absent from his/her duties as a result of such quarantine shall not be deducted from his/her accumulated sick leave.

**8.3 Jury Duty**

In all cases where teachers are called to jury duty, they shall be encouraged to serve, and the difference between their pay and their teacher's salary shall be paid to them. This shall be accomplished by the teacher receiving full pay from the School Department and relinquishing all jury duty pay to the School Department.

**8.4 Absence Without Pay**

In case of absence without pay, a deduction shall be made on one hundred eighty-three (1/183) of the annual gross salary of the absentee for each school day of absence. Such leaves, however, may be granted at the sole discretion of the Superintendent.

## **8.5 Sabbatical Leave**

After completion of at least six (6) years of teaching service in the City of East Providence Public Schools, a regularly employed teacher may, upon request, and approved by the Superintendent, be granted one (1) year leave of absence to pursue a full time program of advanced study at a recognized college or university at one-half (1/2) of the salary that he/she would normally receive including the current increment. A teacher with ten (10) years of service in East Providence, when granted sabbatical leave, will receive two-thirds (2/3) of the salary he/she would normally receive including the current increment. A teacher may be granted permission for one-half (1/2) year leave of absence under the same conditions at one-quarter (1/4) of his/her annual salary. Requests for sabbatical leaves shall be filed with the Superintendent no later than October 1<sup>st</sup> of the year preceding such leave. Sabbatical leaves can be approved only if the requested leave relates to advanced work being done in the discipline area of the teacher requesting said leave or in allied areas that may enhance the teacher's educational career. For the purpose of placement on the salary schedule only this leave of absence would be considered a year or a half (1/2) year of teacher service. The teacher shall agree to return to employment in the East Providence School System for the full year following the expiration of the sabbatical leave. For this purpose, a signed agreement shall be used. Life insurance and health care coverage shall be continued for teachers on sabbatical leave. Teachers approved for a sabbatical leave will be notified by February 1<sup>st</sup> of their approval for the following school year. The President of the Association shall be relieved of all his/her non-teaching duties to take care of Association business. In addition, the President shall be provided the equivalent of two (2) full days per week at no loss in salary or benefits and the Association agrees to pay one-half (1/2) of the cost. Meaning that the School Department pays for one day and the Association pays for one day.

## **8.6 Legal Proceedings**

In cases in which teachers are compelled, or requested by the School Department to appear before a court or grand jury to testify on behalf of the School Department in which they are neither the petitioner nor the defendant, they shall be paid the difference between the witness fee and the normal salary for the period of absence. This shall be accomplished by the teacher receiving full pay from the School Department and relinquishing all witness fees to the School Department. Teachers shall be granted a temporary leave of absence with full pay for the time necessary for such appearances in legal proceedings.

## **8.7 Personal Leave**

**8.7.1** Each member of the professional staff shall be allowed three (3) days of absence each school year for personal reasons without loss of pay. Such leave shall not be allowed the day preceding or the day following a holiday or vacation period or during the last two (2) weeks of school nor shall such leave be allowed by the Superintendent of Schools if said leave were to cause school(s) to be shut down. However, a personal day may be taken the day preceding or the day following a holiday or vacation period or during the last (2) weeks for personal business which cannot be conducted at any other time. In applying for personal leave on the day preceding or the day following a holiday or vacation period or during the last two (2) weeks of school, the teacher must state the nature of the personal business to be conducted on that day. This exception will include the right of teachers to attend graduation of members of their immediate family.

However, the third personal day may not be used to extend a holiday, weekend, or vacation except at the discretion of the Superintendent.

Any unused personal days may be converted to a sick day and accrued in accordance with the sick day accrual provisions of the CBA.

## **8.8 Military Leave**

Should a teacher be called for military reserve on dates not chosen by him/her during the school year, he/she shall be granted up to two (2) weeks leave of absence. He/she shall be paid the difference between his/her teaching salary and the base military pay received by him/her for such service performed on school days, provided that the base military pay is less than the teaching pay, for the days in question.

## **8.9 Religious Holidays**

Teachers whose religious obligations require attendance at religious services held during the school day shall be granted up to two (2) days per year to attend such services. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.

## **8.10 Professional Leave**

Teachers may, upon approval of the Superintendent, be granted the opportunities for professional visitation, attendance at workshops, in-service courses, conferences, or other professional growth activities.

**8.10.1** The School Committee agrees to establish a pool of professional leave days per school in accordance with the size of the school. Teachers shall be granted two (2) professional leave days per year for every ten (10) teachers or a portion thereof in the school of their assignment. The determination of the particular teacher(s) taking advantage of this opportunity on an equitable and rotating basis shall be made by the Association's Building Representative and the School Principal. Professional leave shall be defined as attendance at conferences or workshops, or any other professional meetings sponsored by an affiliate of the professional organization directly related to one's subject matter. The teacher must submit a written notice signed by both the Association's Building Representative and the School Principal to the Director of Human Resources in advance of such leave. Except in exigent circumstances, a fourteen (14) day notice shall be given.

### **8.10.1a Professional Leave Fund**

The School Committee agrees to establish a fund for the purposes of funding teachers for travel, registration, or other costs incurred as a result of attending professional conferences for pool days only. Said fund will be administered in a fair and impartial manner. Five hundred dollars (\$500.00) per month for ten (10) months, up to fifty dollars (\$50.00) per teacher will be funded by the School Committee. Monies not used in any given month may be carried over in the succeeding month. An Annual Report of said monies shall be made to the President of East Providence Education Association.

### **8.10.1b Procedures**

1. The teacher will apply for professional leave days through the Human Resources Department. At the time of application for professional leave days, the teacher must request reimbursement. The same professional leave form should be used and continues to be available in all buildings.

2. The teacher will receive a copy, approved by the Superintendent of Schools, or his/her designee of the professional leave form from the Human Resources Office, along with instructions for the reimbursement procedures.
3. After attendance at the conference, the teacher will submit to the Business Office receipts and/or canceled checks for payment of conference fees.
4. Receipts and/or canceled checks must be in the Business Office not later than the fifteenth (15<sup>th</sup>) day of the month following the conference.
5. For each calendar month, the Business Office will establish a file for all submitted receipts.
6. Pursuant to the Contract, the monthly allocation will be divided equally among those who have completed the above process. In no case will a teacher receive more than fifty dollars (\$50.00), or more than the actual cost of the conference fees.

**8.10.1c** The School Committee agrees to establish a pool of eight (8) professional leave days for Association business. The determination of the particular teachers(s) taking advantage of this opportunity on an equitable and rotating basis shall be made by the Association President and the Superintendent. The teacher must submit a written notice signed by both the Association President and the School Principal to the Assistant Superintendent for Human Resources in advance of such leave. The Association agrees to pay for the substitute.

### **8.11 Adoption Leave**

Members of the bargaining unit who adopt a minor child during the school year shall be granted a leave of absence in accordance with state and federal law.

### **8.12 Leave Without Pay**

All requests for leave without pay will be applied for, and granted or denied, in writing. All leaves of absence in this section, except for those requested pursuant to the Family and Medical Leave Act, will be for no less and no more than one (1) year at a time when requested prior to the beginning of a school year. Leaves requested after the school year starts, except for those requested pursuant to the Family and Medical Leave Act, will be for the remainder of the year. Starting in September 2000, seniority shall not accrue on full-year leaves without pay. Requests may be made for the following:

#### **8.12.1 Peace Corps and Vista**

Peace Corps and Vista leave will be granted, without pay, to any teacher who enlists for a period not to exceed two (2) years. Upon return from such leaves, a teacher will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence. Peace Corps and Vista leave is for one (1) year at a time and the teacher must renew his/her leave for the additional year.

#### **8.12.2 Sick Leave**

A leave of up to one (1) year, without pay or increment, will be granted for the purpose of caring for a sick member of the teacher's immediate family and such leave may be extended for one (1) year. A teacher who is granted a leave of absence for this purpose shall be afforded the opportunity to continue in the group health insurance plan by paying the full cost of premiums monthly, in advance, and may continue life insurance in force by paying the full cost of premiums monthly in advance.

### **8.12.3 Extended Personal Illness**

Any teacher whose personal illness extends beyond accumulated sick leave will be granted a leave of absence for the remainder of the year without pay or increment and such leave should be accompanied by a statement from a regularly licensed physician that such leave is necessary. Upon request, it shall be renewed for an additional one (1) year. Upon return from such leave, a teacher will be assigned to the same position following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position, if available, or if not, a substantially equivalent position. A teacher shall have health insurance as defined in Article V and life insurance coverage continued while on leave.

### **8.12.4 Parental Leave**

Parental leave is designed for teachers to care for family members and is not meant as a mechanism to pursue other employment. Parental leave without pay shall be granted to employees for the remainder of the year upon application to the Superintendent. Upon request, it shall be renewed for up to two (2) additional years. Returning employees shall be restored to the position they held at the time such leave commenced, following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position if available or, if not, a substantially equivalent position. All employees on parental leave shall be afforded the opportunity to pay for their comprehensive medical coverage, as defined in Article V and group life insurance at the current group rate applicable to all other employees.

### **8.12.5 Extended Personal Leave**

A teacher, with six (6) or more years of service in the East Providence School District, may request a leave without pay for the remainder of a school year. Additionally, such teacher may request up to one (1) additional year of unpaid leave. Extended personal leave may not be utilized for the purpose of obtaining or maintaining employment outside the District. Returning employees shall be restored to the position they held at the time such leave commenced, following one (1) year's leave of absence. Teachers returning from leaves of absence in excess of one (1) year shall return to the same position if available, or if not, a substantially equivalent position.

All employees on extended personal leave shall be afforded the opportunity to pay for their comprehensive medical coverage, as defined in Article V and group life insurance at the current group rate applicable to all other employees.

### **8.13 Return from Leaves**

All teachers on leave under this Contract shall notify the Superintendent of Schools in writing no later than March 1<sup>st</sup> that they intend to return to their position in September. Failure to do so would result in the forfeiture of their rights as outlined in the applicable section of this Contract.

**8.13.1** Teachers returning from unpaid leave who notify the Superintendent of their return by March 1<sup>st</sup> will be reinstated to the Health Plan, if eligible, for the summer months. Said teachers who do not in fact return in September will be obligated to reimburse the School Department for the cost of their summer health coverage.

#### **8.14 Other Education Leave**

Other Educational Leave taken pursuant to School Department representation may exceed the leave restrictions of this agreement with the written approval of the Superintendent. Said approval shall not be unreasonably denied and shall be applied equitably.

### **ARTICLE IX WORKING CONDITIONS**

#### **9.1 Length of School Year**

**9.1.1** The work year of teachers will begin no earlier than the last Monday in August and shall terminate not later than June 30<sup>th</sup>, and shall be no more than one hundred eighty-three (183)<sup>1</sup> days for all returning teachers including the day before school opens which shall be used for the purpose of attending faculty and departmental meetings and for general preparation. The EPSD will maintain February and April vacations.

#### **9.1.2 Guidance**

All guidance personnel in the High School including the Career and Technical Center (CTC) will work at their per diem rate three (3) days before all other teachers report and three (3) days after school closes for the purpose of scheduling and reports.

In addition to the extra work days listed above, the Director of Guidance shall work, at her/his per diem rate, an additional ten (10) days after school ends. The summer schedule may be flexible. During these days the Director will perform such duties as assigned by the site-based administrator including registration, scheduling, class conflict resolution and class changes.

Upon request, the Superintendent shall have the discretion to schedule additional work days for guidance personnel beyond the school year at their respective per diem rate.

**9.1.3** New teachers may be required to attend orientation meetings prior to the opening of schools as planned by the Superintendent of Schools. Department Heads and Coordinators shall also be required to be present on one day of the week before school opens.

#### **9.1.4 Professional Development Hours**

1. Teachers will be required to complete and document twelve (12) professional development hours by the last day of the school year as follows:
2. These hours must be completed outside the regular school day.

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<sup>1</sup> One hundred and eighty (180) school days, 1 orientation day, and twelve (12) hours of professional development.

3. The EPSD will schedule professional development opportunities throughout the year during the summer, beginning, middle and end of each school year.
4. Teachers may also enroll in professional development opportunities, including webinars, beyond those offered by the EPSD but will be responsible for any costs incurred and will be required to submit a certificate of completion that includes the hours of participation.
5. Teachers may develop a Professional Learning Community (PLC) around a specific topic, strategy, book, etc. Plans must be documented and approved/rejected by the Administration within two (2) weeks of submittal.
6. Teachers may facilitate professional development with the submission and approval of plans, as detailed in #5 above, for any session offered.
7. A facilitator will earn professional development hours for any session that she/he conducts.
8. When feasible, the District will notify the EPEA of all changes to curriculum for the forthcoming year by the last day of school. In addition, the District will designate specific roll-out days to train members in changes to specific curriculum.
9. Professional development must be completed on or before May 15.

## **9.2. Length of School Day**

**9.2.1** Teachers will have a workday of no longer than six and three-quarters (6  $\frac{3}{4}$ ) consecutive hours per day.

At the elementary level, common planning time will occur weekly, be used exclusively to plan with colleagues, and be embedded into the contractual day during a forty-five (45) minute block. Common planning time may not be used for faculty meetings.

The workday will include ten (10) minutes before the starting time of the student and will end fifteen (15) minutes after the dismissal time of the student.

The starting and ending times for each school will be fixed by the Superintendent in order to accommodate the student day, the teachers' day and economical bus scheduling. No teacher's workday shall commence earlier than 7:00 a.m.

**9.2.2** The Association recognizes that a teacher's responsibility may necessitate remaining after the official closing of the school day as long as is reasonable to fulfill obligations relating to special help for students.

**9.2.3** Teachers will not be required to sign a late sheet that accumulates attendance beyond five (5) school days.

## **9.3 Meetings**

### **9.3.1 Teacher Meetings**



Teachers shall attend the following meetings:

- A one-hour evening meeting in each school year for the purpose of parent engagement. When a teacher is assigned to teach classes in two (2) or more different schools, the teacher will annually alternate the one-hour meeting in each assigned school.
- Two (2) additional evening meetings each school year for the purpose of parent engagement. The first meeting should be preferably at the end of the first term and the second preferably in the third term. Said meetings shall not exceed two (2) hours.
- The day after the parent/teacher conference (meeting), and during the school day, there shall be one additional ½ day parent/teacher conference.

NOTE: With respect to the two additional evening meetings, the present CBA language re splitting the time among schools for teachers assigned to more than one school site is specifically retained.

**9.3.2** Teachers shall not be required to attend more than nine (9) after school meetings in a year, of which no more than three (3) shall be scheduled in a month, for principal's meetings, or meetings called by the department chairman/coordinator, vice principal through the principal, or the Central Office Staff. Teachers shall be informed at least five (5) days in advance of any after-school meeting, except in cases of emergency. Said meetings to be approximately one (1) hour in length. Additional meetings shall be held on a voluntary basis. Teachers will be available for individual parent conferences at a time mutually established by the teacher and the parent.

### **9.3.3 Professional Development**

Prior to the end of each school year, the President of the Association will meet with the Superintendent or his designee together with the Curriculum Advisory Committee to provide input in planning for curriculum development and planning work. There shall be a Professional Development Committee made up of teachers and administrators (3 to 1 ratio of teachers to administrators with each of the parties appointing its respective members) to develop and plan curriculum development and professional growth. Included in this training shall be information and training on site based decision making.

### **9.3.4. Superintendent's Meetings**

Teachers may be required to attend two (2) additional after school meetings each year of the Contract called by the Superintendent. Teachers shall be informed at least ten (10) days in advance of such after-school meeting, except in cases of emergency. Said meeting shall be approximately one (1) hour in length.

### **9.4 Lunch Period**

Teachers shall have an uninterrupted duty-free lunch period of twenty-five (25) minutes. Teachers shall take their lunch period either on or off school premises provided, however, teachers shall notify the school office when they leave the school premises and when they return.

### **9.5 Preparation Periods**

**9.5.1 High School** – The teaching schedule at the High School shall include a minimum of six (6) preparation periods per teacher per week.

Whenever there is a department double preparation period at East Providence High School, the teachers shall be free to engage in collaborative curriculum work.

**Middle Schools** – The teaching schedule at Martin and Riverside shall include a minimum of an average of one (1) preparation period per teacher per day.

**9.5.1b** Preparation period are defined as cumulative time. For each education level, principals may schedule preparation periods on days, at times, and for durations of their choice so long as the teacher received the total preparation time each week that this agreement calls for.

**9.5.2. Elementary** – The School Committee agrees to improve the distribution of planning time for classroom teachers in elementary schools. The fifteen (15) minutes before and after school shall be considered as principal time and not a part of planning time. The following shall be considered as planning time:

**9.5.2a** The time when Special Subject Teachers (art, music, physical education and librarians) are conducting classes and recess time.

**9.5.2b** The School Committee guarantees a minimum of two hundred twenty-five (225) minutes of planning time per week each calendar week of school including recess time.

**9.5.2c** For the purpose of this section, Special Subject Teachers (formerly called itinerant teachers) in the elementary schools, that is, library science, music, physical education and art, shall be treated as a separate classification. They shall be guaranteed a minimum of two hundred twenty-five (225) minutes of planning time per week including principal time.

**9.5.3** Preparation time for kindergarten teachers shall be in accordance with that listed below. It is understood that principal time shall not be a part of preparation time. The official school day for students in the elementary schools will begin as determined by the Superintendent each school year between 7:30 a.m. and 9:00 a.m.

**Note:** All times listed in the following Kindergarten schedules are only examples and not mandated starting times.

#### **Example of School Day in Elementary Schools**

1. Assume the single session of the official school day for the students in the elementary school in the East Providence School System begin at 8:45 a.m. and concludes at 3:00 p.m.
2. Children shall be allowed to enter the classrooms at 8:40 a.m. for preparatory activities under teacher supervision.
3. Teachers shall report for duty in preparation for the school day not later than 8:30 a.m. for the morning session.
4. Teachers shall remain in their classrooms and be available for student help until 3:15 p.m.

5. Physical education classes shall be held for one hundred (100) minutes each week in Grades 1 through 5.
6. There shall be a recess period for students in Grades K through 5 of twenty (20) minutes which shall consist of supervised activities.
7. The Pre-K teachers are required to supervise their students during outdoor learning play.

**9.5.4** Elementary and Pre-K teachers shall be released immediately or may voluntarily remain upon arrival of Special Subject Teachers in physical education, art, music and library science. The Committee recognizes the importance of Special Subject Teachers in the elementary grades, including Kindergarten classes. The Committee agrees to provide as many Special Subject Teachers as necessary to ensure that the Special Subject Teachers visit every classroom. Substitutes shall be provided for absent Special Subject Teachers.

**9.5.5** Collaborating teachers shall have their preparation periods scheduled at the same time whenever possible.

## **9.6. Subject Areas and Preparations**

Secondary teachers will not be required to teach more than two (2) different subject areas nor more than four (4) different preparations within a given school day. It further intends to make every effort to provide secondary teachers with schedules which will not require them to teach more than two (2) different subject areas nor more than three (3) different preparations in a given day with the exception of Special Education, Resource or Bilingual/ESL teachers.

## **9.7 Relief from Non-Instructional Tasks**

A committee will be established to study the lunchroom, homeroom and corridor duties.

The Committee and the Association accept as a goal the most objective utilization of teacher time. To this end, they agree as follows:

**9.7.1** Except for nurse-teachers, special education teachers, physical education teachers and other personnel with professional responsibilities directly related to health services, teachers shall not be required to assist in the administration thereof.

**9.7.2** Except in cases of emergency, teachers shall not be required to perform the following non-professional duties. However, they will retain the responsibility in an on-call capacity.

**9.7.2a** Supervision of playgrounds and lunchrooms (applies to elementary teachers only). Pre-K teachers will conduct outdoor learning play.

**9.7.2b** Calculation of monthly and year-end attendance reports (teachers K-12).

## **9.8 Detention**

Teachers agree to handle the detention of students committing offenses within their own classes. Teachers shall not be required to supervise detention in classes which are held for violators of School Committee Policy.

## **9.9 Substitute Policy**

The School Committee shall make every effort to provide substitutes for absent teachers.

In the case that substitutes cannot be obtained at the secondary level and teachers are assigned to cover the class of an absent colleague, they shall be compensated as follows:

Teachers assigned to cover during preparation periods shall be compensated thirty-nine dollars (\$39.00) per coverage.

Teachers assigned to cover during any other non-instructional period, shall be compensated at the rate of thirty-seven dollars (\$37.00) for each cover after ten (10) covers.

In the case of an absent elementary classroom teacher and no substitute is provided, students may be assigned to other classroom teachers. One hundred forty-seven dollars (\$147.00) shall be divided equally among the teachers after three (3) such coverages. Assignments of students shall be on an equitable basis. It is understood that the intent of this language is to apply only in the case of an absent elementary teacher after the East Providence School Department has exhausted all efforts to hire a substitute.

Any teacher who assumes the class of an absent colleague on a regular and continuing basis shall be compensated at fifty-one dollars (\$51.00) per class after five (5) school days retroactive to the first day.

## **9.10 Class Size**

The East Providence School Committee agrees with the East Providence Education Association that a class size of twenty-eight (28) pupils, (except in the elementary schools where the limit will be twenty-five (25), shall be the maximum. In this regard the Committee shall keep the class size as low as is administratively possible within the limits of the physical plant, the budget requirements and the educational policy priorities established by the Committee in allocating its resources.

Caseloads for Occupational Therapists, Physical Therapists and Speech Pathologists shall remain consistent with state maximums. The maximum student population served by Social Workers and Psychologists shall not exceed state maximums.

### **9.10.1 Class Size Exception**

1. Compensation for classrooms and students over the class size limits:

Secondary – Teachers whose instructional classes, with the exception of physical education, chorus and band, exceed contractual limits of twenty-eight (28) students shall be compensated at the rate of three dollars (\$3.00) per day, per class, per student.

Elementary and Pre-K – Teachers would be compensated at the rate of twenty-one dollars (\$21.00) for the entire day depending on the time the teacher actually spends with the student(s). This would be divided

amongst the regular and Special Subject Teachers, (formerly called Itinerants), of the twenty-sixth (26<sup>th</sup>) student. Inclusion through mainstreaming of special needs students in a class to bring the total number of students above 25 will be calculated for the actual class period or time the twenty-sixth (26<sup>th</sup>) student is placed in the class.

## 2. High School Physical Education Classes

A desirable class size of thirty-two (32) be established with a maximum of thirty-five (35) where necessary. A teacher student ratio of 1:35 will be the maximum number of students in a particular period.

## 3. Collaborative Classes

With the agreement of the administration and the teacher, teachers may exceed twenty-eight (28) students without additional compensation. The teacher will state in writing his/her desire to do so. Such a statement shall be non-binding for future classes.

## 4. Homeroom

Elementary and Middle School – Homerooms shall not exceed class limits set forth in 9.10 and 9.10.1 above.

### **9.11 Special Education**

**9.11.1** Whenever it is decided by the multidisciplinary team that a student in special education class should be transferred to a regular class, a conference shall be held at the earliest possible day (whenever possible this shall take place prior to the student's assignment) with the regular classroom teacher and all other resource personnel present.

**9.11.2** Resource teachers shall be guaranteed a minimum of two (2) hours per week for testing. This will be in addition to guaranteed preparation time.

**9.11.3** The Committee agrees to provide substitutes for special education teacher assistants when they are absent.

**9.11.4** The building administrator shall ensure that classroom teachers who are required by the administration to attend IEP conferences which are scheduled during his/her class teaching time to be relieved of his/her duties for the time he/she participates in the conference.

### **9.12 Assignment of Classes**

**9.12.1** Each teacher in the East Providence School System will be provided a class list on the opening day of school (for each class in the secondary schools) and will be notified, in writing, of any change made in the students' schedules thereafter.

**9.12.2** The Committee agrees to encourage principals to make as equitable distribution as possible of class assignments according to ability.

**9.12.3** At the secondary level, each teacher will receive a copy of his/her tentative subject preparations for the next school year by July 15<sup>th</sup>. Each student will receive a copy of his/her teaching schedule by August

15<sup>th</sup>. Included in the schedule will be the specific courses and levels, unless an unforeseen event occurs which makes this impossible. Additionally, teachers should be informed of the member(s) of their potential teaching team.

**9.12.4** Before class assignments are made for pupils in the elementary schools for the next school year, teachers should be included in the decision-making process.

**9.12.5** Special Subject Teachers (formerly called Itinerants) shall not be required to teach in more than two (2) different buildings per day.

Secondary teachers shall not be required to teach in more than three (3) different classrooms per day.

**9.12.6** Elementary teachers shall be provided five (5) school days to complete report cards.

### **9.13 Teaching Facilities**

**9.13.1** Each school shall have sufficient space for the storage of instructional materials and supplies.

**9.13.2** Each school shall have well-lighted, well-ventilated and clean faculty restrooms with chairs and tables. Workrooms with adequate chairs and tables will be provided in each school where space permits. These faculty areas shall not be used for instruction but will be available at all times during the regular school day for all teachers' use. Each school shall have a clean, fully equipped, well-ventilated lavatory which insures privacy for teachers.

**9.13.3** Each classroom shall be well lighted, well ventilated and well heated.

### **9.14 Communications**

**9.14.1** The Committee shall permit the Association to use the regular mail run for business of the East Providence Education Association.

**9.14.2** The school phone may be used for emergency reasons.

### **9.15 Educator Evaluation**

**9.15.1** The educator's evaluation in East Providence will be the full implementation of the RIDE Rhode Island Model Teacher Evaluation and Support System and the RIDE Rhode Island Support Personnel Evaluation System. The School Committee will abide by the Rules and Regulations of the Rhode Island Board of Education, including the Basic Education Program Regulations. All monitoring or observations of the performance of an educator will be conducted openly, and with the full knowledge of the educator. All relevant policies will be clearly detailed and widely disseminated.

**9.15.2** Any alteration to the East Providence implementation of the RIDE model will be mutually agreed upon unless mandated by RIDE.

**9.15.3** A District Evaluation Committee shall be formed consisting of fifteen (15) members. Seven (7) members and one (1) alternate shall be appointed by the Superintendent and eight (8) members and one (1) alternate shall be appointed by the EPEA President. The Committee's charge shall be to oversee and assess

the implementation of educator evaluation and ensure that the system is valid and effective. At the conclusion of each school year, the District Evaluation Committee will review the process and make recommendations to the Superintendent. Each member of the District Evaluation Committee must be trained in the RIDE evaluation system.

#### **9.15.4**

(A) The Educator's primary and complementary evaluator will be determined and disseminated prior to the beginning of the year conference. The scheduled observation will be defined as follows: at the elementary level, a lesson, at the secondary level, a middle school period or the equivalent at the high school. The time may be reduced if all elements of the rubric have been observed. The remaining two observations will be no less than thirty (30) minutes. Observations will be conducted by the Department Head, Coordinator or Administrator. The Department Head or Coordinator will complete two (2) of the three (3) observations independently or with the building administrator.

For those educators rated Developing, as determined by the prior year's evaluation, new hires and educators who are using a new certification and who have not been evaluated in that role under the new evaluation process, the following will apply: Department Heads or Coordinators will complete two (2) of at least three (3) observations for a minimum of thirty (30) minutes each independently or with the building administrator. Observations will be conducted by the Department Head, Coordinator and/or Administrator.

For those educators rated Ineffective, as determined by the prior year's evaluation, all four observations shall be conducted by two (2) evaluators. A minimum of one (1) evaluation will be conducted by at least one evaluator from outside the educator's building. Prior to all submissions of ratings into the evaluation platform, the Department Head, Coordinator or Superintendent's designee will consult with the primary evaluator.

(B) Under normal circumstances, the beginning of the year evaluation meeting will be held before October 1<sup>st</sup> or by mid-October (end of second week). The mid-year conference will be held by January 31<sup>st</sup> and the end of the year conference will occur prior to the end of the first week in June. All meetings will be held within the school day unless mutually agreeable. Educators will be notified twenty-four (24) hours in advance of evaluation meetings.

(C) The specific date and time of one observation will be scheduled with the educator. Five (5) days' notice will be provided for the other two observations. No observation will be conducted on the day before or the day following a holiday/vacation period, or during the administration of a state mandated assessment, unless mutually agreeable.

(D) No teacher will be observed for evaluation purposes except by a District-approved evaluator who is trained in the RIDE evaluation system.

(E) Normally, the evaluation process shall proceed for all educators at the same pace. A yearly calendar will be bargained by the EPEA and Superintendent of Schools, or her designee, to ensure that observations and conferences take place in a timely manner and move in such a way as to allow educators to grow professionally as they improve their craft. Reasonable exceptions shall be determined by the Administrator and will include teachers on leave and new mid-year hires.

(F) Any educator in danger of receiving less than an Effective evaluation rating in the area of Professional Practice shall be notified not later than the mid-year conference, and shall have the right to request a different evaluator.

For those teachers who are rated as either Highly Effective or Effective (with a 3 or 4 on the combined Practice/Foundation Score, as determined by the prior year's evaluation) will receive one announced observation and if the observation is inconsistent with the prior year's scores, may request additional observations.

(G) The evaluation platform will remain confidential within the East Providence School District, except where mandated by RIDE.

(H) Upon request of the educator, the evaluator and educator will meet after each classroom observation. Written feedback is required no more than seven (7) school days or ten (10) calendar days after each observation.

(I) The Teacher Support Plan shall be consistent with the RIDE model. Educators receiving a final evaluation rating of Ineffective or Developing will be placed on a performance improvement plan. The primary evaluator and educator shall meet to discuss areas of performance to be addressed in the plan which are aligned to the components of the evaluation rubric found to be in need of improvement. The primary evaluator and educator will mutually develop the improvement plan. The Department Head, Coordinator or Superintendent's designee may be included in the development of the plan at the educator's and/or primary evaluator's request.

### **9.15.6 Evaluation Components**

#### **1. Professional Growth Goals**

(A) The educator will present his/her professional growth plan (1 goal) at the beginning of the year evaluation conference. The Administrator will respond to the educator's proposed Professional Growth Plan within seven (7) school days and/or ten (10) calendar days, approving the plan or citing need for revisions.

(B) An educator's professional growth plan will be determined either as part of a district-wide effort, school building-wide effort, department effort, grade level effort, discipline/content effort or on an individual basis.

(C) The establishment of all professional growth plans shall be mutually agreeable between the educator and the evaluator. The educator must show evidence of meeting the professional growth plan through EPSS or at the end of the year conference.

#### **2. Student Learning Objectives**

(A) The educator will present a minimum of two (2) Student Learning or Student Outcome Objectives by a yearly mutually agreed upon date established and bargained by EPEA and the Superintendent of Schools, or her designee. The Administrator will respond to the educator's proposed Student Learning or Student Outcome Objectives within seven (7) school days or ten (10) calendar days.



(B) An educator's Student Learning Objectives will be determined as either part of a district-wide or school-wide effort, department effort, grade level effort, discipline/content area effort or on an individual basis. Final determination will be made by the Administrator in charge, in consultation with the educator.

### **3. Appeals**

(A) There shall be an evaluation Appeals Panel (EAP), comprised of three (3) members. One (1) member shall be appointed by the Superintendent of Schools, and one (1) member shall be appointed by the EPEA President. The third member shall be selected from a rotating list of educators including teachers and administrators, mutually agreed upon by the EPEA President and Superintendent, and trained in the RIDE evaluation system.

(B) Any educator may appeal the assigned evaluator to the District Evaluation Committee based on legitimate educational concerns.

(C) The EAP's charge shall be to hear appeals and assist in resolution of matters of dispute concerning the establishment of Professional Foundations, Professional Practices, Student Learning Objectives, Professional Growth Goals and final evaluation ratings.

(D) All appeals shall be submitted to the Evaluation Appeals Panel via the Office of the Superintendent within seven (7) school days or ten (10) calendar days of receipt of the related document by the educator and after an attempt to resolve the matter of dispute with the administrative evaluator. All such attempts shall be documented in writing by both parties and submitted to the EAP.

(E) The EAP shall hear the appeal, prior to EPSS closing, and within ten (10) business days of receipt of the appeal. The EAP shall respond in writing within ten (10) business days of the hearing.

(F) Nothing herein shall limit the right of any educator to file a grievance concerning the process that leads to his/her evaluation rating.

### **9.16 Department Head and Coordinator Evaluations**

1. In the years that the Department Head/Middle School Coordinators do not receive a teacher evaluation, they shall be evaluated with the Department Head/Coordinator tool.
2. If the department head/coordinator evaluation results in a rating of less than effective, that department chair/coordinator will be put on a performance Improvement plan. The department head/coordinator will meet the requirements of the plan.
3. The evaluation tool and job descriptions will be developed with input from a committee established by the Superintendent with 8 members. Four of the members shall be designated by the Union President and 4 by the Superintendent. (This provision will be placed in a MOA and sunset after the job descriptions and evaluation tool are adopted.)
4. The final rating of such evaluations may be appealed in the same manner as teacher evaluations referred to in this article.

### **9.17 Teacher Files**

All teacher files kept by the School Department shall be maintained under the following conditions:

**9.17.1** No anonymous letter or materials shall be placed in a teacher's file.

**9.17.2** All materials placed in the teacher's permanent file shall be available to the teacher at his/her request for inspection. Teachers desiring to inspect their files shall make an appointment with the secretary in the Human Resources Office. Upon request to the Superintendent, immediate access to teacher files will be available to the Association President with written approval of the individual teacher.

**9.17.3** Materials originating within and without the School Department and which are derogatory to a teacher's conduct, service, character, or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read such material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of such material.

**9.17.4** The teacher shall have the right to answer any materials filed, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

**9.17.5** Any written complaints regarding a teacher made to the administration by any parent, student or other person will be called to the attention of the teacher by the Superintendent of Schools or his/her central office staff if the materials are to be made a part of the teacher's file when such are placed in the file, but no later than fifteen (15) working days after receipt of such materials. The teacher will have the opportunity to respond to such complaints. If a record of the complaint is filed in the teacher's record, his/her response will also be filed in the record. The teacher shall have the right to duplicate any such material filed.

**9.17.6** All references and information originating outside the School Department on the basis of confidentiality and information obtained within the School System in the process of evaluating the teacher for employment shall not be subject to this Agreement and, therefore, shall not be available for inspection by the teacher.

**9.17.7** Teachers shall notify the Administration of changes of beneficiaries, person to notify in case of emergency, addresses, dependents, and telephone numbers.

**9.17.8** Teachers may have material in their permanent file, with the exception of those enumerated in 9.17.6 reproduced upon request of the teacher at his/her own expense. The Superintendent may waive the cost of copying documents.

**9.17.9** All materials entered into a teacher's file will be stamped and dated.

## **9.18 Protection**

### **9.18.1 Assault**

**9.18.2** Teachers will report all cases of assault in connection with their employment to the Superintendent of Schools through the principal verbally as soon as possible. A written report must be filed by the teacher within forty-eight (48) hours after having been provided the opportunity to notify the President of the Association, who will in turn provide the teacher with access to legal counsel if the teacher so desires.

**9.18.3** When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident of the person involved.

**9.18.4** Whenever a teacher is absent from school as a result of a personal injury caused by an unprovoked assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence up to fifteen (15) months from the date of injury and no part of such absence will be charged to his/her annual sick leave.

**9.18.5** The School Committee shall have the right to have the teacher examined by a physician, who shall consult with the teacher's physician for the purpose of establishing the length of time during which the teacher is disabled from performing his/her duties. In the event of dissenting medical opinion, the Committee's physician's findings shall prevail. However, the teacher's physician's opinion shall be recorded and attached to the report.

**9.18.6** When a civil action is commenced against a teacher while acting within the scope of his/her employment, the Committee shall provide the services of legal counsel upon the request of the teacher, regardless of any other coverage the teacher may have.

**9.18.7** Appropriate physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, another teacher, and/or a student from possible injury.

#### **9.18.9 Personal Property**

**9.18.10** The Committee will reimburse teachers for any clothing or other personal property (excluding automobiles) damaged, destroyed, or stolen in the course of employment, where such damage, theft or destruction is of a value of twenty dollars (\$20.00) or more, provided such damage, destruction or theft has not been caused by the teacher's gross negligence.

The School Committee agrees to compensate teachers for the damage to their personal automobiles caused by School Department employees or contractors during the course of construction or maintenance or by School Department employees or students during the course of scheduled school activities, so long as there is no negligence on the part of the teacher.

**9.18.11** Personal properties brought onto school premises valued in excess of five hundred dollars (\$500.00) shall be approved in advance, in writing, by the Business Administrator.

**9.18.12** As soon as is feasible, but no later than the expiration of this agreement, the School Department will install locker units or similar storage devices in classrooms or other teacher locations where they are needed but do not currently exist.

#### **9.19 Maintenance of Classroom Control and Discipline**

**9.19.1** The Committee and the Association agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have the support from administrators who shall give the teacher effective and consistent support in each case. In an instance where the situation, in the opinion of the teacher, is of a serious nature and a child is sent from the class, the teacher shall confer with the Principal or Assistant Principal to provide the necessary information concerning the problem. A child

shall not be sent from the class except to the area designated by the Principal. The teacher will re-admit the child following a conference with the teacher, if available, and one of the following parties: an administrator, a counselor, visiting teacher, school psychologist, home visitor, parent or guardian of the child. Assuming the teacher is not present at the conference, the teacher shall be informed as to the proceedings and facts of the conference.

**9.19.2** Each teacher shall receive annually a set of school rules and regulations.

## **9.20 Faculty Committee**

**9.20.1** The Principal in each school shall in September of each year establish a faculty committee from among interested members of the individual school staff. The chairman shall be elected from among members of the Committee. The schedule of meetings shall be mutually established by the Principal and Chairperson. Issues to be discussed shall include recommendations on facilities that may be referred to the Superintendent. Issues that remain unresolved after two (2) meetings may be referred by the Committee to the Superintendent or his/her designee.

**9.20.2** The purpose of the Committee shall be to meet monthly with the Principal to discuss educational matters of concern to the teachers and the Principal relating to the respective schools.

**9.20.3** The Committee shall be organized on the following basis.

**9.20.3a** Elementary schools with one (1) to nine (9) teachers – all interested may serve on the Committee.

**9.20.3b** Elementary schools with ten (10) or more teachers – five (5) teachers elected by the faculty.

**9.20.3c** Middle School – seven (7) teachers elected by the faculty.

**9.20.3d** Senior High – ten (10) teachers elected by the faculty.

**9.20.4** These elections shall be conducted annually as provided for above.

**9.20.5** The Committee shall meet before or after school hours, and such meetings shall not be considered as satisfying the provisions of this Agreement relating to required meetings.

**9.20.6** The Principal and the Committee shall keep the faculty informed regarding the Committee's deliberations.

**9.20.7** The Committee shall have the right to participate in the formulation of agenda of each meeting, and such agenda shall be formulated and distributed one (1) week prior to each meeting whenever possible. The Minutes of all meetings as well as the official results of all faculty votes shall be published as soon as possible.

## **9.21 Vacancies, Promotions and Job Fair**

**9.21.1** A certified teacher, who is a member of the East Providence Education Association, shall serve on all screening committees for all certified positions. The department head or coordinator shall serve on all screening committees if available or another teacher if the department head or coordinator is not available.

The certified teacher or the department head or coordinator, each of whom should be certified in the subject area being interviewed, shall be given adequate notice of the scheduled interview(s). If no East Providence Education Association member(s) is available, the President of the East Providence Education Association will be notified.

**9.21.2** Whenever a vacancy in a professional position occurs with a salary above the basic salary scale or whenever a new position with a salary above basic scale is created and when non-classroom positions are open, the Superintendent shall publicize it by written notice to all certified personnel.

**9.21.3** The written notice will state the last date that filed applications will be accepted. Applicants will also receive, at the time of requesting the application form, a copy of the job description and the salary for the position being advertised.

**9.21.4** Vacancies shall be filled on the basis of qualifications as follows:

1. Experience and skills appropriate to the vacancy notice.
2. Educational degrees appropriate to the vacancy notice.
3. Seniority

**9.21.5** The Committee agrees to continue its practice of not discriminating on the basis of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, or membership in the Association in making appointments.

**9.21.6** Each applicant shall be notified via email of the disposition of his/her application.

**9.21.7 Transfers and Assignments**

A. Any position which becomes open at any date in the school year and remains open through the end of the school year will be offered to bargaining unit members on the recall list. At the end of the school year, the position will be vacated and posted for the ensuing school year.

Voluntary transfers and assignments will be based upon the following system from among interested candidates with the position being awarded to the individual with the highest score. Where two or more applicants have the same score, seniority shall be the deciding factor.

TEACHER EVALUATION	POINTS		EXPERIENCE	POINTS
Highly Effective	4		3 or more of the last 5 years in a position at the same level	4
Effective	3		3 or more of the last five (5) years but at a different level	3
Developing	1		Less than 3 years of last 5 years in position at the same level or less than 3 years of last 5 years in position at different level	2
Ineffective	0		No experience in the position in the last five (5) years but some previous	1

ADDITIONAL POINTS BASED ON SENIORITY IN THE DISTRICT	
YEARS	POINTS
25 or more years	4
15-24 years	3
6-14	2
1-5	1

**Note:** The above does not apply to teachers with a final rating of “ineffective;” such teachers are not eligible for voluntary transfers.

**Note 2:** Relevant experience levels are defined as High School/Career & Technical Center, 9-12; Middle School, 6-8, Upper Elementary School, 3-5, Lower Elementary School, PK-2.

**Note 3:** The evaluation rating will not be used for transfers and assignments until all members of the bargaining unit are evaluated under a fully implemented evaluation instrument, consistent with the RIDE model.

a. Not later than May 1 the official list of open positions shall be posted. Said list shall include, but not be limited to, teacher openings by either resignations, retirements, vacancies occurring as a result of second year approved leaves of absence or new positions.

b. Notwithstanding the above, no teacher may choose an option which results in the non-renewal, termination, suspension or layoff of a teacher.

c. It is agreed that in an elementary school the least senior teacher at the grade level, or at the secondary level, the least senior teacher in the certification category of the position being eliminated in a building shall be the person to be transferred from the building should an involuntary transfer be necessary.

**9.21.8** While the Committee and the Association recognize that frequent transfers of teachers are disruptive of the educational process, they also recognize that involuntary transfers of teachers are unavoidable and that, in making assignments in the East Providence School System, the interests and aspirations of teachers must be considered. Therefore, they agree to the following:

**9.21.8a** Notice of involuntary transfer shall be given to teachers no later than forty-five (45) days before such reassignment, when practicable.

**9.21.8b** No teacher shall be involuntarily transferred without cause.

**9.21.8c** It is understood that in the event of layoffs, in accordance with R.I. Gen. Laws §16-13-6 and related statutes, the least senior person (in the area of certification as per R.I. Gen Laws § 9.25.1) in the system will be laid off first. It is further understood that if any portion of the layoff assignment or transfer process set forth in the Agreement is deemed to be non-compliant with RIDE’s BEP regulations, the parties will negotiate in good faith to achieve BEP compliance.

Involuntary transfers for cause may take place without regard to seniority.

**9.21.9 Positions in Summer School, Evening School and Extra-Curricular Activities**

It is the goal of the Committee and the Association to fill each position with the most qualified individual.

A. Openings for positions which are the subject of this Article shall be posted via East Providence School Department email at least seven (7) days before the deadline for applications.

B. Positions covered by the Article will be filled by regularly appointed teachers in the East Providence School System.

C. Positions will be filled based on seniority, relevant education and experience and certification, if required.

D. Teachers with an “ineffective” or “developing” evaluation rating will not be considered for these positions.

**9.22 Leaving the Building**

Teachers may be permitted to leave the school building during their preparation upon notification to the school principal. Teachers are not permitted to leave the school building during their common planning time.

**9.23 Professionalism**

**9.23.1** The School Committee and the Association recognize the desirability of enhancing the image of teachers in the East Providence School System. To this end the Committee and the Association agree to the following:

Teachers shall make every effort to reflect a positive image to the students and the community by their dress.

## **9.24 Job Sharing**

The School Committee will establish a job-sharing clearing house for the purpose of matching individuals expressing an interest in the job sharing. Teachers shall receive notification of the clearing house along with the adopted procedures and deadlines.

Both the School Committee and the East Providence Education Association agree that the School Department will benefit by establishing an efficient job-sharing program for the East Providence School Department that supports student learning, the School Department's academic goals, and meets the needs of teachers who desire to job share. Therefore, effective for the 2003/2004 school year, job sharing shall be administered as follows:

a. Teachers may not request to job share until they have at least three (3) years of teaching in the East Providence School Department.

b. Teachers desiring a job share during the upcoming school year who apply in writing to the Director of Human Resources before February 1<sup>st</sup> must be considered for job sharing. Teachers who apply after February 1<sup>st</sup> may be considered for job sharing if approval is beneficial to the School Department.

c. Teachers desiring to job share may submit applications to Human Resources at any time. Such applications will be held in the Job Share Clearing House. The Director of Human Resources shall annually, but no later than March 1<sup>st</sup> of each year, review the job share applications in the Clearing House to determine whether or not pairs of teachers' certifications and current positions are compatible for job sharing. This information shall be shared with the East Providence Education Association and publicized to the East Providence Education Association membership.

d. Should the principal of an affected school feel the job share is not feasible, he/she shall report his/her decision and rationale to the Director of Human Resources. The Director of Human Resources shall confer with the principal, the teachers involved, and the President of the Association to gather information. The Director of Human Resources shall then refer the matter to the Deputy Superintendent or Superintendent for disposition, with the Director of Human Resources' recommendation.

e. Should the principal feel the job sharing is feasible, he/she shall, in conjunction with the teachers involved, prepare a detailed Job-Sharing Plan that will cover all aspects of teaching. Such plan shall be forwarded to the Director of Human Resources for referral to the Superintendent for approval.

f. If the Superintendent approves the Plan, he/she shall recommend approval to the School Committee.

### **9.24.1 Job Sharing Administration**

a. The job-sharing plan worked out between the two teachers and the principal must insure a continuity of instruction for the students. To this end, one plan book with separate notebooks for consistency of lesson plans shall be the norm.



b. Teachers who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.

c. Both teachers in a job-sharing arrangement shall attend teacher orientation day, staff meetings, all parent conferences, and all mandatory meetings called by the Superintendent. Attendance at other required meetings shall be shared between the two teachers who are job sharing. The two teachers shall develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.

d. Should unforeseen circumstances arise that render the job-sharing arrangement detrimental to the students involved, the job sharing arrangement shall be terminated immediately or at a date selected by the Superintendent of Schools.

**9.24.3** Both teachers who are approved to job share shall sign a copy of the above listed job share rights and responsibilities, as well as the job share plan created by the teachers and the principal.

**9.24.4.** Administration of job share arrangement entered into during school years prior to the 2003-2004 school year shall be controlled by the agreements and/or practices in place at the time.

#### **9.24.2 Job Sharing Plan**

a. The job-sharing plan worked out between the two teachers and the principal must insure a continuity of instruction for the students. To this end, one plan book with separate notebooks for consistency of lesson plans shall be the norm.

b. Teachers who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.

c. Both teachers in a job-sharing arrangement shall attend teacher orientation day, staff meetings, all parent conferences, and all mandatory meetings called by the Superintendent. Attendance at other required meetings shall be shared between the two teachers who are job sharing. The two teachers shall develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.

d. Should unforeseen circumstances arise that render the job sharing arrangement detrimental to the students involved, the job sharing arrangement shall be terminated immediately or at a date selected by the Superintendent of Schools.

**9.24.3** Both teachers who are approved to job share shall sign a copy of the above listed job share rights and responsibilities, as well as the job share plan created by the teachers and the principal.

**9.24.4** Administration of job share arrangement entered into during school years prior to the 2003-2004 school year shall be controlled by the agreements and/or practices in place at the time

#### **9.25 Seniority, Layoff and Recall**

Seniority is defined as continuous employment from the date appointed by the School Committee or the date the teacher commenced work, whichever is earliest. Per diem substitute work shall be counted if continuous

from the date work commenced. Starting in September 2000, seniority shall not accrue on full year leaves without pay.

### **9.25.1 Layoffs**

**9.25.1a** Layoffs shall first take place among the least senior teacher in the area of certification.

**9.25.1b** To prevent a layoff, a teacher may bump the least senior teacher in any area(s) of certification held by the teacher.

### **9.25.2 Recall**

**9.25.2a** When a position becomes available, the most senior teacher in the area of certification on the recall list shall be recalled.

**9.25.2b** Teachers hired prior to March 1 shall receive recall rights.

**9.25.2c** The Director of Human Resources shall notify the teacher of recall by certified mail.

The teacher shall respond within seven (7) days. Failure to accept recall will result in removal from the recall list.

**9.25.2d** Teachers will not lose recall rights if they refuse a position which is less time than the teaching load held at the time of layoff.

**9.25.2e** Teachers will not lose recall rights if they refuse a position of shorter duration than held at the time of layoff.

**9.25.2f** Less than full-time teachers will not lose recall rights if they refuse a full-time position.

**9.25.2g** When a position becomes available, it shall be posted consistent with Article IX. Transfers will be permitted so long as the transfer does not cause layoff or prevent recall.

### **9.25.3 Lottery**

If the initial seniority date is the same for two (2) or more teachers, seniority shall be determined by drawing lots. The lots shall be administered by the Assistant Superintendent of Human Resources and the Association President with the teacher drawing the lot. (If the teacher is not present, the Association President will draw the lot).

The initial lottery shall be held by November 1<sup>st</sup> or the first school day thereafter, and all subsequent lotteries on the first of each succeeding month, or the first school day thereafter.

### **9.25.4 Seniority List**

The official seniority list shall be maintained by the Assistant Superintendent for Human Resources who shall update the list and furnish two (2) copies to the Association President on December 1<sup>st</sup>. Each building

shall be provided with two (2) copies of the Seniority List, and one (1) copy shall be placed in the library and the other in the Principal's office.

### **9.26 Administration's Designated Positions (ADP)**

Special Education teachers who accept employment after January 1, 2003, shall not be permitted to voluntarily transfer for the first three (3) years of employment. In addition, Administration's Designated Positions shall not be posted at the Job Fair. Upon written mutual agreement, the Superintendent and the Association may agree to exclude other positions from the voluntary transfer provision.

### **9.27 Mentoring**

A formal induction program shall be created with the objective of providing an induction coach for beginning teachers with no prior teaching experience.

## **ARTICLE X GRIEVANCE PROCEDURE**

### **10.1 Purpose**

Good morale is maintained as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any individual having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.

### **10.2 Definition**

A "grievance" shall mean any complaint by a teacher or the Association that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, except that the term "grievance" shall not apply to any matter as to which (1) the method of review is prescribed by law, or (2) the Committee is without authority to act.

As "aggrieved person" is the person or persons making the claim.

A "party of interest" is the aggrieved person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

### **10.3 Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. In the event a grievance is filed on or after June 1, which could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of appeals then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article, not under the succeeding Agreement.

**STEP ONE** – An aggrieved person shall submit his/her grievance to the Association’s PR & R Committee for the purpose of information. The grievance will then be discussed with the aggrieved person’s principal or immediate supervisor with the objective of resolving the matter informally, at which time the aggrieved persons (1) may discuss the grievance personally, (2) may request that the Building Representative accompany him/her, or (3) may request that the Building Representative act in his/her behalf. Ten (10) school days after notification of the person’s principal or immediate supervisor, the aggrieved person may opt to skip Step One and proceed to Step Two. Provided, however, the grievance must be presented in writing to the principal no later than forty-five (45) school days from the time the employee knew or should reasonably have known of the action or event giving rise to the grievance, or it shall be deemed waived.

All communications at STEP ONE shall be oral. Before making final decision the immediate supervisor is encouraged to consult up the supervisory line, and the Building Representative is encouraged to consult up the Association Channel.

**STEP TWO** – If the teacher is not satisfied with the disposition of his/her grievance at STEP ONE, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may present his/her grievance in writing to the Principal. A hearing on such a grievance shall be held by the principal within five (5) school days of receipt of such written communication, to which the chairman of the PR & R Committee will be invited at which time the aggrieved person: (1) may discuss the grievance personally; (2) may request that the building representative accompany him/her; or (3) may request that the building representative act in his/her behalf. Within five (5) school days after the hearing, the principal shall render a decision in writing to the teacher. Copies of the decision will be sent to the Superintendent and the PR & R Committee.

**STEP THREE** – If the teacher is not satisfied with the disposition of his/her grievance at STEP TWO, he/she may file the grievance in writing with the Association’s PR & R Committee within five (5) school days after the principal’s written decision. If the PR & R Committee deems the appeal to be meritorious, it will appeal the decision of the principal to the Superintendent. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect.

It shall also state the names of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal. Appeals to the Superintendent shall be heard within ten (10) school days of his/her receipt of the appeal. Written notice of the time and place of the hearing to the aggrieved teachers, the Chairman of the PR & R Committee and the principal previously involved in the grievance. Within ten (10) school days of hearing the appeal, the Superintendent shall communicate to the aggrieved teacher and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons. A copy of the decision shall be sent to the Chairman of the PR & R Committee.

Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step, or that he/she has been improperly denied an increment, or that his/her salary has been miscalculated, shall be filed directly with the Supervisor of Accounts under the Superintendent of Schools. The Superintendent

shall conduct a hearing on such grievance within fifteen (15) school days and shall render his/her decision in writing within ten (10) school days after concluding the hearing.

**STEP FOUR** – A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedure herein may be submitted by the aggrieved employee or the Association as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement, except that a grievance concerning any term of this Agreement involving Committee discretion or Committee policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, i.e., that it was applied in manner unreasonably inconsistent, with the general practice followed throughout the school system in similar circumstances.

Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the Grievance Procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one principal, and grievance involving an administrator above the building level, may be filed by the Association at Step 3.

The proceedings shall be initiated by filing with the Superintendent and the Labor Relations Connection (or any other entity that the parties agree to) a notice of arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure or, where no decision has been issued in the circumstances described above, three (3) school days following the expiration of the fifteen (15) school day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the Agreement involved.

Within ten (10) school days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the Labor Relations Connection (or other entity) by either party.

The parties will be bound by the Voluntary Labor Arbitration Rules of the Labor Relations Connection (or the American Arbitration Association) regardless of how the arbitrator is selected; except that neither the Committee nor the Association nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement and it shall be binding upon all parties involved. However, he/she shall be without power and authority to make any decisions:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
2. Involving Committee discretion or Committee policy under the provisions of this Agreement, except that he/she may decide in a particular case, involving Committee discretion or policy, or whether or not the Committee applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances.
3. Limiting or interfering in any way with the powers, duties and responsibilities of the Committee, applicable law and rules and regulations having the force and effect of law.

The costs for the services of the arbitrator will be borne equally by the Committee and the Association.

#### **10.4 General Provision as to Grievances and Arbitration**

The filing of pendency of any grievance under the provisions of this Article shall in no way operate or impede, delay or interfere with the right of the Committee to take action complained of, subject, however, to the final decision on the grievance.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Association if the adjustment is not inconsistent with the terms of this Agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Association.

Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his/her own choosing except that he/she may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Association, the Association shall have the right to present and to state its views at all stages except STEP ONE of the Grievance Procedure.

The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance provided, however, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Failure at any step of this procedure except STEP ONE to communicate the decision in writing on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time shall be deemed to be acceptance of the decision rendered at the step.

The time limits specified in any step of this procedure may be changed in any specific instance by mutual agreement.

All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Forms for processing grievances will be jointly prepared by the Superintendent and the Association. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

The Association agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of any arbitrator, and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

In the course of investigation of any grievance, representatives of the Association will report to the Principal of the building being visited and will state the purpose of the visit immediately upon arrival.

Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

If any member of the Association's PR & R Committee is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievances.

It will be the practice of all parties in interest to process grievances after the regular workday or at any other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Association, and the Committee to hold proceedings during regular working hours, the grievant and the appropriate Association representative will be released from assigned duties without loss of pay.

The Association shall appoint one (1) representative for each building who shall act in all grievance cases within his/her school. The Association agrees to furnish the Committee with the complete list of such representatives by December 1st of each year. The Association shall have the right to designate the same individual as its representative in one (1) or more schools, or to substitute a different representative for the one (1) originally designated as its representative for a particular school, provided such substitution is made in writing to all parties in interest.

No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest, or any School Representative in the grievance procedure by reason of such participation.

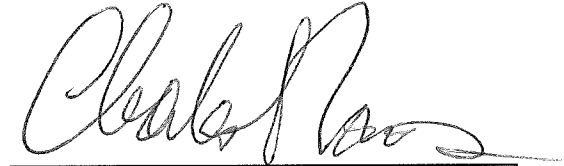
**ARTICLE XI**  
**DURATION**

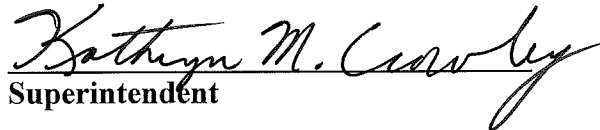
This will be a three (3) Contract from November 1, 2017 through October 31, 2020.

**Effective Date: November 1, 2017**

**For the Association**

  
**EPEA President**

  
**School Committee**

  
**Superintendent**

\_\_\_\_\_  
**For the School Committee**



**APPENDIX A**  
**SALARIES**

**Basic Salary Schedule 2017-18**

Step	1	\$40,025
Step	2	\$43,612
Step	3	\$47,201
Step	4	\$50,786
Step	5	\$54,375
Step	6	\$57,961
Step	7	\$61,551
Step	8	\$65,136
Step	9	\$68,726
Step	10	\$72,312
Step	11	\$74,062

**Educational Increments 2017-18\***

Masters	\$1,450
CAGS	\$1,632
Doctorate	\$2,719

**Length of Service 2017-18**

15-20	\$1,200
21-25	\$1,600
26 years and up	\$1,700

\* Bachelor's Degree Plus 30 Hours: \$815.00.

There is no progression to this degree lane. Current employees who receive this stipend will continue to do so.

Master's Degree Plus 30 Hours (30 Hours earned after securing of Master's Degree): \$1,450.00

There is no progression to this degree lane. Current employees who receive this stipend will continue to do so.

CAGS Plus 30 Hours: \$1,904.00.

There is no progression to this degree lane. Current employees who receive this stipend will continue to do so.

**Basic Salary Schedule 2018-19**

Step	1	\$44,048
Step	2	\$47,673
Step	3	\$51,294
Step	4	\$54,919
Step	5	\$58,541
Step	6	\$62,167
Step	7	\$65,787
Step	8	\$69,413
Step	9	\$73,035
Step	10	\$75,560

**Educational Increments 2018-19**

Masters	\$1,450
CAGS	\$1,632
Doctorate	\$2,719

**Length of Service 2018-19**

15-20	\$1,200
21-25	\$1,600
26 years and up	\$1,700

**Basic Salary Schedule 2019-20**

Step	1	\$44,489
Step	2	\$48,150
Step	3	\$51,807
Step	4	\$55,467
Step	5	\$59,126
Step	6	\$62,788
Step	7	\$66,445
Step	8	\$70,107
Step	9	\$73,765
Step	10	\$77,073

**Educational Increments 2019-20**

Masters	\$1,450
CAGS	\$1,632
Doctorate	\$2,719

**Length of Service 2019-20**

15-20	\$1,200
21-25	\$1,600
26 years and up	\$1,700

**APPENDIX B – Incentives**

Wage increases will be as follows:

2017-2018: Create 11<sup>th</sup> step (2017-2018 only). Teachers on Step 11 (top step) will have \$1,750 added to their base salary.

2018-2019: Top Step Teachers will have \$750 added to their base salary. All teachers will receive a 1% salary increase. Eliminate Step 1.

2019-2020: Top Step Teachers will have \$750 added to their base salary. All teachers will receive a 1% salary increase.

### **1. Incentive Plan – Advanced Degrees**

All teachers doing graduate work on a formal program for a Master's Degree, 6<sup>th</sup> Year Diploma (C.A.G.S.) or Doctorate at any accepted institution or work towards National Teacher Certification shall receive nine hundred twenty-one dollars (\$921).

Positions under Appendices C through I shall be appointed on an annual basis. No member of the bargaining unit shall be removed except for just cause.

### **2. Certification Needs**

The School Committee will establish a list of its present and, if known, future certification needs. Said list will be shared with the Association annually.

### **3. National Teacher Certification**

Teachers who have achieved National Teacher Certification shall receive two thousand one hundred fifty-three dollars (\$2,153).

### **4. Chaperones Secondary Schools**

Teachers requested by the Principal to serve as Chaperones for away from home athletic activities or music activities will be paid fifty dollars (\$50.00). This payment shall include travel time, providing he/she is not receiving any other payment for the activity involved. On overnight trips, the teachers shall be paid for actual time worked. All such requests must have prior approval of the Superintendent of Schools.

### **5. Elementary 11/1/2009**

Just Say No (8) 393

Safety Patrol-Teachers who supervise safety patrols shall be paid as follows:

1. Schools with less than 500 students: 818
2. Schools with more than 500 students: 963

Principals and Head Teachers shall not be eligible for this payment.

## 6. Summer School

Each teacher who works in the secondary summer school shall be paid forty-two dollars (\$42.00) per hour.

## 7. Adult Education

Each teacher who works in the Adult Education School (Monday and/or Tuesday evenings) shall be paid at the rate of fifty-six dollars and thirty-seven cents (\$56.37) per two hour class.

## 8. Athletic Personnel

The Athletic Director will be:

1. Directly responsible to the Superintendent
2. Evaluated by the Superintendent

Upon vacancy in the Athletic Director's position, it shall be removed from the collective bargaining unit.

Once the position comes out of the bargaining unit, any future Athletic Director who is hired to the position from a collective bargaining unit position shall have the option to return to the unit as a certified teacher and his/her seniority shall be restored if he/she resigns or is removed from the Athletic Director position.

Athletic Personnel shall receive coaching payments within fifteen (15) days of the completion of the season and all related duties. The Athletic Director shall sign that all requirements have been completed by said athletic personnel and the fifteen (15) days shall be calculated from said date of his signature.

<b>Athletic Director</b>	\$7,000
<b>Assistant Athletic Director</b>	\$3,300
<b>Assistant Athletic Director</b>	\$3,300
<b>Baseball - High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
Freshman Coach	\$2,095
<b>Basketball – Boys High School</b>	
Head Coach	\$4,505
Assistant Coach	\$2,775
<b>Basketball – Girls High School</b>	
Head Coach	\$4,505
Assistant Coach	\$2,775

<b>Cheerleaders – Girls High School</b>	
Head Coach	\$995
Competition Coach – High School	\$2,775
<b>Football – High School</b>	
Head Coach	\$5,337
Assistant Coach	\$3,129
Assistant Coach	\$3,129
Assistant Coach	\$3,129
Assistant Coach	\$3,129
Freshman Football Head Coach	\$3,129
Assistant Freshman Coach	\$2,095
<b>Hockey</b>	
Head Coach	\$4,505
Assistant Coach	\$1,600
<b>Soccer – Boys High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
Assistant Coach	\$2,095

<b>Soccer – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Softball – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Special Olympics - High School</b>	
Head Coach	\$675
Assistant Coach	\$338
<b>Swimming - High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Tennis – Boys High School</b>	
Head Coach	\$3,000
<b>Tennis – Girls High School</b>	
Head Coach	\$3,000
<b>Track - High School</b>	
<b>Cross Country - Boys</b>	
Head Coach	\$3,000
Assistant Coach	\$2,095
<b>Cross Country – Girls</b>	
Head Coach	\$3,000
Assistant Coach	\$2,095
<b>Indoor Boys</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Indoor Girls</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Outdoor Boys</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Outdoor Girls</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095



<b>Volleyball – Boys High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Volleyball – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Wrestling - High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Lacrosse – Boys High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Lacrosse – Girls High School</b>	
Head Coach	\$3,800
Assistant Coach	\$2,095
<b>Golf - High School</b>	
Head Coach	\$2,415
<b>Unified Sports</b>	
Volleyball	\$1,000
Basketball	\$1,000

**Middle School Athletics**

<b>Boys Soccer</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Girls Soccer</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Cross Country</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Boys Basketball</b>	
Martin	\$2,719
Riverside	\$2,719
<b>Girls Basketball</b>	

Martin	\$2,719
Riverside	\$2,719
<b>Wrestling</b>	
Martin	\$2,719
Riverside	\$2,719
<b>Baseball</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Softball</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Boys Track</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Girls Track</b>	
Martin	\$2,095
Riverside	\$2,095
<b>Unified Sport</b>	
Martin	\$1,000
Riverside	\$1,000

**APPENDIX C**  
**Compensation for Extra-Curricular Activities**

<b>High School</b>	
Yearbook Advisor	\$2,299
Annual Musical Director	\$1,230
Annual Musical Director	\$1,230
Newspaper	\$1,230
Freshman Class Advisor	\$423
Freshman Class Advisor	\$423
Sophomore Class Advisor	\$423
Sophomore Class Advisor	\$423
Junior Class Advisor	\$522
Junior Class Advisor	\$522
Senior Class Advisor	\$587
Senior Class Advisor	\$587
Student Council	\$587
Student Council	\$587
Choral Group	\$877
Choral Group	\$877
Choral Group	\$877
Band Director	\$1,957
Assistant Band Director	\$1,294
International Club	\$720
French Club	\$720
Portuguese Club	\$720
Spanish Club	\$720
DECA	\$720
DECA	\$720
Young Democrats	\$720
Young Republicans	\$720
Gay Straight Alliance	\$720
National Honors Society	\$720
Flag Corp	\$720
Skills USA	\$720
Skills USA	\$720
Chess Club	\$720
Youth Alive	\$720

Photography	\$720
Art Club	\$720
Dance Club	\$720
<b>Middle School</b>	
Choral Groups	\$626
Choral Groups	\$626
Newspaper	\$674
Newspaper	\$674
Yearbook Advisor	\$1,058
Yearbook Advisor	\$1,058
Band Director	\$1,062
Band Director	\$1,062
Student Council	\$674
Student Council	\$674
<b>Clubs – four (4) approved clubs in Middle Schools (2) (to be divided equally among the four approved clubs)</b> Club – Martin Club – Martin Club – Riverside Club - Riverside	\$193 each
<b>Annual Dramatics/Musical</b>	\$1,071
<b>Annual Dramatics/Musical</b>	\$1,071

**APPENDIX D**  
**ACADEMIC AND SCHOOL SUPPORT STIPENDS**

<b>Position</b>	<b>Grade Level</b>	<b>Extra Days</b>	<b>Stipend</b>
Literacy Coach	Elementary	20 days	\$7,000
Literacy Coach	Elementary	20 days	\$7,000
Math Coach	Elementary	20 days	\$7,000
Math Coach	Elementary	20 days	\$7,000
Technology Coach	Elementary	20 days	\$7,000
Technology Coach	Middle	20 days	\$7,000
Technology Coach	High School	20 days	\$7,000
Induction Coach	PK-12	20 days	\$7,000
PK Special Ed Coordinator	PK	20 days	\$7,000
Director of Guidance	9-12	20 days	\$7,000
PBGR Coordinator	9-12	20 days	\$7,000
Nurse Coordinator	PK-12	10 days	\$3,500
ELL Coordinator	PK-12	20 days	\$7,000
HS Deans	9-12	20 days	\$7,000
HS Deans	9-12	20 days	\$7,000
MS Dean	6-8	20 days	\$7,000
MS Dean	6-8	20 days	\$7,000

**Note:** Extra days can be completed during any school vacation and/or break including but not limited to time after the contractual end day with building or central administration approval.

## DEPARTMENT HEADS

Size of Department	Compensation	Teaching	Prep Time
1-5 Teachers	\$3,020	2/5	1 Prep and 2 dept. supervision
6-10 Teachers	\$3,294	2/5	1 Prep and 2 dept. supervision
11-15 Teachers	\$3,567	2/5	1 Prep and 2 dept. supervision
16-20 Teachers	\$3,841	2/5	1 Prep and 2 dept. supervision
21-25 Teachers	\$4,114	2/5	1 Prep and 2 dept. supervision
26 plus Teachers	\$4,388	2/5	1 Prep and 2 dept. supervision

### High School Department Heads Stipends

Department	Stipend
Business	\$3,294
Foreign Language	\$3,567
English	\$3,567
Fine Arts (Music and Art)	\$3,294
Math	\$3,567
Social Studies	\$3,567
Science	\$3,567
Special Education	\$3,841
Physical Education	\$3,567

**Note:** The stipend is based on the number of teachers in the department and could change during the life of the contract.

All teachers presently without Department Heads at the high school shall be assigned to a department with a department head.

All middle schools shall have Department Coordinators for Math, English, Social Studies, Science, Guidance and Special Education. Special area Department Coordinators shall be created as needed at the discretion of the Superintendent.

**MIDDLE SCHOOL COORDINATORS**

<b># of Teachers</b>	<b>Teaching</b>	<b>Prep Time</b>
1 through 5	4/5	1 Prep and 1 dept. supervision
6 through 10	4/5	1 Prep and 1 dept. supervision
11 through 15	4/5	1 Prep and 1 dept. supervision
16 through 20	4/5	1 Prep and 1 dept. supervision

<b>Middle School Coordinators</b>	<b>Stipend</b>
Math, Science, Social Studies, English, Guidance, and Special Education	\$3,500

**HEAD TEACHER**

<b>Students</b>	<b>Stipend Paid</b>	<b>Stipend</b>
1-250 Students	School Year	\$1,640
251-500 Students	School Year	\$1,914
501 and over	School Year	\$2,187

Only one (1) head teacher per school shall receive compensation.

**GUIDANCE COUNSELORS**

<b>Location</b>	<b>Days</b>	<b>Stipend</b>
High School	6	Per diem based on 183 days of current salary
CTC	6	Per diem based on 183 days of current salary
Middle School	4	Per diem based on 183 days of current salary

**9. Supplementary Benefits Based on Length of Service in East Providence**

1. Last year of service before retirement after at least thirty (30) years of teaching service, twenty-five years of that in East Providence, three thousand four hundred seventy-two dollars (\$3,472) in last year of service; November to June providing the Superintendent is notified no later than

January 15<sup>th</sup> in the school year of the retirement contingent upon the teacher completing the school year.

Said payment of supplementary benefits shall not be made to any teacher who has served as an "In-Service Facilitator" during his/her career.

#### **10. Teacher of Special Education**

Teachers of Special Education, including speech therapists, teachers of emotionally-disturbed students, and school psychologists, who are fully certified for the position, shall receive three hundred ninety-seven dollars (\$397).

Effective November 1, 1982 newly hired and/or newly assigned teachers certified in the above areas shall not be eligible for this stipend.

#### **11. Special Subject Teachers in the Elementary School**

Members of the bargaining unit who travel to more than one (1) school per day shall be reimbursed at the mileage rate set by the Internal Revenue Service each year and in accordance with the Superintendent's study as of May 1980.

#### **12. Home Teachers**

All home teachers shall be paid at the rate of twenty-six dollars and eighteen cents (\$26.18) per hour plus one-half (1/2) hour travel time.

1. Home teacher positions shall first be offered to the classroom teacher.
2. Should the classroom teacher not accept the assignment, the position shall be offered to teachers in the building from a pre-designated volunteer list arranged alphabetically.
3. Should no teacher in the building accept the assignment, the position shall then be offered to other members of the bargaining unit from a pre-designated volunteer list arranged alphabetically.
4. Should no member of the bargaining unit accept the assignment, the position shall then be offered to other certified teachers.
5. In the event that a teacher wishes to participate after the pre-designated volunteer list of teachers in a building has been established, the teacher will be placed at the bottom of the school's list for the remainder of the school year.

#### **13. In-Service Facilitator**

1. Teachers with twenty (20) years in East Providence shall be eligible to elect once during the remainder of his/her career to be an in-service facilitator for a school year.



2. Such teachers shall notify the Superintendent of his/her intention to become a facilitator by October 1 and during the first semester of the school year develop an outline for presentation drawing upon his/her own experience and literature in the field of education. Such presentation shall be delivered to faculty as part of the in-service training program during the second semester at a time designated by the Superintendent. A written synopsis of the presentation shall also be filed with the Superintendent for use in other teacher training programs.

3. The pay for said position shall be twenty-five hundred dollars (\$2,500).

4. The School Committee and the Association recognize that this program is designed to further the goals set forth by the Governor's 1991 Task Force in its report "To Improve Education in Rhode Island by the Year 1991", by making teachers feel "more valued as they put their experience and training to further use" and by increasing the "status, recognition and salary" of experienced teachers. The parties agree to fully cooperate toward achieving these ends.

5. The following exceptions to the In-service Facilitator apply only to those teachers employed during the 1991-1992 year:

a. Any teachers who terminates employment prior to eligibility for the In-service Facilitator will receive the actual amount of deferment.

b. Teachers who meet the contractual requirements for In-service Facilitator are eligible to receive an additional \$1,000.

Any teacher who has accessed his/her deferred monies is limited to twenty-five hundred dollars (\$2,500).

#### **14. After-School Science Labs**

All after-school science lab teachers shall be paid thirty-nine dollars and twenty-eight cents (\$39.28) per science lab.

#### **15. School/District Site Managers for State Testing**

Members of the bargaining unit who are designated by the Principal to coordinate State Testing shall be paid an annual stipend of seven hundred forty-six dollars (\$746.00).

#### **16. Response to Intervention**

Teachers Support Team members shall be paid an annual stipend of three hundred dollars (\$300.00) during their training year and five hundred dollars (\$500.00) per year after training and RTI has been implemented. The RTI Specialist will receive an annual stipend of seven hundred (\$700.00) per year. There will be no more than seven (7) PST (Problem Solving Team) members per building.

## **The Weingarten Right**

### The Right to a Shop Steward in Disciplinary Proceedings

One of the Fundamental rights of collective bargaining is that an employee on request may have a shop steward present if the employee is questioned by the employer about a matter that could lead to disciplinary action against the employee. The right to a steward is a Section 7 right of concerted activity protected by Section 8(a) (1). This is commonly called the Weingarten right, after the Supreme Court decision upholding the Board ruling establishing the basic principal. However, the employee must ask for the steward. The employer has no obligations to tell an employee of the right before questioning begins.


## **Right to a Safe School State Law 16-2-17**


Each student, staff member, teacher and administrator has a right to attend and/or work at a school which is safe and secure, and which is conducive to learning and which is free from the threat, actual or implied, of physical harm by a disruptive student. A disruptive student is a person who is subject to compulsory school attendance who exhibits persistent conduct which substantially impedes the ability of other students to learn or otherwise substantially interferes with the rights stated above, and who has failed to respond to corrective and rehabilitative measures presented by staff, teachers or administrators.

## How to Access the Wellness Portal

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

The first time you use the wellness portal, you will be prompted to the “Sign-Up Now” page to complete the Account Setup and Member Information sections.

1. Click on 
2. Complete Account Setup and Member Information sections.
  - **Employees** - Your Wellness ID is your member ID located on your BCBSRI member ID card (Example: ZBF123456789).
  - **Spouses** - Your Wellness ID is your member ID located on your BCBSRI member ID card (ZBF) + BCBSRI member # + s (Example: ZBF123456789s).

1. Read the Terms of Use and click “accept”.
2. Then click  at the bottom of the page.

Please note: Upon future log-ins, you will proceed directly from [www.gotowellnessworks.com](http://www.gotowellnessworks.com) to the wellness portal.

If you are unable to access your account, please contact customer support at 401-385-3964 or send an e-mail to [bcbsrisupport@prevention.com](mailto:bcbsrisupport@prevention.com).



Welcome to your Wellness Portal!

**Current User Login:**

Username:   
 Password:

**First Time Users: Register Here!**



To create an account, please establish a unique username and password. BCBSRI Member ID = Blue Cross & Blue Shield of Rhode Island Member ID (Example: ZBF000000000). Spouse/Partner BCBSRI Member ID = Blue Cross & Blue Shield of Rhode Island Member ID + S (Example: ZBF000000000S). Your BCBSRI Member ID can be found on your insurance card. Should you have questions about your BCBSRI Member ID, please contact Blue Cross & Blue Shield of Rhode Island Customer Support.

[Click here to sign up >>](#)

If you are unable to access your account, please contact Customer Service at 1-401-459-5000 or toll free at 1-800-639-2222, and select Wellness Portal from the menu options or send an email to [bcbsrisupport@prevention.com](mailto:bcbsrisupport@prevention.com).

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ACCOUNT SETUP	MEMBER INFORMATION
<p>Language  English - United States</p> <p>Wellness ID <input type="text"/></p> <p>Password <input type="password"/> <small>(max 20 characters)</small></p> <p>Retype Password <input type="password"/></p> <p>Password Question (optional)  What is your favorite restaurant?</p> <p>Answer <input type="text"/></p> <p>BCBSRI Member ID <input type="text"/> <small>As it appears on your insurance card.</small></p> <p>E-Mail Address <input type="text"/></p> <p>Retype E-Mail Address <input type="text"/></p> <p>Zip Code (optional) <input type="text"/></p> <p>Cell Phone Number (optional) <input type="text"/></p>	<p>Name <input type="text"/></p> <p>Date of Birth <input type="text"/></p> <p>Gender  <input type="radio"/> Male  <input type="radio"/> Female</p> <p>Height <input type="text"/></p> <p>Weight <input type="text"/></p> <p>Weight Goal  <input type="radio"/> Gain Weight - 2 lbs a week  <input type="radio"/> Gain Weight - 1 lb a week  <input checked="" type="radio"/> Maintain Weight  <input type="radio"/> Lose Weight - 1 lb a week  <input type="radio"/> Lose Weight - 2 lbs a week</p> <p>Activity Level  <input type="text"/></p> <p>Fitness Goal  <input type="text"/></p>



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

500 Exchange Street • Providence, RI 02903-2699

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## Personal Health Assessment and Online Portal Frequently Asked Questions (FAQ's)

Q. How do I access the Health Assessment?

**A. Go to: [www.gotowellnessworks.com](http://www.gotowellnessworks.com) (no longer going to [bcbsri.com](http://bcbsri.com) for wellness portal access)**

*The first time you use the wellness portal, you will be prompted to the "Sign-Up Now" page to complete the Account Setup and Member Information sections.*

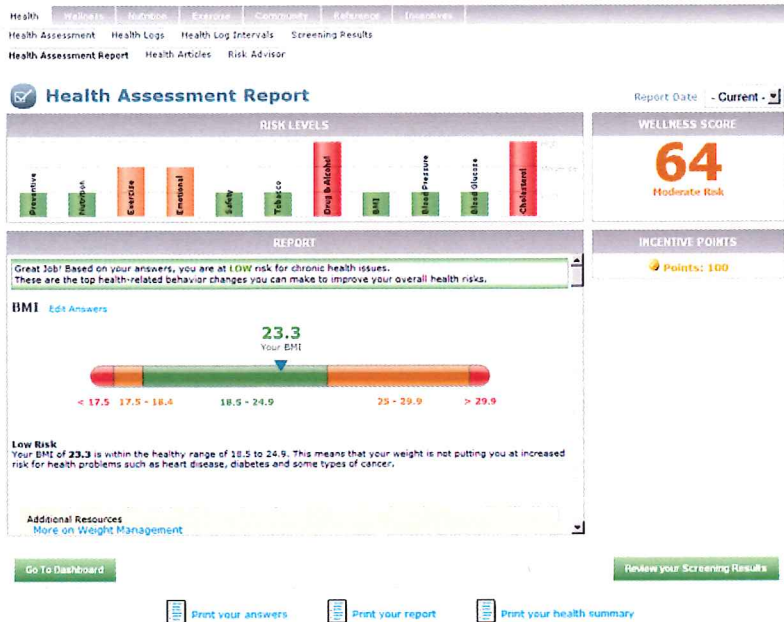
1. Click on "Click here to sign up".
2. Complete Account Setup and Member Information sections.
  - **Employees** - Your Wellness ID is your member ID located on your BCBSRI member ID card (Example: ZBF123456789).
  - **Spouses** - Your Wellness ID is your member ID located on your BCBSRI member ID card (ZBF) + BCBSRI member # + s (Example: ZBF123456789s).
  - Read the Terms of Use and click "accept".
3. Then click submit at the bottom of the page.

Q. What is a Health Assessment?

**A. A Personal Health Assessment is a confidential questionnaire that you can complete on [www.gotowellnessworks.com](http://www.gotowellnessworks.com).**

*The personal health assessment takes roughly 15 minutes to complete and asks a series of questions about your diet, automobile safety as well as tobacco and alcohol use, as an example. An option to connect to your summary of your results*

*is available on the health assessment reports page.*



Q. Will my results/personal health information for the assessment be shared with my employer?

**A. No, your personal results will not be shared with your employer and will not affect your health insurance premiums in any way.**

Q. Is my personal information protected when I take it online?

**A. Yes, data is transmitted from your computer to the health assessment application through secure connections.**

Q. You will be asked to setup a new password the first time you log in, but what happens if I forgot my password or need help?

**A. If you are unable to access your account, please contact customer support at 401-385-3964 or [bcbsrisupport@preventure.com](mailto:bcbsrisupport@preventure.com).**

Q. What are the benefits of wellness and taking a health assessment?

***A. Being well and fit will improve your performance and outlook on life and home and work. Leading a healthy lifestyle includes eating right and exercising and helps to: avoid certain illness, sleep more soundly think clear and cope with problems. Studies show that employees who participate in wellness programs enjoy short and long term benefits, are more productive, take fewer sick day and happier at their jobs and personal life.***

## 100/80 500 Coinsurance Plan

# Understanding Your Benefits

### ■ **Deductibles**

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

- \$500 per individual plan;  
\$1,000 per family plan in network
- \$1,000 per individual plan;  
\$2,000 per family plan out of network

### ■ **Out-of-pocket Limits**

The following is the maximum you would pay out of pocket for essential health benefits each year (including medical and pharmacy copayments, deductibles and coinsurance).

- \$1,500 per individual plan;  
\$3,000 per family plan in network
- \$3,000 per individual plan;  
\$6,000 per family plan out of network

### ■ **Please note:**

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

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
<b>Preventive Care</b>		
<ul style="list-style-type: none"> <li>■ Adult preventive care</li> <li>■ Child preventive care</li> <li>■ Immunizations</li> <li>■ Preventive lab, X-ray, and imaging</li> </ul>	\$0 per visit	20% per visit after deductible
<b>Primary Care Office Visits</b>		
<ul style="list-style-type: none"> <li>■ Adult primary care</li> <li>■ Adult gynecological exam</li> <li>■ Pediatric primary care</li> </ul>	\$20 per visit	20% per visit after deductible
<b>Specialist Office Visits</b>		
<ul style="list-style-type: none"> <li>■ Specialty care</li> <li>■ Chiropractic (limit 12 visits per year)</li> <li>■ Routine eye exam (limit 1 visit per year)</li> </ul>	\$30 per visit	20% per visit after deductible
<b>Outpatient Services</b>		
<ul style="list-style-type: none"> <li>■ Diagnostic lab, x-ray, and imaging</li> </ul>	\$0 per visit	20% per visit after deductible
<ul style="list-style-type: none"> <li>■ Medical/surgical care</li> <li>■ High-end radiology (e.g., MRI/CT/PET), nuclear medicine and sleep studies</li> </ul>	0% per visit after deductible	20% per visit after deductible
<b>Inpatient Services</b>		
<ul style="list-style-type: none"> <li>■ Hospitalization</li> <li>■ Maternity</li> <li>■ Mental Health</li> <li>■ Chemical dependency</li> <li>■ Rehabilitation (limit 45 days per year)</li> </ul>	0% per visit after deductible	20% per visit after deductible
<b>Hospital Emergency Services</b>	\$150 per visit	\$150 per visit
<b>Urgent Care</b>	\$50 per visit	\$50 per visit

■ **Beyond Benefits**

Sign in to your member page on [BCBSRI.com](http://BCBSRI.com), and you will have useful plan and wellness information at your fingertips.

**Access Your Benefits:**

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible and out of pocket maximum.
- Check out our cost and quality tools.
- Find the member handbook to learn what to expect from BCBSRI.

**Health Topics & Discounts:**

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

*Need Help*

**Call Customer Service**

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TTY/TDD (Telecommunication Device for the Deaf) Users should call 711

**Hours:**

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

What's Covered Service	What You Pay	
	In-Network	Out-of-Network
<b>Ambulance</b>		
■ Ground	\$50 per occurrence	\$50 per occurrence
■ Air/Water	0% per occurrence after deductible	0% per occurrence after deductible
<b>Durable Medical Equipment</b>	20% per service/device after deductible	20% per service/device after deductible
<b>Physical/Occupational Therapy (limit 30-visits per year)</b>		
■ Physical therapy	20% per visit after deductible	20% per visit after deductible
■ Occupational therapy		
■ Speech therapy		

*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 the number located on the back of your BCBSRI ID card. If you have questions about receiving medical care, please call your doctor.*



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

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## EAST PROVIDENCE SCHOOL DEPT

**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 **5885-0211, 0212, 0213, 0214, 0215**. **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 on permanent teeth - one procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement 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 and 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 36 months (bone grafts are not covered).
- Gingivectomies once per site every 36 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%**

- Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

**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 26.

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 nonsurgical 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.

All claims must be filed within one year of the date of service.

## Vision Eyewear Program

With the Vision Eyewear Program, you can receive reimbursement up to a **maximum of \$50 per member per benefit year** toward the purchase of prescription eyeglasses (lenses and/or frames) and contact lenses.

To receive reimbursement under the Vision Eyewear Program, simply follow the steps below:

- Pay for the prescription glasses and/or contact lenses
- Make a copy of your detailed receipt and write your member identification number on it
- Mail your receipt to the below address

**Blue Cross & Blue Shield of Rhode Island  
Claims Department  
500 Exchange Street  
Providence, RI 02903-2699**

For more information or if you have questions, please call our Customer Service Department at the appropriate number below:

Customer Service for BlueCHIP plans:

**(401) 274-3500 or 1-800-564-0888**

Customer Service for all other BCBSRI plans:

**(401) 459-5000 or 1-800-639-2227**



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# Your Prescription Drug Coverage

The BCBSRI formulary (drug list) covers a wide range of commonly prescribed medications. The chart below shows how the drugs are divided into four “tiers.”

		Copayment per 30-day supply	Mail Order 90-day Supply
Tier 1	▪ Low-cost generics	\$10	\$25
Tier 2	▪ Higher-cost generics and preferred brand name drugs	\$35	\$87.50
Tier 3	▪ Highest cost generics and non-preferred brand name drugs	\$60	\$150
Tier 4	▪ Specialty drugs	\$100	N/A



You can find the BCBSRI formulary by signing on to your BCBSRI.com member home page and following these steps:

1. Click “Pharmacy” in the navigation bar on the left.
2. Click “Premier” at the bottom of the page.
3. Click the “preferred drug list” link under the Drug Coverage section of the page.



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