

**AGREEMENT**

**BETWEEN**

**NEA/SOUTH KINGSTOWN**

**AND**

**SOUTH KINGSTOWN  
SCHOOL COMMITTEE**

**2013-2015**

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## **ARTICLE 1**

### **RECOGNITION OF COMMITTEE AND ASSOCIATION**

- A. The South Kingstown School Committee and the National Education Association/South Kingstown, hereinafter referred to as the Committee and the Association respectively, recognize that said Committee is created by law as agent for the State of Rhode Island to control and to manage the schools of the Town of South Kingstown as may be prescribed by Title 16 of the General Laws of Rhode Island and that said Committee members are the elected representatives of the people of South Kingstown. The Committee and the Association recognize that teaching is a profession. Both parties or their agents agree to meet jointly for the purposes stipulated within the framework of the School Teachers' Arbitration Act, Chapter 9.3, Title 28 of the General Laws of Rhode Island, as amended.
- B. Management Rights. Except to the extent that any other portion of the Agreement is to the contrary and consistent with the provisions of Article I, the management rights in the operation of the school system rest with the Committee and its administration.
- C. In accordance with the School Teachers' Arbitration Act, the Committee hereby recognizes the Association as the exclusive representative of all certified teaching personnel of the South Kingstown School System engaged in teaching duties; specifically excluding therefrom the Superintendent, Assistant Superintendent, principals, assistant principals and those employees in the employee schedule attached hereto and per diem substitute teachers. Per diem substitute teachers shall be defined as those substitute teachers who are employed for less than ninety (90) consecutive days in the same teaching assignment. All other teachers shall be covered by this Agreement

## **ARTICLE 2**

### **DISCRIMINATION AND COERCION**

- A. The Committee and the Association recognize the right of teachers to join or not to join an organization designed to promote their economic and professional welfare in matters as prescribed by and in accordance with the School Teachers' Arbitration Act. Further, the Committee and the Association shall not discriminate against any teacher who prefers not to join any teacher organization.
- B. Agency Shop. Where certified public school teachers have selected an exclusive bargaining representative organization, all non-members of the exclusive bargaining representative organization shall pay to the exclusive bargaining representative organization a service charge as a contribution toward the collective bargaining procedures involved in securing a contract and the administration of any collective bargaining agreement.

Prior to October 15 of each year, the Association will furnish to the Superintendent of Schools, a list of teachers in the bargaining unit who have chosen not to become active members of the NEA-SK/NEARI/NEA. The Union will notify the Superintendent of the amount of agency fee. The Committee will cause a sum equal to the stated charge to be deducted in equal amounts from the next ten (10) paychecks. If a teacher is employed after October 15, a sum equal to the stated charge will be deducted from the last paycheck paid prior to June 30. If a teacher terminates employment during the school year, the Committee shall deduct any agency fee remaining to be collected.

The Association agrees to indemnify and hold the Committee harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Committee for the purpose of complying with the provisions of this Section.

### ARTICLE 3

#### TEACHER EVALUATION

- A. 1. The parties reached a settlement agreement on 8/5/11 that provides as follows.
2. Except as provided in paragraph A.3 (immediately below) the following contract provisions shall be of no force or effect, beginning on September 1, 2011: Article 3, Article 5, §§ C(4), C(5), D and E(7); Article 9, §§ B(1), C, E and F(2); Article 21, § C [now Article 20, § 9C]. Instead, the School Committee policies, as they may be amended from time to time after discussion with NEASK, shall control these subjects.
3. In the event that a court of competent jurisdiction holds that the subjects covered by the provisions specified in paragraph A. 2, above, are mandatory subjects of bargaining for public school committees in Rhode Island, effective immediately, the aforementioned contract provisions shall become effective and within twenty (20) days after issuance of such court decision the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in paragraph A. 2 and bargaining shall commence.

A. ~~1.~~ Purpose of Evaluation

- ~~1. To assist the teacher in improving his/her instructional program and to encourage the retention of an effective and competent teaching staff.~~
- ~~2. To develop a better understanding by the teacher of what is expected of him.~~
- ~~3. To help the teacher recognize the extent to which he/she is reaching his/her professional goals, and to encourage self-development and professional growth.~~

~~B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio systems and similar surveillance devices shall be strictly prohibited.~~

~~C. No teacher shall be disciplined, reprimanded, suspended without pay as a disciplinary measure, reduced in rank or compensation, or deprived of any professional advantage without just cause. Whether just cause exists in any case shall be subject to the grievance procedure. The foregoing does not apply to extra pay positions except Department Heads.~~

~~In the event that the Administration finds it necessary to take disciplinary action regarding a teacher, the Administration shall take care to avoid communicating such action to the teacher in the presence of students or other staff members (except for the presence of Association representatives), unless the Administration needs to take immediate action and it is not feasible to communicate such action confidentially. The just cause provision shall not apply to any decision by the Administration to place a teacher on administrative leave with pay during an investigation.~~

~~D. 1. In the case of tenured special education personnel: A special education teacher may request the participation of a special education administrator in the evaluation process, including independent observation.~~

~~2. By October 1 of each year, members of the bargaining unit who are to be evaluated by an administrator shall be provided with the name of that administrator in writing, and members of the bargaining unit who are to participate in a peer conferencing process will have completed the selection of the peers to participate in that process. This assignment may change for unavoidable reason (e.g. administrator departure or serious illness).~~

~~E. Frequency and Type of Evaluation~~

~~1. Teachers who have earned tenure (at the end of year three) and who have not yet reached the end of their 14th year of teaching shall normally be evaluated by the principal or other appropriate administrator every second year.~~

~~2. Teachers who have earned tenure and who have completed their 14th year of teaching shall normally be evaluated by the principal or other appropriate administrator every third year.~~

~~3. Teachers who have not yet earned tenure shall experience a minimum of four (4) observations, each of which shall result in a written report, and at least one of which shall be a formal evaluation.~~

~~4. For tenured teachers, if there is documented concern about teaching performance, they may be placed back on an annual evaluation schedule for a minimum of one~~

~~year until the source of concern has been remediated in the judgment of the evaluating administrator.~~

- ~~5. If a teacher believes that the designated administrator has abused or incorrectly applied the evaluation process, that member of the bargaining unit may appeal directly to the Superintendent, and/or they may use the grievance process to seek resolution.~~

## ~~F. Procedures for Evaluation~~

### ~~1. Establishment of Professional Objectives~~

- ~~a. By October 15 of each school year, the teacher shall submit a proposed set of professional objectives together with target dates for completion of those professional objectives during the school year, to his/her designated evaluator. In the case of special education personnel, a copy of the proposed professional objectives may be sent to the Director of Special Education even if he/she is not the designated evaluator.~~
- ~~b. The designated evaluator may accept the professional objectives established by the teacher or may make revisions in those professional objectives. If the evaluator determines that revisions are needed, he/she shall first meet with the teacher to discuss revised or additional professional objectives and the reasons for them. Any such revised professional objectives must be related to the teacher's assigned school activities. If the teacher disagrees with the revised goals, he/she shall submit in writing to the designated evaluator, specific reasons for the disagreement. The teacher may send a copy of the statement to the Union President and the Superintendent.~~

### ~~2. Methods of Evaluation~~

- ~~a. The evaluation process shall include observations, formal and informal, of the teacher's classroom performance, appraisal of the performance of other assigned school activities, and assessment of the teacher's achievement of professional objectives established at the beginning of the evaluation process.~~
- ~~b. The following shall apply to formal classroom observations:
  - ~~(1) The observation may be preceded by a pre-observation conference between the teacher and the observer who may be the designated evaluator or another appropriate administrator, if the observer believes it is appropriate or the teacher so requests.~~~~

~~(2) The observer shall make a written report of the formal observation. A copy of the report shall be given to the teacher, normally within ten (10) school days of the observation. A copy shall be maintained by the designated evaluator for inclusion in the summary evaluation at the end of the school year. The observation report shall designate areas needing improvement, if any, and recommendations which will assist the teacher in achieving improvement in those areas.~~

~~(3) If the observer determines that it is appropriate or if the teacher so requests, a formal observation shall include a pre and post-observation conference at which the observation will be discussed. At the post-observation conference the teacher shall receive a copy of the preliminary written report, which shall not become final until the teacher has an opportunity to provide supplementary data to be considered by the evaluator.~~

~~e. Informal observations and classroom visitations may be made and will result in a written report, with a copy delivered to the teacher normally within five working days of the visit.~~

~~d. Conferences other than those associated with observations may be scheduled to discuss progress toward professional objectives, needed modifications or additions, and overall performance of the teacher. Such conferences may be initiated either by the designated evaluator or by the teacher.~~

#### G. Evaluation Documents

~~1. At the completion of the evaluation cycle for tenured teachers and at the end of the school year for non-tenured teachers, a report shall be prepared by the designated evaluator. This report shall address the extent to which professional objectives established at the beginning of the school year have been met, the quality of the teacher's classroom performance and performance of other assigned school activities. The report shall include an overall rating for the year. Attached to this overall evaluation report shall be supporting documents developed throughout the year, including reports of formal or informal observations. This evaluation report shall designate areas needing improvement, if any, and recommendations for improvement in each such area.~~

~~2. The evaluation report shall contain space for appropriate comments by the teacher which must be included prior to the teacher's signing. If the teacher does not wish to add comments, that shall be indicated in the space provided. In addition, the teacher may submit written comments to be appended to the evaluation. Normally, such must be submitted within thirty (30) calendar days of receipt of the evaluation report.~~



- ~~3. The teacher shall sign the evaluation report to signify that he/she is aware of the evaluation. After the teacher and designated evaluator have signed the report, a copy of the evaluation shall be given to the teacher.~~
- ~~4. A copy of the evaluation report shall be forwarded to the Superintendent for his/her review prior to its inclusion in the teacher's personnel file.~~

~~H. Department Chairs~~

~~Department Chairs may be assigned to monitor fulfillment of departmental responsibilities, establish professional objectives with members of their department, conduct classroom observations related to subject content and standards, and to provide resulting data to the supervising administrator. The summative evaluation shall not be based solely on the data collected by the department chair~~

## ARTICLE 4

### TEACHER FILES

- A. All teacher files shall be maintained at the administration building under the following circumstances:
  1. With the exception of references and information obtained in the process of evaluating a teacher for employment, no material derogatory to that teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read it. The teacher shall acknowledge his/her reading of the material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature signifies merely that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
  2. The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
  3. The teacher shall be given access to his/her file upon request, excluding references and information obtained in the process of evaluation for employment.
  4. The teacher, upon receipt of a written request, shall be furnished a reproduction of any material in his/her file, excluding references and information in the process of evaluation of the teacher for employment, within ten (10) calendar days of the receipt of the request.
  5. All documents pertaining to a teacher's evaluation shall be maintained in the teacher's file.

6. Any formal complaints regarding a teacher made to the Administration by any parent, student, or other person shall be promptly called to the teacher's attention, in writing, with a copy of the formal complaint attached. A formal complaint shall be understood to mean a complaint made directly to the teacher's immediate supervisor, building principal, Superintendent of Schools, in writing.

## **ARTICLE 5**

### **VACANCIES, TRANSFERS, & PROMOTIONS**

- A.
  1. The parties reached a settlement agreement on 8/5/11 that provides as follows.
  2. Except as provided in paragraph A.3 (immediately below) the following contract provisions shall be of no force or effect, beginning on September 1, 2011: Article 3, Article 5, §§ C(4), C(5), D and E(7); Article 9, §§ B(1), C, E and F(2); Article 21, § C [now Article 20, § 9C]. Instead, the School Committee policies, as they may be amended from time to time after discussion with NEASK, shall control these subjects.
  3. In the event that a court of competent jurisdiction holds that the subjects covered by the provisions specified in paragraph A. 2, above, are mandatory subjects of bargaining for public school committees in Rhode Island, effective immediately, the aforementioned contract provisions shall become effective and within twenty (20) days after issuance of such court decision the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in paragraph A. 2 and bargaining shall commence.
- B. Definitions/Scope of Article
  1. This Article shall not apply to Team Leader positions.
  2. A permanent vacancy is defined as any new or existing bargaining unit position, either full time or part time, caused by death, resignation, retirement, promotion, discharge, creation of a new position or second year leave of absence, which lacks an incumbent and which the Committee intends to fill for at least a full school year.
  3. Promotional positions are defined as:
    - a. positions paying a salary differential (including Department Head and Instructional Coordinator positions) and
    - b. positions on the Administrator - Supervisory level.

4. A temporary vacancy is defined as any new or existing bargaining unit position which lacks an incumbent and which the Committee intends to fill for a minimum of 90 school days to a maximum of 180 school days.

C. Department Head/Instructional Coordinator positions

Department Head/Instructional Coordinator positions will not be filled through the Job Fair process. If a Department Head/Instructional Coordinator position becomes vacant on or after the effective date of this Agreement, the position will be posted in accordance with the provisions of Section D.1 below and will be filled through an application process. The Superintendent shall have the right to select the most qualified applicant for each position. In the event that the two most qualified candidates are equally qualified for the position, the Superintendent shall appoint the most senior of such applicants to the position.

D. Vacancies Occurring During the School Year

1. All vacancies (as defined above) and promotional vacancies that occur during a school year shall be published by a written notice. The notice shall be forwarded to the Association President and copies shall be posted in every building.
2. No vacancy (as defined above) or promotional vacancy shall be filled permanently until a notice of such vacancy has been posted for fifteen (15) working days, unless a shorter posting period is agreed to by the School Committee and the NEA/SK. A vacancy which is posted with less than fifteen (15) days remaining in the school year, shall be posted for the remainder of the school year. In addition, if posted with five (5) or less days remaining in the school year, a copy of the notice shall be placed in each teacher's mailbox.
3. Qualifications and other pertinent information shall be set forth in notices of vacancies.
- ~~4. All vacancies (as defined above) shall first be filled from the recall list. In the event the vacancy is not filled in accordance with the recall procedures in Article 9.C, the vacancy shall be filled by temporary appointment.~~
- ~~5. In the event a vacancy in a permanent position (as defined above) occurs after the beginning of the school year, the vacancy shall first be filled on a temporary basis for the remainder of the school year from the recall list. In the event the vacancy is not filled in accordance with the recall procedures in Article 9.C, the vacancy shall be filled by temporary appointment for the remainder of the school year. At the conclusion of the school year, the position shall be included as a vacant position for the following school year and shall be filled in accordance with the job fair procedures set forth below.~~

6. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status and without regard to membership or nonmembership in the Association.

~~D. Job Fair~~

- ~~1. There will be two Job Fairs, one in June (called the June Job Fair), at least one week before the end of school, and one in July or August (called the July/August Job Fair), at least one week before the opening of school. These Job Fairs will be held for all employed teachers interested in transferring to other positions. A mutual date, time, and place for the July/August Job Fair will be determined and distributed to the certified staff no later than 5 school days prior to the last day of school in June. The Superintendent and the NEA/SK may mutually agree to schedule a Job Fair between the June Job Fair and the July/August Job Fair.~~
- ~~2. Prior to each Job Fair, the following procedure will take place:~~
  - ~~a. Teachers who received layoff notices but have had layoff notices rescinded, are returned to the position from which they were laid off.~~
  - ~~b. Teachers who were involuntarily transferred will be offered the vacancy that exists in a position from which that teacher was involuntarily transferred unless such offer results in a displaced teacher being without a position.~~
  - ~~c. Teachers who were displaced but did not receive a layoff notice will participate in the regular job fair process.~~
  - ~~d. In order to qualify for a position at the Job Fair, a teacher must either:~~
    - ~~1. Have proof of certification on file at the Superintendent's office prior to the day of the Job Fair, or,~~
    - ~~2. Produce an original letter on official Department of Education stationery, indicating that the teacher is certifiable and has applied for, but has not received a certificate, or,~~
    - ~~3. Produce an original signed letter from the Superintendent indicating that he/she has received confirmation from the Rhode Island Department of Education that the teacher is certifiable and has an application on file with R.I.D.E., but has not received a certificate.~~

~~The teacher has sole responsibility to ensure he/she is qualified to participate in the Job Fair as outlined above.~~

~~Any teacher who has received an unsatisfactory evaluation within the two school years preceding the Job Fair shall not be eligible to participate in the Job Fair without the permission of the Superintendent.~~

- ~~e. Elementary buildings will review classroom assignments to determine which positions go to the Job Fair. In determining what positions will go to the Job Fair, teachers will not normally be moved more than one grade level up or down except where the teacher has prior experience in the newly assigned grade or where other educationally appropriate reasons necessitate a shift of more than one grade.~~
- ~~3. Teachers, especially those who were involuntarily transferred from a position, who are interested in changing positions, must attend the Job Fair if they want an opportunity to do so:~~
- ~~a. If a teacher cannot attend a Job Fair, another member of NEA/SK may be that teacher's proxy.~~
  - ~~b. That teacher's proxy will have full responsibility to select a teaching assignment for the teacher represented.~~
  - ~~c. The official form for a proxy must be obtained from the President or a faculty representative of NEA/SK. The proxy form must be completely filled out and witnessed by an Officer or a faculty representative. The completed and witnessed proxy form must be returned to the President of NEA/SK no later than three (3) days prior to the Job Fair. This three (3) day notice may be waived in case of an emergency. However, the proxy must be presented to the President of the NEA/SK prior to the start of the Job Fair.~~
- ~~4. At each Job Fair, the following will take place:~~
- ~~a. The existing vacancies are offered to all employed teachers present at the Job Fair or represented by proxy.~~
  - ~~b. All requests will be honored based on seniority and appropriate certification.~~
  - ~~c. All vacancies created by voluntary transfers will be made available at the Job Fair.~~
  - ~~d. If a position becomes available during the Job Fair from which a teacher was involuntarily transferred, that teacher has the first option and must at that time indicate her/his desire to accept that position either in person or by proxy.~~

- e. ~~A teacher may "bid" for and accept a position and then "bid" for and accept a subsequent position, relinquishing the first assignment during the Job Fair or at each of the Job Fairs.~~
  - f. ~~No selection, with the exception of those teachers returning to positions from which they were involuntarily transferred, will be allowed under this procedure if the final effect causes the blocking of a recall of a teacher who was either employed or on the Layoff/Recall list at the time of the previous July/August Job Fair.~~
5. ~~Any part time position that is made full time must be a new position and, therefore, a vacancy. Filling this vacancy should not prevent a layoff from being rescinded nor displace a teacher, unless the position is to be filled by a teacher who was involuntarily transferred from this position.~~
6. ~~One Year Leave of Absence:~~
- a. ~~The position goes to the Job Fair the first year, with the understanding that the position is a temporary one year position.~~
  - b. ~~The position that a teacher left to take the temporary position is no longer hers/his; it goes to the Job Fair at the time that the teacher took the temporary job.~~
  - c. ~~The teacher going on leave comes back to the same position at the end of the first year unless he/she was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher. The teacher who filled the temporary position will be either displaced or laid off depending on seniority.~~
  - d. ~~If the teacher on leave does not come back at the end of the first year, the position is declared vacant and goes to the Job Fair.~~
7. ~~Second Year Leave (or more) of Absence:~~
- a. ~~The teacher returning from leave after the second year is guaranteed a job.~~
  - b. ~~The teacher returning must go to the Job Fair and bid on a position.~~
8. ~~One Year Medical Leave (paid/unpaid):~~
- a. ~~All one year medical leaves will be evaluated by the Superintendent to determine if the request falls under the criteria of this section.~~

- ~~b. — The position goes to the Job Fair with the understanding that the position is a temporary one year position.~~
- ~~c. — The position that a teacher left to take the temporary position is no longer hers/his; it goes to the Job Fair at that time.~~
- ~~d. — The teacher going on a one year medical leave comes back to the same position unless he/she was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher. The teacher who filled the temporary position will be either displaced or laid off, depending on seniority.~~
- ~~e. — If the teacher on a one year medical leave terminates her/his employment, the position is declared vacant and goes to the next Job Fair.~~
- ~~f. — If the teacher on a one year medical leave is granted additional years of medical leave, the teacher who filled the temporary position will continue in that position until the teacher on the medical leave comes back (the concept of letter "d" above applies) or terminates her/his employment (concept of letter "e" above applies).~~

~~9. — Job Shares:~~

~~————— If a position is approved by the Superintendent for Job Sharing, the following will take place:~~

- ~~a. — The position goes to the Job Fair with the understanding that the position is a temporary position.~~
- ~~b. — The position that a teacher left to take the job share position is no longer hers/his; it goes to the Job Fair at the time that the teacher took the job share.~~
- ~~c. — The teacher sharing her/his job comes back to the same position unless he/she was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher. The teacher who filled the job share will be either displaced or laid off depending on seniority.~~
- ~~d. — If the teacher sharing her/his job terminates her/his employment, the full position is declared vacant and goes to the Job Fair. The teacher who filled the job share will be either displaced or laid off depending on seniority.~~

~~10. — The posting of such vacancies will be done at least ten (10) days before each Job Fair. For Middle School positions, the posting will include the team, grade level, location and subject area.~~

- ~~11. A supplemental posting may be generated by the Administration, with prior approval of the NEASK no later than five (5) school/work days before each Job Fair.~~
- ~~12. After each Job Fair, the following will take place:
  - ~~a. All vacancies which exist are offered to all teachers on the Layoff/Recall list based on seniority and appropriate certification.~~
  - ~~b. Any vacancies not filled by teachers on the Layoff/Recall list will be filled by the school committee.~~
  - ~~c. Newly hired teachers selected for the positions referred to in 13.b will become full members of the bargaining unit and will have all rights of seniority and recall except as noted in 4.f.~~
  - ~~d. Laid off teachers who have not been recalled will be allowed to select positions remaining available, subject to being recalled by the School Committee.~~~~
- ~~13. When a vacancy or opening occurs after the July/August Job Fair, the position must be offered to certified staff on the Layoff/Recall list and then to those certified staff members that are part time based on certification and seniority. Vacancies still existing shall be filled by temporary employees who shall fill such positions for the duration of the vacancy or until the end of the school year, whichever comes first.
  - ~~a. Teachers filling such positions for fewer than ninety (90) full school days shall have no seniority rights or recall rights upon termination.~~
  - ~~b. All vacancies resulting from the termination of these temporary employees shall be included in the June Job Fair posting.~~~~
- ~~14. If the School Committee, after the July/August Job Fair is held, reinstates all or part of a position that was cut for the current school year, the following will occur:
  - ~~a. The teacher whose job was cut or eliminated will be voluntarily transferred back to the position that has been reinstated. If that teacher does not want to be transferred, that teacher will remain where he/she is and will be taken off the Involuntary Transfer list and the reinstated position will follow Section 13 above.~~
  - ~~b. If the teacher whose job was cut or eliminated transfers back to the position that has been reinstated, then that reinstated position will not be posted at the June Job Fair of the current school year.~~~~



E. Transfer - Involuntary

1. When involuntary transfers are necessary, a teacher shall not be assigned to a position outside his/her area of certification.
2. Notice in writing of proposed involuntary transfers shall be given as soon as possible to the teachers involved immediately upon knowledge of such transfers, and whenever possible not later than three (3) days prior to the close of school in June, in accordance with Article 10, A.
3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher shall be notified in writing of the reasons for the transfer.
4. The Committee and the Association recognize the prerogative of the Committee, through its Superintendent, to place teachers within the school system where they will best serve the interest of the school system. No teacher shall be transferred involuntarily without good cause.
5. No involuntary transfer shall be made subsequent to October 1 of the school year in which the transfer is to become effective except in an emergency situation.
6. All vacancies shall be filled by voluntary transfers whenever possible.

**ARTICLE 6**

**TEACHING HOURS AND TEACHING LOAD**

A.

1. The regular work day for teachers shall be six hours and forty minutes:

At the elementary level, six (6) minutes will be before the start of the student's regularly scheduled school day and six (6) minutes after the end of the students' regularly scheduled school day.

At the middle school level, fourteen (14) minutes will be before the students' regularly scheduled school day and fourteen (14) minutes after the end of the students' regularly scheduled school day.

At the high school level, five (5) minutes will be before the start of the students' regularly scheduled school day and five (5) minutes after the end of the students' regularly scheduled school day.

All staff shall report to their teaching/work stations at the beginning of their regular work day according to the following schedule:

Elementary Schools - at least six (6) minutes prior to the start of classes

Middle Schools - at least ten (10) minutes prior to the start of classes

High School - at least five (5) minutes prior to the start of classes

2. During the aforementioned time periods, teachers will be available to provide professional services.
3. Teachers may agree to remain beyond the herein prescribed school day if so requested by the principal.
4. No arbitrary or unreasonable changes in starting and/or ending times will be made once the school year commences.
5. So long as the Committee expects teachers to conduct parent-teacher conferences at the elementary level, the Committee shall schedule, subject to the approval of the Commissioner of Education, parent-teacher conferences as follows:
  - a. Grades K-5 - one (1) full day per year provided by released time, to the extent that the structure of the kindergarten program is a full day program.

A teacher may adjust his/her schedule on the parent conference day in order to accommodate evening meetings, provided that no teacher's work day shall end later than 9 p.m. and no teacher's work day shall be greater than 6 hours and 40 minutes (plus a 2-hour meeting from the 11-hour total meeting time as provided in Article 6.). Such adjustment shall be done to assure reasonable access to a conference for all parents.

#### ELEMENTARY SCHOOL COMMON PLANNING

6. Eight minutes will be moved from each school day (4 minutes from teacher arrival and 4 minutes from teacher departure) to create a 40 minute block either before or after school for teachers to commonly plan before students arrive or after students have left the building. This scheduling provides flexibility for special education staff to participate in grade level CPT.

Grade level teams in each building at the elementary level, SKIP educators, therapists and Unified Arts educators designate a regularly schedule day and time

weekly to meet (either before or after school) and inform their administrator of the date and time.

A Unified Arts Common Planning Time Facilitator would need to be appointed.

#### Expectations of the Work

1. Each Elementary school principal in collaboration with CPT facilitators shall design the organizational model for facilitation of CPT. This will include: creation of agendas and collection and distribution of minutes.
2. The teams of teachers will work on the implementation of core standards in conjunction with the district's strategic plan.
3. Goals will be set taking into account student performance on local and state assessments as well as school improvement goals.
4. Teachers will identify student learning gaps, collectively strategize how to address the gaps in student performance, create common formative assessments that will be used and scored in consistent ways, and then review the data to determine if student achievement increased.
5. Results will elucidate areas where future instructional experience requires modification.

The following CPT facilitator positions will have a stipend of \$750 each. Every elementary school shall have 5 CPT facilitators (1 per grade level). There will be 1 CPT facilitator for the SKIP program, 1 CPT facilitator for the Unified Arts educators, and 3 CPT facilitators established at Broad Rock for Grade 5.

B. HIGH SCHOOL COMMON PLANNING. The School Committee may move high school common planning time to the end of the day, provided it develops a transition plan for students and presents the plan to the faculty by March 1 of the school year preceding implementation.

C. The work year for teachers shall consist of not more than 182 days, as follows:

Elementary and middle schools: 180 instructional, 1 professional development day, 1 parent-teacher conference day.

The current school year of one hundred eighty two (182) days (of which one hundred eighty (180) are instructional days) shall remain unchanged; however, one (1) professional development day at the high school shall be eliminated and replaced by a Senior Portfolio Review day. In the event that Senior Portfolio Review requires less than a full day, the remaining time shall be devoted to professional development.

Senior portfolio review day shall be a non-school day for students including only those students involved in the portfolio review.

The district shall provide Senior Portfolio Review training for those individuals who will participate in assessing Senior Portfolio projects.

The structure of the professional development days will be determined within each school by the faculties and the school administration.

New teachers may be required to attend additional orientation sessions, up to the following:

- (1) one full day within one week prior to the beginning of the work year; or,
- (2) two half days, within one week prior to the beginning of the work year; and
- (3) a maximum of four (4) sessions, lasting no more than one hour each, immediately following the end of the work day. The four sessions must be held within four (4) months after initial employment or are waived.

Days in addition to instructional days will be contiguous with the school year.

D. Lunch Periods:

1. The elementary school duty-free lunch period shall be no less than thirty (30) minutes.
2. The middle school duty-free lunch period shall be no less than thirty (30) minutes.
3. The high school duty-free lunch period shall be no less than twenty-two (22) minutes.

- E. In addition to homeroom duty, middle school and high school teachers shall not be assigned more than twenty-five (25) teaching periods per week. For the purposes of this section, the conducting of a regularly-scheduled and assigned club or tutorial period during school hours in excess of twenty-five (25) periods shall count as a teaching period and shall be compensated in accordance with agreement of the parties. At the middle and high school level, homeroom may include student advisory activities. Homeroom at the High School shall be renamed Advisory.

Advisory activities will be subject to ongoing development, and the ratio of teachers to students shall be no more than 2:26.

The Parties agree that a committee (Advisor/Advisee Committee) shall be established to examine Advisor/Advisee and to make recommendations to the faculty. The requirements imposed upon the Advisor/Advisee program shall only be those established

by the Rhode Island Department of Education, and those recommendations of the committee to which the faculty consents.

- F. Teachers in grades 6-12 shall not be required to teach more than two (2) subject matter areas.
- G. Teachers shall be permitted to leave the building during unassigned periods only after signing out with the principal or his/her authorized agent.
- H. Teachers' participation (without compensation) in extra-curricular activities shall be strictly voluntary.
- I. Teachers shall be required to leave each day lesson plans, schedules, seating plans, or other information for three (3) days. If a teacher has a planned absence of longer than one week, the teacher will leave lesson plans for the first full week of the planned absence, plus a general outline of material to be covered beyond that week for up to three weeks.
- J. Unassigned Time

- 1. It is understood that when a teacher in a special area is in charge of a class the general education elementary teacher may leave the classroom. The unassigned time provided by these special area teachers shall be given on different days of the week. The School Committee will use its best efforts to find a substitute for any teacher in a special area who may be absent for any reason.

Each general education elementary teacher shall receive 160 minutes per week of such unassigned time, in blocks of at least thirty (30) consecutive minutes. The unassigned time shall be scheduled on at least three (3) different days of the week and reasonable efforts shall be made to give it on four (4) different days of the week. Special programs shall not interfere with a teacher receiving unassigned time as long as the itinerant teacher is supervising the students. Before and after school shall not be considered as unassigned time.

- 2. By mutual agreement between the general elementary education teacher and the principal, the teacher may observe a special area teacher and equivalent unassigned time shall be scheduled within twenty (20) working days of the observation.
- 3. Elementary based itinerants (physical education, music and art) shall receive 160 minutes of unassigned time during each week. Elementary special education teachers shall receive 160 minutes of unassigned time in each week. The School Committee will use reasonable efforts to provide such unassigned time in blocks of at least fifteen (15) minutes, which shall be exclusive of student passing time between classes. Before and after school shall not be considered as unassigned time.

K. The Committee and the Association acknowledge that a teacher's primary duty is to teach, and that his/her energies should to the extent possible, be utilized to this end. Both the School Committee and the NEA/SK acknowledge that teachers share in the responsibility for supervising students throughout the school day (including corridor passing time and student arrival and dismissal) and are committed to promoting student safety.

1. In recognition of school safety, elementary school teachers will make every reasonable effort to escort students between classes and to the dismissal area. The schedule will be determined by the teachers involved.
2. Within each Middle School and within the High School, teachers shall spend a total of thirty minutes per week in performing roving supervisory duty, as assigned by the Principal. Such roving responsibility will not include supervision of playgrounds, lunch duty, bus loading-unloading, study halls and/or commons. The roving responsibility will occur during the Learning Center time at the High School and will occur during one of the administratively determined common planning periods at the Middle Schools.
3. Teachers may volunteer to perform supervisory responsibilities in addition to those set forth above.

L. It is understood and agreed that at the High School any unassigned period provided by a release from non-professional tasks will be used for the following professionally related activities:

1. Individual or small group tutorial work.
2. Team meetings or parental conferences.
3. Directing independent studies by students.
4. Student advisory related activities.
5. Teacher Learning Center (TLC). TLC consists of multidisciplinary teams of teachers who meet during an unassigned period. TLC is a teacher-directed process. TLC groups determine their goals and strategies targeted at the improvement of teaching and learning.

The role of administration is to provide scaffolded support, including ongoing facilitator training, to TLC groups in order to promote and assure effective work.

Two teachers will:

- √ Facilitate each group.
- √ Maintain daily TLC logs available to the principal.

The group of TLC facilitators will meet with the principal at least quarterly.

It is expected that TLC groups will:

1. Develop goals targeted at the improvement of teaching and learning.
2. Take into account current student performance.
3. Assess the effectiveness of their work to inform future steps.

Facilitator stipend: \$750.00

M. Faculty Meetings

All teachers are required to attend a maximum of eleven (11) faculty meetings per year, one of which may be in the evening, at the discretion of the principal for such activities as parent-teacher conferences, open house, science fairs, parent nights, and other non-supervisory activities. The duration of faculty meetings, excluding the evening meeting, shall not exceed 60 minutes, except agreed otherwise by a majority of the attending faculty. Open house shall not exceed one-hour and 45 minutes.

There will be a notice of one week for such meetings and the notice shall be accompanied by an agenda. In the instance of extreme emergency, the notice period may be waived. Attendance at such meetings may be waived for a reasonable excuse by the building principal. Intramural activities shall not interfere with scheduled faculty meetings.

Special Education staff may be required to attend up to five (5) special education faculty meetings, of which three (3) shall be in lieu of building faculty meetings.

N. Department/Team/Elementary Staff Meetings

1. Faculty shall participate in eleven (11) hours per year for orientation and after school meetings as follows:
  - a. Orientation Day. All grade levels shall attend one two-hour meeting for orientation prior to the opening of school. The two-hour orientation meeting shall occur on either the Wednesday or Thursday prior to Labor Day when the school year begins after Labor Day.
  - b. Elementary School: In addition to the orientation day (above), there shall be one other two-hour meeting and seven one-hour meetings. The additional two-hour meeting shall be used for extending the parent-teacher conference day. The seven one-hour meetings shall be used for professional development.
  - c. Middle School: In addition to the orientation day (above), there will be nine one-hour meetings to be used for professional development.

- d. High School: In addition to the orientation day (above), there will be three one-hour meetings to be used for professional development.
2. Faculty attendance is mandatory, unless otherwise excused by the Administration or when discharging recognized paid leave (i.e., sick leave, personal leave).
3. No fewer than seven of the meetings shall be devoted to professional development, instructional improvement priorities and building and district improvement priorities. Three of the meetings shall deal with departmental, team, grade level or other faculty subgroup issues.
4. At the last faculty meeting of the preceding year a tentative yearly schedule/agenda (including the content of meetings) shall be developed in cooperation between the respective building principal and:
  - a. the Department Chairs at the secondary level;
  - b. the Instructional Coordinators at the middle school level; and
  - c. at the elementary level, a grade level committee (one primary teacher, one intermediate, one special education) selected from the faculty by the Association president.

The schedules shall be forwarded to the Association president as soon they are developed, but in any case no later than the end of the second week of the school year.

5. Faculty members not assigned to a specific department or team shall meet as a group with the building principal to set a yearly schedule/agenda (including the content of meetings) and shall not be assigned to a meeting that is not adjacent to their normal school day.
  6. Teachers shall receive a stipend for attendance at the aforementioned meetings (11 hours) equal to their per diem rate of pay (1/182<sup>nd</sup>). Unauthorized absences shall result in an hour-for-hour reduction in the stipend. A decision by the School Committee, Superintendent or other Administrator to reduce the number of meetings or cancel any meeting shall not affect teacher stipends under this provision.
- O. During the second semester of each school year, each elementary building will convene a Recess Committee comprised of a lower primary teacher, and upper primary teacher, building principal, and the Association Building Representative, to formulate a recommendation for the recess/lunch schedule for the following school year. The recommendation of the Recess Committee shall be presented to the building faculty and, upon approval, implemented the following school year.



- P. Teachers whose assignments require travel between buildings during the school day shall be compensated at the same per mile rate as adopted by the Town of South Kingstown. Reasonable effort shall be made to schedule elementary itinerant teachers (music, PE, art, library) in no more than two (2) schools per day. Such teachers shall have opportunity for input in their schedule.
- Q. The Superintendent or his/her designee shall forward a copy of the proposed itinerant schedule to each itinerant teacher when being developed. Each itinerant may submit comments on the schedule, and may request a meeting with the Superintendent or his/her designee to discuss the proposed schedule, which request shall not be unreasonably denied.
- R. Teachers in grades 6-12 may volunteer to cover another teacher's class in the absence of the regular teacher. Teachers covering such classes shall be compensated at the rate of \$25 per class period covered.
- S. Middle School Teachers
1. Teaching Load. In accordance with the provisions of Article 4, Section C, Middle School teachers will not be assigned more than twenty-five (25) teaching periods per week. For the six-period schedule, teachers will not be assigned more than four (4) teaching periods per day. In the event that the School Committee establishes a seven-period schedule during the term of this Agreement, teachers will not be assigned more than five (5) teaching periods per day following implementation of that schedule.
  2. Common Planning Time. Teachers on Middle School teams will have six common planning periods per six-day schedule cycle, two of which will be used for purposes determined by the Administration, and one of which will be used for guidance-related purposes.
  3. Scheduling of Students. The Administration shall have the right to schedule students. However, Middle School teachers shall have the right to make temporary adjustments in the schedules of students for the purpose of furthering the educational interests of students. In the event that a temporary adjustment is expected to last two or more days consecutively, the teachers on the team must notify the Administration regarding the adjustment. The Administration shall have the right to rescind any temporary adjustment when the Administration concludes that the temporary adjustment impedes the educational interests of any student. In no case shall the School Committee have any responsibility for any situation in which such temporary adjustments result in any violation of any provision of this Agreement. If such a violation occurs, neither the Association nor any affected teacher shall have any right to file and/or pursue any grievance in connection with such an alleged violation, except as follows: in the event that the NEA/SK notifies the Building Principal that a temporary adjustment violates the contract, and the Building Principal fails to correct the alleged violation, and in

the event that the NEA/SK then notifies the Superintendent of the alleged violation and the Superintendent fails to correct the alleged violation, then the NEA/SK shall have the right to file a grievance concerning the Administration's failure to correct the alleged violation.

4. Special Education Teachers. Middle School special education teachers will not normally be assigned to work with students on more than two teams.
5. The School Committee will provide reading/literacy staffing at the Middle School level, so that there is one reading/literacy teacher per grade level in each building. The reading teachers will participate in the scheduling of reading services with the building administration.

## **ARTICLE 7**

### **CLASS SIZE**

#### **A. Elementary (K-5)**

1. Elementary school buildings shall have a maximum teacher-pupil ratio of 1:25 per building. Only general education classroom teachers shall be included in the computations of the teacher-pupil ratio. Librarians, nurses, counselors, special education personnel, special area teachers, resource teachers, Reading /Literacy teachers, or equivalent positions shall be excluded from the computations of the teacher-pupil ratio.

The School Committee and the Association acknowledge the efficacy of lower class size for effective instruction. In an effort to recognize the importance of lower class sizes at the Elementary level as well as the need for flexibility, the following class size parameters have been established:

The class size limits are as follows:

Grades K-3    23 students

Grades 4-5    25 students

Prior to August 15<sup>th</sup>, if the class size in grades 1-5 exceeds the contractual limits another class will be added.

Prior to the first day of school, if the class size in Kindergarten exceeds the contractual limits another class will be added.

If the class size exceeds the contractual limits for grades 1-5 after August 15<sup>th</sup> and Kindergarten after the first day of school, the following will occur:

In recognition that occasional unpredicted enrollment may necessitate exceeding the class size limit, an individual class cannot exceed the class size limits by more than 2 students. For an overage that includes a second student, compensation will be given at the rate of \$10 per student, per day. Art, Music, Physical Education and Library classes will be compensated at the rate of \$2 per class, per day. For every day the class size exceeds the contractual limit by 2 students payment will accrue and be received at the conclusion of the school year. Determination of placement will be made between the building principal and the grade level team.

2. In the event that split classes occur, no split grade class shall exceed 25 pupils. The School Committee will make every reasonable effort to eliminate split grade classes at the elementary level. To the extent that such split grade classes continue to exist at the elementary level, teachers of split grade classes at the elementary level will receive professional teaching resources, using a ratio of .5 FTE in professional teaching resources for each split grade class. No split grade class shall exceed the following:

Grades K-3	24 students
Grades 4-5	25 students

3. Students receiving intensive special education supports shall be counted for purposes of the above class size limits unless:
  - (a) the student spends one hour or less on any one day in the class; and
  - (b) there are not more than ten (10) such student contact hours in the class in any one week.
4. Each kindergarten class assigned more than twenty (20) pupils shall be assigned a full-time kindergarten aide, in order to provide two and one-half (2 ½) hours of aide coverage per kindergarten session. The aide's schedule shall be determined by the principal after consultation with the teacher.

**B. Middle School (6-8)**

The School Committee and the Association acknowledge the efficacy of lower class size for effective instruction. In an effort to recognize the importance of lower class sizes at the Middle School as well as the need for flexibility, the following class size parameters have been established:

1. Numbers of teachers/students on teams. To the extent that the School Committee organizes students at the Middle School level onto teams, the teams will consist of 4 teachers. The maximum numbers of students on a team will be as follows:

4-member teams	104 students (class size of 26)
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Split-grade teams at the Middle School shall not be instituted during the term of this Agreement, unless, during the preceding school year the district provides at least one full day of professional development to those teachers who may be affected by the institution of split grade teams and provide such teachers with site visits to those districts which have instituted split grade teams.

2. In recognition that occasional unpredicted enrollment may necessitate exceeding the class size limit, an individual class cannot exceed the class size limits by more than 2 students. For an overage that includes a second student, compensation will be given at the rate of \$2 per student, per day. For every day the class size exceeds the contractual limit by 2 students payment will accrue and be received at the conclusion of the school year. Determination of the placement will be made between the principal and the grade level team.
3. No individual class shall exceed 27 pupils.
4. The School Committee and the Association recognize that federal and state anti-discrimination laws, particularly the Individuals with Disabilities Education Act (“IDEA”) and Section 504 of the Rehabilitation Act of 1973, prohibit the School Committee from entering into any agreement which restricts in any way the rights of disabled children to receive their education in the least restrictive environment. Within the limitations imposed by IDEA, Section 504 and/or any other applicable federal and/or state laws, the School Department agrees to distribute students with IEPs and/or Section 504 plans on an equitable basis. Notwithstanding the foregoing, such equitable distribution shall not be required for math classes.

During each year of this Agreement, teachers of 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade students will be provided with an opportunity to provide input to the Administration with respect to the following year's placements for students in their classes.

5. The foregoing standards are subject to modifications for music (including band, orchestra and chorus) and physical education classes.
6. If a review of Learning Center/Advisory is requested, the team shall consist of the Assistant Superintendent, the Building Principals and six teachers (three teachers from each school). The committee shall serve as an ongoing review body regarding the effectiveness of the Learning Center/Advisory.

C. High School (9-12)

1. Full-time High School teachers shall be assigned a maximum of 130 pupils per day. Part-time teachers shall have a prorated maximum daily load.
2. No individual class shall exceed 27 pupils, except that a maximum of 8 classes shall not exceed 29 pupils. No single department shall have more than three (3) of these exceptions, and no teacher shall have more than one exception assigned.

3. To the extent that the School Committee maintains B level classes at the high school, the School Committee will maintain the historical class size range of 15 to 18 students.

Should the Committee reduce or eliminate B-Level classes, the district will maintain sections that operate under the 15 to 18 class size range equal to the percentage of all class sections that were covered under the contract language of this section during the 2004-2005 school year; that is, 8.5% of all sections will operate under the 15 to 18 class size range.

The specific sections, other than the remaining B-Level sections, to fall under the reduced class size limit shall be determined jointly by the administration and the department chairs and shall be limited to sections identified solely by the reason that they include students most needing additional support.

Classes that happen to have a class size that falls in the 15 to 18 range for any other reason shall not be counted under this article.

Prior to the identification of classes under this provision, the Special Education Department Chairperson, the Guidance Department Chairperson, the appropriate Middle School personnel and the Administration shall review the particular needs of the students and forward them to the Department Chairs and Principal. This meeting shall occur no later than December 15 of the year preceding.

4. English composition classes shall not exceed 20 pupils.
5. The foregoing standards are subject to modifications for band, chorus, jazz band, symphony orchestra and physical education classes.

D. Special Education

The composition and size of special education case managements (which includes occupational therapists, physical therapists, social workers, psychologists, speech language pathologists and special educators) shall be in accordance with state laws and in consultation with the Director of Pupil Personnel Services.

E. Specialists

1. A speech language pathologist or special education teacher who believes his/her case load will not permit fulfillment of the IEPs of his/her assigned pupils may file a written complaint to the PPS Director. The PPS Director shall conduct a hearing and respond in writing within fifteen (15) working days of the receipt of the complaint. If the teacher is not satisfied with the disposition of the complaint, he/she shall, within ten (10) working days, file the written complaint to the School

Committee. The Committee shall schedule a hearing at the next regularly scheduled meeting following receipt of the complaint, so long as the complaint is received at least one week in advance of the regularly scheduled meeting. The Committee shall render a written decision within ten (10) working days. The decision of the Committee shall be final and binding.

## **ARTICLE 8**

### **SALARIES**

- A. Each person on the teacher's salary schedule shall have the option to be paid according to one of the following methods:
1. Paid from September to June 30, bi-weekly, with the total yearly salary to be divided into twenty-six (26) payments and that the first paycheck to be paid on the first Friday after the first day of school which shall be held over from the existing biweekly payroll immediately preceding the opening of school, and the last five (5) payments to be paid on/or before the last pay period before June 30.
  2. Paid from September to August 31 biweekly, with the total yearly salary to be divided into twenty-six (26) equal biweekly payments, with the first paycheck to be paid on the first Friday after the first day of school which shall be held over from the existing biweekly payroll immediately preceding the opening of school. Teachers will notify the administration by June 1 if they want the checks mailed to them during the summer months.
  3. Paid from September to June 30 biweekly, with the total yearly salary to be divided into twenty-one (21) equal biweekly payments with the first paycheck to be paid on the first Friday after the first day of school which shall be held over from the existing biweekly payroll immediately preceding the opening of school.

Each teacher shall elect the annual method of payment for the succeeding school year not later than June 1. A newly hired or recalled teacher shall make the election within three days of his/her appointment. The election shall be in writing, on a form provided by the administration and may not be changed during the school year. Any teacher who fails to make an election as required by this section shall be deemed to have elected continuation of the present method of salary payment.

Excluding voluntary deductions such as for dues to professional organizations, Chartway Credit Union and annuity payments, when and if it becomes necessary to deduct any monies from a teacher's salary, such deductions must be taken from the last payment for that school year except that no prepayment will be allowed for more than the amount of money held in escrow for salary.

- B. Teachers shall be given increments as follows:

1. Newly hired teachers shall be given increment credit for previous approved outside teacher experiences. A full teaching year shall be not less than 135 paid days in a school year, of which at least ninety (90) paid days must be in a single school system.
2. A teacher newly hired or reinstated after the school year has commenced must be employed a minimum of 135 paid days in that school year, of which at least ninety (90) paid days must be in South Kingstown, in order to receive a step increment in the ensuing year of teaching.
3. All full time teachers (other than those newly hired or reinstated after the school year has commenced) must be employed a minimum of 135 paid days in a school year in South Kingstown in order to receive a step increment in the ensuing year of teaching. To the extent permitted by law, step credit shall not be granted for a year in which a teacher takes a leave of absence in order to work for another employer.
4. All part time teachers shall continue to receive step increments in accordance with present practice.
5. When moving from part-time to full-time status, a teacher shall receive a step increment if he/she was employed for a minimum of the equivalent of ninety (90) full-time paid days in the previous year in South Kingstown.

A teacher not meeting the requirements stated herein shall remain on the same step for the first year of full-time status as in the previous year of part-time status.

C. Salary and Advanced Degree Stipends

1. The South Kingstown School System teacher salary scale is included in Appendix B of the contract and made a part thereof.
2. Payments for graduate credits for teachers appointed on or before June 30, 1984:
  - a. Bachelor's Degree plus 30 graduate credit hours completed after receipt of the Bachelor's Degree in a generally recognized and accepted academic area or in areas as recommended to the School Committee by the Superintendent.
 

Basic Salary Step x 1.05
  - b. Bachelors Degree plus a Master's Degree in a generally recognized and accepted academic area or in areas as recommended to the School Committee by the Superintendent.
 

Basic Salary Step x 1.07

- c. Master's Degree plus 30 graduate credit hours completed after receipt of the Masters Degree in a generally recognized and accepted academic area or in areas as recommended to the School Committee by the Superintendent.

Basic Salary Step x 1.12

Notwithstanding the foregoing, for teachers appointed on or before June 30, 1984 who completed such MA + 30 requirements prior to September 1, 1994, the salary ratio shall continue to be: Basic Salary Step x 1.15.

- d. Only a teacher appointed on or before June 30, 1984 who, no later than August 31, 1984, was either (1) receiving the doctorate degree ratio, (2) enrolled in a doctoral program, or (3) accepted into a doctoral program shall receive the doctorate ratio provided pursuant to the 1982-84 contract.

Basic Salary Step x 1.20

3. Payments for graduate credits for teachers newly appointed after June 30, 1984:

- a. Bachelor's Degree plus 30 graduate credit hours completed after receipt of the Bachelor's Degree in a generally recognized and accepted academic area in the discipline (e.g., math, science, social studies, etc.) in which the teacher holds certification, or in another area as recommended to the School Committee by the Superintendent and approved by the Committee in advance in writing. Such approval shall not be unreasonably denied. Those given approval to pursue another area must agree to apply for the appropriate certification upon completion of necessary course work.

Basic Salary Step x 1.05

- b. Bachelor's Degree plus a Master's Degree in a generally recognized and accepted academic area in the discipline (e.g., math, science, social studies, etc.) in which the teacher holds certification, or in another area as recommended to the School Committee by the Superintendent and approved by the Committee in advance in writing. Such approval shall not be unreasonably denied. Those given approval to pursue another area must agree to apply for the appropriate certification upon completion of necessary course work.

Basic Salary Step x 1.07

- c. Master's Degree plus 30 graduate credit hours completed after receipt of the Master's Degree in a generally recognized and accepted academic area in the discipline (e.g., math, science, social studies, etc.) in which the teacher holds certification, or in another area as recommended to the



School Committee by the Superintendent and approved by the Committee in advance in writing. Such approval shall not be unreasonably denied. Those given approval to pursue another area must agree to apply for the appropriate certification upon completion of necessary course work.

Basic Salary Step x 1.12

Notwithstanding the foregoing, for teachers appointed on or before September 1, 1994 who completed such MA + 30 requirements prior to September 1, 1994, the salary ratio shall continue to be:

Basic Salary Step x 1.15.

- d. Any teacher who earns National Board Certification under the National Board for Professional Teaching Standards shall be paid an additional stipend of \$3,000 per year for each contract year during which the teacher maintains such National Board Certification.
4. The Longevity Stipend (for the years in South Kingstown only; they may be broken) shall be as follows:

Fifteen (15) completed full teaching years:	\$ 750
Twenty (20) completed full teaching years:	\$1000
Twenty-five (25) completed full teaching years:	\$1350

Part-time teaching service shall be credited on a pro rata basis in determining longevity.

Substitute teaching service shall not qualify for longevity.

5. High School Department Heads. There shall be Department Heads at the High School as follows:

English  
Math  
World Language  
Social Studies  
Applied Arts  
Science  
Special Education  
Physical Education/Health  
Guidance  
Fine Arts

- a. Department Heads shall be compensated at the sum total of the following: Basic Salary; allowance for degree credits; allowances of .0275 of the BA

(maximum step) for the position of department head; and .01 of the BA (maximum step) per full-time teacher in the department (department head included). For the purpose of calculating payments to Department Heads, part-time teachers will be counted on a pro-rated basis.

- b. Department Heads at the High School shall have a maximum of four (4) teaching periods in a seven (7) period day with three (3) unassigned periods. Department Chairs shall be responsible for instructional coaching of department members on teaching strategies and methodologies included in the school improvement planning. Instructional coaching shall not be used in connections with or to inform teacher evaluations.

Department Chairs shall receive training in teaching strategies and methodologies.

6. Middle School Instructional Coordinators.

There shall be a total of ten (10) Instructional Coordinators, with one Instructional Coordinator in each of the following subject areas at each Middle School:

English  
Math  
Social Studies  
Science  
Special Education Instructional Coordinator

- (1) Effective at the beginning of the 2005-2006 contract year, Instructional Coordinators shall receive a stipend of \$3,550 per year.
- (2) Instructional Coordinators will not receive release time for the Instructional Coordinator duties.
- (3) Instructional Coordinators shall meet quarterly with the building principal on alignment of subject area work with school improvement.

7. Middle School Team Leaders. Middle School Team Leaders (including Unified Arts Team Leaders) shall be paid a stipend of \$2,000 per year. The team shall have the right to rotate the responsibilities of the Team Leader position, in which case the stipend shall be shared on a pro-rata basis among those sharing the position.

8. a. Academic Coaching Positions.

- i. The School Committee will establish at least three (3) full-time academic coaching positions.

- ii. Each coaching assignment is expected to last for three years, at which time reassignment will be reviewed in conjunction with the Assistant Superintendent.
  - iii. Such positions will be posted, and the Administration shall have the right to select the most qualified applicant for the position. In the event that the two most qualified candidates are equally qualified for the position, the Superintendent shall appoint the most senior of such applicants to the position.
- b. In determining whether an Academic Coaching position will be re-established as a math/literacy coaching position or be established as another type of academic coaching position, the Assistant Superintendent or designee will receive and consider input from the Academic Coaches and the NEASK President and/or designee. Such determination shall be made by February 1 of the applicable year, to become effective at the beginning of the next school year.
  - c. The teacher holding the assignment at the time a new three-year academic coaching position is established shall have the option of either applying for the new assignment or returning to the teacher's prior position. In those instances in which a coaching assignment is renewed unchanged with respect to the subject area(s) and grade level(s), the incumbent shall have the right to remain in the position.
  - d. Nothing herein is intended to treat academic coaches differently than any other member of the bargaining unit with regard to the district personnel assignment policies.

9. Program Coordination

In the event there is not a full-time administrator assigned to a building, there shall be two (2) Program Coordinator positions, one each for the Preschool and the Transition Programs, to support the students, parents and instructional and therapeutic staff of the respective programs. The responsibilities entail working with the Director of Pupil Personnel or designee to provide input around issues such as budget, student projections, program needs, and curriculum development. The essential duties are in accordance with the agreed upon job descriptions.

The stipend for each position shall be \$3,550.

Tenure

No person assigned to an extra duty position will acquire tenure in that position.

D. Early Retirement Incentive Program

1. In order to take advantage of the early retirement incentive program, a teacher must meet the following criteria:
  - a. The person must have served satisfactorily for a minimum of ten years with the South Kingstown School Department;
  - b. For retirement that will become effective at the end of a school year, the teacher must notify the School Committee by June 1 of that school year, when notification by June 1 is feasible under the Retirement Board's procedures for retirement, and must in any event provide such notification no later than the end of the school year in which such retirement will occur, if he/she wishes to participate in the program. If retirement will  
  
begin during a school year, the teacher must notify the School Committee at least ninety (90) days in advance, if he/she wishes to participate in the program.
2. Any teacher selecting the early retirement incentive program may elect to serve up to twenty (20) days per year at activities mutually agreed upon by the person and the Superintendent of Schools.

Any retiree who wishes to elect service hereunder must notify the Superintendent in writing by August 1 of each school year, on a form provided, of the number of days of service requested, to a maximum of twenty. Failure to reply shall be construed as indicating the individual does not elect to serve for that school year.

Up to ten (10) days of service shall be approved upon request. The Superintendent of Schools shall determine the number of days to be worked in excess of ten up to a maximum of twenty (20) days for each individual based upon the needs of the South Kingstown School System.

Salary for days worked pursuant to this Section shall be:

- a. department heads: \$60 per day
- b. teachers: \$50 per day

Notwithstanding the foregoing, if the early retiree serves as a substitute teacher, the early retiree shall be paid at the daily rate of pay for substitute teachers.

The person selecting early retirement would have this option for a period of five (5) years or to age 70 whichever came first.

3. A teacher electing the early retirement program shall be eligible to receive the paid medical insurance plan (including dental) in effect with the NEA/SK, as may be amended from time to time and also the paid life insurance plan, as may be amended from time to time, for a period of five years or to age 70 whichever comes first. Such benefits shall be provided to retirees on the same terms and conditions as such benefits are provided to actively employed teachers. After a retiree has exhausted the benefits provided under this section, the retiree shall be permitted to continue coverage under the medical insurance plan (including dental) in effect with the NEA/SK, as may be amended from time to time, at the group rate applicable to employees within the NEA/SK bargaining unit, at the retiree's own expense, for a period of up to eighteen (18) months.
4. In the event the teacher dies during the five (5) year period, the paid medical insurance plan shall continue to be provided for the surviving family, for the balance of the five years. This benefit shall be extended to include any teacher covered by the early retirement program who is currently receiving the paid medical insurance plan.

E. ADDITIONAL PROGRAMMING OPPORTUNITIES

1. If a teacher applies for and is granted work beyond the school day/year, they will be compensated at the posted rate consistent with the work.
2. Guidance counselors shall work a total of ten (10) additional days beyond the regular teacher work year, five of which shall occur prior to the regular teacher work year and five of which shall occur after the regular teacher work year. Guidance counselors shall be paid for such work on a pro rata per diem basis. The master schedule shall continue to be set by the administration. Guidance counselors will continue to be involved in day-to-day schedule adjustments after such schedule is set. High School teachers who are assigned responsibility for implementing RTI intervention during the RTI block will be compensated by a stipend of \$2,500 and will be given training. The ratio of teachers to students in an RTI block shall be no more than 1:15.
3. The regular contractual year for school counselors shall be 192 days.

4.

F. Part-time teachers shall be paid according to the following:

1. At the high school - based upon the number of teaching periods assigned to teach per week divided by twenty-five (25). Every effort shall be made to schedule the teaching periods consecutively. Part-time teachers may be assigned non-teaching periods (e.g., learning center) on a pro rata basis (e.g., a 3/5 teacher may be assigned up to three non-teaching periods per week).

2. At the elementary level - based upon the number of hours/minutes of the school day assigned divided by six (6) hours and forty (40) minutes.
  3. At the middle school level - based upon the number of teaching periods assigned to teach per week, divided by 25. Every effort shall be made to see that on at least three (3) days per week, the teaching periods shall be consecutive.
- G. Bargaining unit employees shall have preference for extra pay positions provided they are qualified.

## **ARTICLE 9**

### **SENIORITY, LAYOFF & RECALL**

- A.
1. The parties reached a settlement agreement on 8/5/11 that provides as follows.
  2. Except as provided in paragraph A.3 (immediately below) the following contract provisions shall be of no force or effect, beginning on September 1, 2011: Article 3, Article 5, §§ C(4), C(5), D and E(7); Article 9, §§ B(1), C, E and F(2); Article 21, § C [now Article 20, § 9C]. Instead, the School Committee policies, as they may be amended from time to time after discussion with NEASK, shall control these subjects.
  3. In the event that a court of competent jurisdiction holds that the subjects covered by the provisions specified in paragraph A. 2, above, are mandatory subjects of bargaining for public school committees in Rhode Island, effective immediately, the aforementioned contract provisions shall become effective and within twenty (20) days after issuance of such court decision the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in paragraph A. 2 and bargaining shall commence.
- B. Seniority
1. Seniority shall be defined as length of continuous service in the South Kingstown School Department computed by date of School Committee appointment to either a temporary position or permanent vacancy. Part-time employment shall be prorated, in accordance with present practice.
  2. If the date of Committee appointment is the same, a lot shall be drawn to determine seniority. The lot shall be administered by the Superintendent, Association President, PR & R Chairperson and the School Committee Chairperson, with the Association President drawing the names.
  3. A seniority list will be compiled by the Superintendent and submitted to the Association President by November 15 of each school year for posting in all buildings. If a teacher questions his/her position on the seniority list which cannot

be resolved informally, the dispute shall be submitted to the grievance procedure which shall culminate with the Commissioner of Education, whose decision shall be final and binding.

4. Seniority shall be broken only for termination for just cause (performance related), resignation, retirement, or layoff in excess of three years.
5. Except as provided in paragraph 4 above, seniority shall not be broken due to layoff or non-renewal and shall not continue to accrue during such periods. Seniority shall not continue to accrue during unpaid leaves of absence granted under Sections A and K of Article 11.
6. Certification of record as of January 15 shall be utilized by the School Committee for layoffs that occur on or before March 1st (or as amended by state law) of that year. Teachers shall be responsible to notify the Superintendent by January 15 of any change in certification that has occurred since the compilation of the seniority list on November 15.

C. The provisions of this Article shall apply to part-time teachers as well as full-time teachers. Full-time teachers shall not forfeit seniority standing by acceptance or refusal to accept recall to part-time employment. Part-time employees shall not forfeit seniority by refusal to accept recall to employment requiring a greater teaching load than was carried during their part-time employment. Nothing in this Article shall require the Committee to split any full-time position to accommodate a teacher who previously taught part-time.

D. Non-Bargaining Unit Positions

1. Any person employed in a non-bargaining unit position in the South Kingstown School Department who was employed as a teacher in the bargaining unit at the time of his/her appointment to a non-bargaining unit position shall have bargaining unit seniority for the period of his/her employment as a teacher in the bargaining unit, but shall not accrue any seniority while in a non-bargaining unit position.

## ARTICLE 10

### TEACHER SCHEDULE

- A. Not later than three (3) days prior to the close of school in June, except in emergency situations teachers shall be notified in writing of any change in their programs and schedule for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual courses or assignments that they will have.
  
- B. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel in accordance with Article 6.O. Such teacher shall be notified of any change in their schedules as soon as is practicable.
 

If there are conflicting directives from building principal(s) to a special education specialist assigned to more than one school, the conflict shall be resolved by the Director of Pupil Personnel Services.
  
- C. Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status and without regard to membership or non-membership in the Association.

## ARTICLE 11

### ABSENCE AND LEAVES

The Committee and the Association agree that certain temporary and special leaves of absence may from time to time become necessary during the school year. Therefore, the following leaves of absence shall be authorized under the provisions of this Article.

#### A. Leave Without Pay

Upon the recommendation of the Superintendent, the School Committee may grant tenured professional personnel up to one (1) year leave of absence without pay. A request for such leave shall be submitted to the Superintendent in writing as soon as the teacher has knowledge of the circumstances which cause the request for leave. Not later than May 1 of the school year in which a teacher is on leave, in response to a written request from the Superintendent, the teacher shall notify the Superintendent whether he/she intends to return for the ensuing school year, and subsequent to that notice shall promptly advise the Superintendent of any change in his/her plans.

#### B. Military Leave

1. When requested, the School Committee shall grant a professionally employed person a military leave of absence for training not to exceed ten (10) school days. Such employee shall receive full pay while on leave, less compensation received for military service.
  
2. Military leave of absence will be authorized to a teacher under contract who may be ordered for active duty in any of the military armed forces of the United



States. Within six (6) months after honorable discharge, the teacher must indicate in writing his/her intention to rejoin the school system. He/she shall be assigned to his/her position and shall be placed on the salary step at such level as may be determined by the Superintendent.

C. Jury Duty and Witness Duty

Teachers required to perform jury duty shall receive daily pay less jury pay. Teachers appearing as legally subpoenaed witnesses, in a matter arising out of his/her job responsibilities, will receive daily pay less any witness pay.

D. Professional Days

A teacher may be granted up to two (2) days with pay in a school year for visiting other schools or for attendance at professional workshops or conferences. Such leave is subject to the approval of the Superintendent. In exceptional cases, the Superintendent may grant additional days for professional workshops or conferences. A written report of the visitation or conference shall be submitted to the Superintendent.

E. Personal Days

For personal business which cannot otherwise be conducted except during the school day, a teacher shall have two (2) personal days with pay provided notice in writing is given the principal or Superintendent at least forty-eight (48) hours in advance. If the forty-eight (48) hour written requirement cannot be met because of an emergency, this provision can be waived by the principal or Superintendent. Teachers are not required to state reasons for such leave, but abuse of the right to such leave may be subject to discipline.

F. Maternity Leave

It is the responsibility of the pregnant teacher to inform the Superintendent in writing. The date she is to leave on disability shall be her doctor's to make and it is to be given the Superintendent sufficiently in advance so a proper substitute can be engaged. For the period of disability as certified by her physician, the teacher will use sick leave benefits as provided in Article 13, and during paid leave health insurance coverage shall continue. The teacher shall inform the Superintendent in writing as early as possible of the expected date of her release from disability. In addition to leave for disability, the teacher may request parental leave as provided below.

G. Parental Leave

A teacher may request a leave of absence without pay for care of a newly born or adopted child(ren). A request for such leave must be made in writing, as far in advance as possible, and, except in cases of emergency, not later than thirty (30) days prior to the date such leave is to begin. Such leave shall be granted provided it is for one of the following terms:

- (1) the first semester of the school year in which it is to begin, provided that the teacher gives notice by December 1 of his/her intention to return the following semester;
  - (2) the remainder of the school year in which it is to begin;
  - (3) the remainder of that school year and the next full school year;
  - (4) one full school year only.
- H. Teachers shall be granted a leave of five (5) days with full pay for death in the immediate family.
- I. Should the need arise to revise or update the Sabbatical Leave policy (Appendix D), a committee comprised of two (2) members of the School Committee, one (1) administrator and two (2) members of the Association will be called into session before any changes can be made.
- J. The Association president shall receive up to three (3) days leave with pay per year to attend workshops, conferences, etc. The Association shall reimburse the School Committee for the cost of a substitute teacher.
- K. Other Additional Leaves
- Any other additional leave without pay may be granted on a case by case basis by the School Committee on the recommendation of the Superintendent.
- L. Insofar as practicable, all teachers on leave of absence will return to the same administrative unit that they were assigned to when they went on leave (i.e., the same school, same department, the same special education unit, etc.).

## ARTICLE 12

### HEALTH AND LIFE INSURANCE BENEFITS

#### **12 Selection of Healthcare Provider.**

- 12.1 The School Department may seek bids from and contract for healthcare insurance subject to the limitations contained herein.
- 12.2 Joint Healthcare Committee. The School Department participates in a multi-jurisdictional health insurance purchasing consortium that negotiates with health insurance providers and administrators. In the event that the School Department ceases this practice, then the parties shall establish a Joint Healthcare Committee. The Committee shall be comprised of two (2) members designated by the School Department and two (2) members designated by the Union President. Prior to any change in

healthcare insurance providers, and on an as-needed basis thereafter, the Committee shall meet in order to:

- Review the mix of health and dental benefits made available to the membership;
- Explore cost savings measures, benefit enhancements, and alternative plans and providers;
- Meet with representatives of Healthcare Insurance Providers and review proposals. All increases or reductions in health or dental benefits and any increases or reductions in employee costs must be clearly identified in a healthcare provider's submittal to the School Department. and,
- Make recommendations with respect to healthcare insurance to the Administration and the Union.

The Employer agrees to provide the Joint Committee with information relevant to its function upon request. The Employer further agrees to request of any Provider, any relevant information requested by any member of the Joint Healthcare Committee pertaining to its function.

### 12.3 **Limitations.**

a

- a. There shall be no change in healthcare insurance provider for members covered by this Agreement until such time that coverage is changed for all School Department (exclusive of Town employees) employees.
- b. Any change in benefits, benefits levels or co-pays as provided in the subscriber agreement (incorporated by reference hereto) and summary of benefits (below) shall be to an equivalent plan as determined and negotiated between the consortium and the carrier or administrator.
- c. In the event that the School Department elects to change health care provider either from BCBSRI to United Healthcare of RI or from United Healthcare of RI to BCBSRI, it shall reimburse those individuals whose Primary Care Physician does not participate in the network of the selected health care provider for any out of network costs incurred as a result for services provided in the Subscriber Agreement.

For purposes of this article, the term Primary Care Physicians shall include the following categories:

1. Internal Medicine
2. Family Practice
3. General Practice
4. Pediatrics
5. Obstetrics & Gynecology/Primary Care

In addition, it shall reimburse those individuals for out-of-network costs incurred for treatment provided by a specialist for which ongoing treatment had been initiated prior to September 1, 2008.

For the purposes of this article, a member or person obtaining health care benefits must have an established relationship with a Primary Care Physician on or before September 1, 2008 to qualify for municipal reimbursement.

#### **12.4 Limitation on Continuation of Treatment**

In the event the School Department changes healthcare providers, any member or eligible dependent, who, at the time of such change, is participating in or undergoing mental health or chemical dependency treatments, or counseling, or therapy related to mental health or chemical dependency, and who as a result of the change in providers would be required to change treatment providers, counselors, or therapists or would incur additional expenses in connection with treatment, counseling, or therapy, shall be permitted to continue with said treatment providers, counselors, or therapists and any additional costs incurred in connection therewith shall be reimbursed by the School Department, provided said cost reimbursements shall cease upon fulfillment of benefits levels for treatment, counseling or therapy related to current service requirements as provided in the subscriber agreement under which treatment, counseling or therapy commenced.

#### **12.5 Self-Insuring**

The premium upon which the employee co-share is determined during any year in which the School Department self-insures shall be the lower of the "Working Rate" or the "Premium Rate" quoted for the Prospective Premium Payment Option, by the Healthcare Provider. The buy-back value shall be \$2,000 for health insurance coverage waived.

#### **12.6 Change in Health Care Coverages Where Limitations Herein Are Not Met.**

The Employer agrees it shall not contract for healthcare insurance for members covered by this Agreement which does not meet the limitations herein without Union approval.

However, nothing herein shall limit the Employer's ability to solicit proposals from any healthcare provider which may or may not meet one or more of the limitations herein and submit said proposals to the Joint Healthcare Committee for review.

#### **12.7 Disputes as to Benefits, Co-payments, Terms Definitions and Equality of Health Care Insurance Coverage**

If the health insurance provider initiates or attempts to initiate a change in the benefits provided under the existing health insurance plan contracts between the consortium,

School Department and insurance carrier during the term of this Agreement, the School Department Manager shall notify the Union President. The Manager and President shall meet to discuss and attempt to resolve the matter. In the event the parties are unable to agree upon a resolution, the matter shall be submitted to the grievance process.

In the event that a dispute arises between the Parties relative to whether benefits, benefit levels, and co-pays offered are equivalent to those provided in the previous year, it is agreed that all such disputes, shall be resolved in accord with terms and conditions contained in the subscriber agreement in place during the year preceding the coverage dispute. Either party has 60 calendar days from receipt of the annual subscribers agreement to file a notice of dispute relative to alleged changes in the health care plans coverage requirements. In the event the Parties are unable to agree upon a resolution, the Parties agree to submit the matter to a mutually agreeable resolution process.

In the event that the Parties cannot come to a mutually agreeable resolution process, the matter shall be reduced to writing and submitted to arbitration pursuant to Article 16, no sooner than ten (10) days after providing notice to the other parties.

The School Committee shall continue to provide health insurance (subject to the co-share of premium contained in Article 12) to each teacher under one of the plans provided heretofore or a plan that provides equivalent benefits, benefits levels and co-pays.

- A. In addition to coverage under one of the health insurance plans described above, each teacher shall be eligible for coverage under a Delta Dental dental insurance plan, as follows: Level 3, individual and family plan, including students to age 25 rider, fully paid by the Committee; Level 4, individual and family plan, fully paid by teachers who elect such coverage provided a sufficient number elect coverage to meet Blue Cross minimum enrollment requirements. The Delta Dental per person annual maximum for covered individuals shall be \$1,200.

**B. Buy Back**

- 1. Any teacher who has double health insurance coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive two thousand (\$2,000.00) dollars. Such payment will be pro-rated over the pay periods remaining in the school year which are paid on or after November 1.

Teachers wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 15 of that school year.

- 2. Any teacher who has double dental coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive one-half of the Committee's premium cost for individual coverage. Such payment will be pro-

rated over the pay periods remaining in the school year which are paid on or after November 1.

Teachers wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 15 of that school year.

3. A teacher who is hired or reinstated after August 15 may participate as above by submitting the waiver prior to the 15th of the calendar month preceding that in which coverage will be dropped. Proration of the payment due shall begin as soon as practicable following submission of the waiver.
  4. In the event a teacher who has elected to drop Blue Cross and/or Delta Dental coverage as provided above, decides to reinstate either or both coverages, the following shall apply:
    - (1) Except as provided in (2) below, reinstatement may be effective only at the beginning of the plan year (September 1) and application must be made in writing to the Superintendent's office not later than August 1.
    - (2) Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.
    - (3) All reinstatement is subject to Blue Cross/Blue Shield/Delta Dental rules and contingent upon the insurers' approval.
  5. A teacher returning from leave of absence after August 15 of a school year shall not be eligible to participate in the Buy Back during that school year.
- C. Changes in any of the insurance carriers referenced in this section may be made by mutual agreement of the Committee and the Association.
- D. **Continuation of Health Insurance**
1. During any paid leave, teachers shall retain the health insurance benefits provided by the School Committee pursuant to the provisions of Article 12.
  2. For any teacher who completes the school year, the School Committee shall continue to provide for health insurance benefits pursuant to Article 12 through August 31 even if that teacher is not returning at the start of the next school year.
  3. For any teacher who goes on leave without pay with less than thirty (30) days remaining in the school year, the School Committee shall continue to provide

health insurance benefits pursuant to Article 12 through August 31.3. During any other leave without pay of thirty (30) days or less, the School Committee shall continue to provide health insurance benefits pursuant to Article 12.

- 4. A teacher on leave without pay who is not receiving paid health insurance benefits as provided above may continue participation in the group plan at his/her own expense.

E. Life Insurance

The Committee shall provide each employee in the bargaining unit, a life insurance benefit of \$30,000 purchased on a group basis.

Teachers would contribute to healthcare according to the same percentage of premium corresponding to salary as is indicated in the current Agreement, with the following cap:

F. Premium Co-share for PPO Plan

Teachers receiving coverage under a PPO Plan shall pay the following percentage contributions toward the costs of the plan:

Steps 1-3	15%
Steps 4-6	17%
Steps 7-8	18%
Steps 9-10	20%

G. Premium Co-share for Point of Service Plan

Teachers receiving coverage under a point of service health insurance plan who were hired prior to July 1, 1998 shall pay the following percentage contributions toward the costs of the plan:

Steps 1-3	15%
Steps 4-6	17%
Steps 7-8	18%
Steps 9-10	20%

Teachers retiring before September 1, 2008 shall not be required to pay for healthcare provided pursuant to this Agreement. Teachers retiring on or after September 1, 2008 shall pay annually the amount paid during their final year of employment. Payment shall be made quarterly and in advance of each quarter.

Such payments shall be made on a pre-tax basis to the extent permitted by law.

H. Domestic Partners

1. Subject to the requirements of this provision, employees shall have the right to enroll their unmarried domestic partners in the School Department's health insurance plan to the same extent that spouses are permitted to be enrolled in the plan. Such enrollment may include dependent children of the teacher's domestic partner if the domestic partner has custody of such children. For purposes of this agreement, a domestic partner is defined as a person with whom that employee has entered into an exclusive domestic partner relationship. If an employee wishes to enroll his/her domestic partner in the health insurance plan both the employee and the domestic partner must execute an affidavit with the school district, along with appropriate evidence of joint residence and mutual dependence, as defined below.
2. The affidavit shall certify under penalty of perjury that both the employee and his/her domestic partner:
  - a. Are in a relationship of mutual support, caring and commitment, and intend to remain in such relationship for the indefinite future;
  - b. Are not married to anyone else or legally separated from anyone else;
  - c. Are each other's sole domestic partner and vice-versa, and have been each other's sole domestic partner for the past twelve (12) months;
  - d. Are not related by blood closer than would bar marriage in the State of Rhode Island;
  - e. Are at least eighteen (18) years old and competent to execute a contract;
  - f. Share a legal residence with one another, and have shared a common legal residence for at least twelve (12) months prior to the execution of this affidavit;
  - g. Are jointly responsible for maintaining the common household;
  - h. Are not in the relationship solely for the purposes of obtaining health insurance coverage or other benefits;
  - i. Will inform the school district promptly if there is any change in the status of the domestic partnership.
3. In the event that the School Department's health insurance carrier/administrator has additional requirements for domestic partner health insurance, the employee and his/her domestic partner shall be required to comply with the carrier/administrator's rules.
4. The evidence of mutual dependence shall be any two (2) of the following:



- a. Ownership of joint bank account.
  - b. Ownership of a joint credit card.
  - c. Evidence of a joint obligation on a loan.
  - d. A joint mortgage or lease.
  - e. Joint ownership of a residence.
  - f. Evidence of a common household (e.g., household expenses, utility bills, telephone bills, etc.).
  - g. Joint ownership of a motor vehicle.
  - h. Execution of wills naming each other as executor and/or beneficiary.
  - i. Granting each other durable power of attorney.
  - j. Granting each other powers of attorney.
  - k. Designation by one or the other as beneficiary under a retirement benefits account.
  - l. Evidence of other joint responsibility deemed acceptable by the School Department and the School Department's insurance carrier/administrator.
5. Benefits coverage for domestic partners (including any enrolled dependent children of the domestic partner) will terminate as of the date of termination of the domestic partnership.
6. The provision of health insurance coverage is subject to the availability of such coverage from the school district's health insurance carrier/administrator.
- I. Part-time teachers eligible for health insurance coverage shall pay the percentage of the premium costs currently set forth in the contract, and shall, in addition, pay the applicable percentages set forth above toward the remaining portion of the health insurance costs.
- For example, in the case of a step 10 teacher working 3 days a week (0.6 FTE)
- A. Health care - \$10,000
  - B. District share (60% of A) - \$6,000
  - C. Teacher's part-time share (40% of A) - \$4,000
  - D. Teacher's co-share payment (20% of B) - \$1,200
  - E. Total teacher payment (C+D) - \$5,200
  - F. Total district share (B-D) - \$4,800
- J. Each teacher's co-share of premium shall be paid by means of payroll deduction. Each teacher shall have the right to make such premium co-share payments on a pre-tax basis, to the extent permitted by law. Employees receiving either a lump sum (Article 8.A.1) or pay over ten months (Article 8.A.3), shall have their July and August co-share contribution taken from their last check.

### ARTICLE 13

## **SICK LEAVE**

### **A. Sick Leave Benefits**

1. Teachers shall receive fifteen (15) sick days per year, cumulative to a maximum of 181 days.
2. Extended leave with pay may be granted at the discretion of the School Committee with the advice and recommendation of the Superintendent.
3. To make use of a sick leave credit, upon return from illness or disability, the teacher shall deposit with a designated supervisor a form provided by the administration upon which the teacher will denote each day to be charged for sick leave and whether it was personal or for one in the family. The teacher will sign and date the form.

Upon reasonable grounds, proof of illness or injury, including a medical certificate, may be required.

4. Leave for sickness in the family: Each teacher will be allowed one (1) day absence a year because of sickness in the family which shall not be deducted from sick leave, and, in addition, shall be allowed up to four (4) additional days for said purpose which will be deducted from sick leave
5. An annual report of cumulative sick leave will be provided each teacher.

Sick leave for part-time teachers shall be accumulated and discharged on a pro-rated basis according to FTE. Part-time teachers shall retain all accrued sick leave.

Example: A teacher employed as a .4 FTE will earn 40% of the full 15 day allocation (e.g., 6 days). If the teacher works two full days each week and is absent one day, she shall discharge one day sick leave per absence. If the teacher works five days per week, .4 of a day each of the five days, she will discharge .4 days sick leave per absence.

Teachers moving from part-time to full time after the allocation of days at the onset of the school year shall receive a proportionate increase in the number of sick days.

Example: A .5 FTE teacher (½ days Monday through Friday) would be allocated 7.5 sick days at the outset of the school year. At the midpoint of the year, the teacher begins to work full-time. She would be allocated an additional 3.25 days for the second semester.

### **B. Sick Leave Pool**

1. A sick leave pool will be established for extended serious illness of teachers with each full-time teacher voluntarily contributing one (1) day per year. Volunteer

donations of part-time teachers shall be pro-rated, consistent with the procedure indicated in Section A (above). The Committee may assess additional days if needed.

2. Unused days in the Sick Leave Pool shall carry over to the successive September. However, said carry-over plus newly contributed days shall not exceed a maximum of 1600 days. In the event the above cited contribution schedule would result in a pool in excess of 1600 days, the Sick Bank Committee may, at its sole discretion, assess teachers at a pro rata of said contribution schedule for that school year. In any event, the sick leave pool cannot expend in excess of 1600 days per school year.
3. The Sick Leave Pool may only be used after the individual teacher has ten (10) or fewer personal sick leave days remaining. However, a teacher receiving sick pool benefits which extend to the end of a school year, shall utilize all accumulated sick leave prior to receiving sick pool benefits.
4. Any teacher requesting leave from the Sick Leave Pool must provide, at his/her expense, medical documentation concerning the nature and anticipated duration of his/her illness.
5.
  - (a) This sick leave pool will be distributed by a committee of three (3) members, two (2) of whom will be appointed by the Association President, and the third shall be the Superintendent of Schools or designee.
  - (b) Changes in sick pool guidelines shall be made by majority vote of a four (4) member committee, the composition of which shall be three (3) members of the sick pool committee (as set forth in Section c) plus one additional administrator or School Committee member. The present guidelines shall remain in full force and effect unless changed by a majority vote of the four member guideline committee.
  - (c) Decisions of the sick leave pool committee are final and binding and not subject to the grievance procedure.

C. Severance Pay

Upon retirement from the South Kingstown School Department, teachers shall be compensated for one-half of accumulated sick leave days at the per diem substitute rate of pay per day in existence at the date of their resignation. Such payment shall be received within one month after the last day worked.

**ARTICLE 14**

**TEACHER FACILITIES**

- A. As quickly as circumstances permit, the following facilities shall be provided in each school:
  - 1. Space in each classroom in which teachers may safely store instructional material and supplies. In cases where teachers share a room for teaching, as in the Middle Schools and the High School, each of said teachers shall be provided with storage space of his/her own.
  - 2. A serviceable desk and chair for the teacher.
  - 3. Well-lighted, properly equipped and clean restrooms.
- B. Insofar as is reasonably practicable and as expeditiously as possible, each school shall be provided with the following:
  - 1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 2. An appropriately furnished room to be used as a faculty lounge. Said room shall be in addition to the aforementioned teacher work area.
- C. An adequate portion of the parking lot at each school shall be reserved for teacher parking.
- D. New construction shall include adequate teacher facilities of the nature noted in A, B, and C above.
- E. Insofar as is practicable, specialists, such as but not limited to psychologists, speech language pathologists, social workers, and special education teachers, shall be provided adequate space in all buildings, to provide services. Insofar as is practicable, new construction shall include such space.

## **ARTICLE 15**

### **PROTECTION**

- A. Teachers shall report to the school principal all cases of assault or injury suffered by them in connection with their employment. Whenever practicable, such report shall be filed within twenty-four (24) hours.
- B. This report shall be forwarded to the Superintendent for transmission to the Committee, which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved. The Committee shall act in appropriate ways as liaison between the teacher, the police and the courts.

- C. Whenever a teacher is absent from work as a result of personal injury caused by an assault and/or battery sustained by the teacher arising out of and in the course of his/her employment and without fault on the part of the teacher, he/she will be paid in full salary for the period of such absence up to maximum of one (1) year from the date of injury, and no part of such absence will be charged to his/her annual sick leave; provided further, that all such payments shall cease upon retirement of the teacher.
- D. Whenever a teacher is absent from work as a result of personal injury sustained by the teacher arising out of and in the course of his/her employment, he/she will be paid full salary for a period of up to 45 school days from the date of injury, without charge to his/her annual sick leave. From the 46th school day forward, the teacher may elect to utilize his/her sick leave, prorated, based upon the amount of workers' compensation payments made to the school department.
- E. The Committee shall have the right to have the teacher examined by one of two or more physicians designated by the Committee and selected by the teacher, for the purpose of establishing the length of time during which the teacher will be disabled from performing his/her duties and the opinion of said physician as to the said period shall control.
- F. In no event shall the teacher receive more than his/her full salary, other than medical or hospital expenses that may be incurred in excess of the amount of Blue Cross/Physicians Service and Major Medical Coverage, for the period of such absence. Any insurance compensation, financed by the school department, paid to offset any potential salary loss shall be deducted from any salary received under this Article.

## **ARTICLE 16**

### **GRIEVANCE PROCEDURE**

The Committee and the Association recognize the fact that, in the course of school operations, situations and problems of more or less serious nature arise when people are working toward common objectives. Therefore, both parties agree that an acceptable procedure is necessary to resolve such situations, problems and/or grievances on the part of all personnel so affected and concerned. To clear the way for smooth and effective communications, both the Committee and the Association recognize: (1) that all building principals shall act as the chief administrative officers for their own school buildings and grounds; (2) that they shall be responsible for the continuous evaluation and have authority over the actions of students, professional and non-professional employees, visitors and persons hired to perform special tasks; and (3) that they shall have an active role in the grievance procedure, since such situations, problems or grievances fall within their areas of responsibility.

#### A. Definition

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or

upon the interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the chairman of the PR&R Committee or his/her designee.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

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

Grievances not filed within the following time limits will be considered waived:

- a) A grievance that occurs during the school year must be filed at the appropriate level within forty-five (45) school days of its occurrence.
- b) A grievance that occurs during the summer vacation must be filed at the appropriate level within sixty (60) calendar days of its occurrence.

In the event that there is filed a grievance which, under the time limits set forth herein, might still be unresolved at the end of the school year, thus resulting in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as may be practicable.

1. Level One

A teacher with a grievance shall submit it in writing to his/her principal or immediate supervisor, either directly or through the Association's school representative, with the objective of resolving the matter as quickly as possible. Such grievance(s) shall be signed by the grievant, and the faculty representative or chairperson of the Professional Rights and Responsibilities Committee. The principal or immediate supervisor shall render a decision within five (5) school days of its presentation.

2. Level Two

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the Professional Rights and Responsibilities Committee Chairman may file the grievance in writing with the Superintendent within twelve (12) school days after the grievance was presented at Level One.
- b) The Superintendent shall represent the Administration at this level of the grievance procedure. Within seven (7) school days after receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person and the chairperson of the PR&R Committee or his/her designee in an effort to resolve it. Within three (3) school days following the meeting, the Superintendent shall render a written decision on the grievance.

3. Level Three

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after referral to the Superintendent, the chairperson of the PR&R Committee shall refer it to the School Committee.
- b) The School Committee shall meet in executive session within twenty-one (21) calendar days of the receipt of the grievance to consider any grievances which have been submitted. Any party in interest shall have the right to appear before the Committee and be heard in executive session.

4. Level Four

- a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the Committee has heard the grievance, the Association may appeal the decision of the Committee in accordance with the following:
  - i. If the grievance arises out of contractual application, meaning, or interpretation, then the final appeal from the decision in Level

Three shall be presented to the American Arbitration Association provided that the complainant or respondent notifies the AAA within 21 calendar days of the decision given in Level Three, and notifies in writing the complainant or respondent at the same time. The procedure will then follow the guidelines as set by the AAA and its decision will be final and binding.

- a. Costs charged by the AAA will be shared equally by the School Committee and the NEA/South Kingstown.
  - b. In the alternative, at the choice of the Association, such grievance may be appealed to the Commissioner of Education.
- ii. If the grievance arises solely out of an event which affects the welfare and/or conditions of employment of a teacher or group of teachers, and an appeal is taken, the grievant(s) shall appeal the decision of the School Committee to the Commissioner of Education, pursuant to the provisions of 16-39-2 of the General laws of Rhode Island, appeal to the Board of Regents pursuant to 16-39-3 of the General Laws of Rhode Island and shall have the right of Judicial review, pursuant to 16-39-4 of the General Laws of Rhode Island.
- a. Upon mutual agreement of the School Committee and the Association, a grievance cited in 16, C, 4, (a), ii, above may be appealed to final and binding arbitration.

D. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by the Committee or by any member of the administration against any party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such class grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.



2. Decisions rendered at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the chairperson of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C.
3. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. The Committee agrees to make available to any grievant and/or his/her representative all information not privileged in its possession or control and which is relevant to the issue raised in the grievance.
5. Only the grievant, the PR&R Committee chairperson and witnesses who are reasonably expected to testify shall attend, without loss of pay, arbitration hearings which take place during school hours.
6. Failure of the grievant or the Association to appeal a decision at any level within the specified time limits shall constitute withdrawal of the grievance without prejudice to other cases.

## **ARTICLE 17**

### **USE OF SCHOOL FACILITIES**

- A. The Association shall have the right to use school buildings without cost at reasonable times for meetings. Request for use of buildings shall be made in accordance with adopted School Committee Policy, except that such requests must be made only five (5) days in advance.
- B. Posting of Notices
  1. The Association shall have the right to place notices, circulars and other materials on faculty bulletin boards and in teachers' mailboxes, after notifying Principal's office.
  2. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association or any other organization.

## **ARTICLE 18**

### **HEALTH AND SAFETY**

- A. When a prescheduled asbestos inspection is conducted by a representative of OSHA, Department of Health or Labor, an Association representative who is unassigned at the time of the inspection may accompany the inspector if the inspector so permits.
- B. Upon request, the Committee shall forward to the Association President a copy of any regularly required health and safety reports (other than individual complaints or incident reports) made to or received from OSHA, Department of Health or Department of Labor.

## **ARTICLE 19**

### **MENTORING PROGRAM**

- A. The Mentoring shall be a collegial support system for certified staff. The purpose of the program is to improve student performance.

All first and second year teachers new to teaching will be required to participate in the Mentor Program. Third year teachers may participate in the mentoring program to the extent of available financial resources.

Teachers who are new to South Kingstown and have taught more than two (2) years experience shall attend up to two (2) orientation sessions conducted by the Mentor Coordinators and have the option of having a mentor for one (1) year, to the extent to which financial resources are available. Teachers new to the district with three (3) years may elect to have a mentor for one (1) year, to the extent to which financial resources are available. These teachers will also receive notification of all monthly sessions and may choose to attend more than two. The mentoring program shall not be used in any way to evaluate teachers.

Should resources be inadequate to fulfill all requests, the superintendent and mentor coordinators shall confer on the criteria used in determining which request to fill among those whose participation is conditional upon available resources.

Neither mentors nor the mentoring program shall be used in any way to evaluate teachers.

For the purposes of this article (i.e. mentoring) substitutes entering positions of ninety (90) days or longer shall be considered teachers.

- B. In addition to the above, the following terms and conditions shall be in effect for the South Kingstown Mentoring Program:
  - 1. The district will continue to have three (3) mentoring coordinator positions at the elementary, middle, and high school levels.
  - 2. The three coordinators will continue the development of the South Kingstown Mentoring Program aligned with the Rhode Island Mentor Program Standards and in consultation with the Association, the Superintendent, and the State

Department of Education. Coordinators will assist in recruiting mentors and will train mentors. Coordinators will participate in appropriate mentoring activities outside the district.

3. Coordinators shall receive a stipend of four percent (4.0%) of the Step 10 teacher salary for the given year. Also, coordinators shall be given an additional three (3) professional days for in-service training related to mentoring.
4. Vacated Coordinator positions will be filled through the interview process. The remaining coordinators shall serve on the interview committee with the Superintendent or designee.
5. Mentor training sessions will be established, and teachers will be paid a total stipend of \$225.00 to attend these sessions; except that no teacher shall receive a stipend for training sessions occurring entirely within the teacher's regularly scheduled school day.
6. Mentor teachers will receive a stipend of \$1,200 per first year Mentee. Mentor teachers will receive a stipend of \$600 per second year Mentee. If a Mentor is assigned a third year teacher then they shall receive an additional \$600.00. Mentor stipends may be disbursed in two payments, occurring in December and June; or in one payment in June. The Coordinators will be responsible for determining the stipend disbursement. Mentors shall be responsible for no more than one first year and one second year teacher or two second year teachers.
7. Mentors shall complete all mentor training and submit an application, signed by their building principal, and one letter of recommendation from a peer.
8. Mentor Coordinators will be responsible for assigning responsibilities to the Mentors and Mentees.

## **ARTICLE 20**

### **GENERAL**

- A. 1. The parties reached a settlement agreement on 8/5/11 that provides as follows.
2. Except as provided in paragraph A.3 (immediately below) the following contract provisions shall be of no force or effect, beginning on September 1, 2011: Article 3, Article 5, §§ C(4), C(5), D and E(7); Article 9, §§ B(1), C, E and F(2); Article 21, § C [now Article 20, § 9C]. Instead, the School Committee policies, as they may be amended from time to time after discussion with NEASK, shall control these subjects.

3. In the event that a court of competent jurisdiction holds that the subjects covered by the provisions specified in paragraph A. 2, above, are mandatory subjects of bargaining for public school committees in Rhode Island, effective immediately, the aforementioned contract provisions shall become effective and within twenty (20) days after issuance of such court decision the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in paragraph A. 2 and bargaining shall commence.

B. School Committee Agenda

School Committee agendas are accessible on the district website. The School Committee will continue to forward to the Association President Personnel Action Forms by the Committee after they have been acted upon by the Committee.

C. School Calendar

The Superintendent and the president of the NEA/SK shall jointly prepare the school calendar for consideration by the school committee. The Superintendent shall also submit the calendar to each principal who in turn shall review it with his/her staff and return it with their comments and suggestions.

Once the school calendar has been adopted, if changes (other than those due to inclement weather) are to be made, the Superintendent shall consult with the president of the Association before making his/her recommendation to the Committee. If the Superintendent and the president do not agree on a recommendation to the Committee, the Association may forward its own proposal to the Committee for consideration.

## ARTICLE 21

### DUES DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of employees in the negotiating unit dues for the NEA/South Kingstown, National Education Association Rhode Island, and the National Education Association as said teachers individually and voluntarily authorize the committee to deduct and to transmit the monies promptly to the NEA/South Kingstown. Teacher authorizations will be in writing in the form set below:

#### DUES AUTHORIZATION CARD

Name \_\_\_\_\_

Address \_\_\_\_\_

I hereby request and authorize the South Kingstown School Committee to deduct from my earnings and transmit to the NEA/South Kingstown an amount sufficient to provide for regular payment according to the School Committee-Association Agreement, of the membership dues of the NEA/South Kingstown, the National Education Association Rhode Island, and the National Education Association (as certified by the NEA/South Kingstown) in equal installments over a period of ten (10) consecutive pay periods during each school year of this Agreement, commencing not later than the second pay check in October of each said year. I understand that the Committee will discontinue such deductions for any school year only if I notify the Committee in writing to do so not later than August 15 prior to the commencement of such school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the School Committee and all of its officers from any liability thereof.

Teacher Organizations:

\_\_\_\_\_ NEA/South Kingstown  
\_\_\_\_\_ National Education Association Rhode Island  
\_\_\_\_\_ National Education Association

Teacher's Signature \_\_\_\_\_

Teacher's Name \_\_\_\_\_

Dated \_\_\_\_\_

Teacher's Address \_\_\_\_\_

Teacher's Telephone Number \_\_\_\_\_

Teacher's School (or Department) \_\_\_\_\_

- B. Deductions referred to in this section will be made in equal installments. The Committee will not be required to honor, for any period's deduction, any authorizations that are delivered to it later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made. If a teacher terminates employment during the year, the balance of the dues will be deducted from the last check.

## ARTICLE 22

### DURATION

This contract is entered into this first day of September, 2013, by and between the South Kingstown School Committee and the NEA-South Kingstown. Said contract will commence September 1, 2013 and will terminate August 31, 2015.

\_\_\_\_\_  
For the South Kingstown  
School Committee

\_\_\_\_\_  
For the NEA/South Kingstown

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## **APPENDIX A**

Positions excluded from the bargaining unit pursuant to Article 1.C.

Director of Athletics

Director of Instruction

Coordinator of Instructional Media

Supervisor of Special Education

**APPENDIX B**

**SALARIES**

**2013-2015**

Step	BA	BA+30	MA	MA+30	MA+30*	PHD
1	\$37,607	\$39,483	\$40,238	\$42,119	\$43,244	
2	\$40,687	\$42,718	\$43,531	\$45,566	\$46,788	
3	\$43,792	\$45,982	\$46,858	\$49,050	\$50,363	
4	\$46,842	\$49,182	\$50,119	\$52,460	\$53,867	
5	\$50,078	\$52,581	\$53,580	\$56,089	\$57,590	
6	\$53,216	\$55,876	\$56,942	\$59,603	\$61,199	
7	\$56,334	\$59,148	\$60,275	\$63,089	\$64,781	
8	\$59,608	\$62,588	\$63,779	\$66,760	\$68,549	
9	\$62,938	\$66,087	\$67,348	\$70,492	\$72,381	
10	\$73,249	\$76,913	\$78,378	\$82,040	\$84,237	\$87,898

- For employees who were hired prior to September 1, 1994 and who earned MA+30 prior to such date.
- For school year 2013-14 teachers at step 10 will be paid a bonus (not applied to base) of \$1,587 divided into two equal payments (1<sup>st</sup> pay period in December 2013 and 1<sup>st</sup> pay period in June of 2014).

**SALARIES**

**2014-2015**

Step	BA	BA+30	MA	MA+30	MA+30*	PHD
1	\$38,453	\$40,371	\$41,143	\$43,067	\$44,217	
2	\$41,602	\$43,679	\$44,510	\$46,591	\$47,841	
3	\$44,777	\$47,017	\$47,912	\$50,154	\$51,496	
4	\$47,896	\$50,289	\$51,247	\$53,640	\$55,079	
5	\$51,205	\$53,764	\$54,788	\$57,351	\$58,886	
6	\$54,413	\$57,133	\$58,223	\$60,944	\$62,576	
7	\$57,602	\$60,479	\$61,631	\$64,509	\$66,239	
8	\$60,949	\$63,996	\$65,214	\$68,262	\$70,091	
9	\$64,354	\$67,574	\$68,863	\$72,078	\$74,010	



10    \$74,897    \$78,644    \$80,142    \$83,886    \$86,132    \$89,876

**APPENDIX C**

**STIPENDS FOR COACHES**

**ADVISORS, AND INTRAMURALS**

**COACHES' SALARIES**

**2013-2015**

<b>POSITION</b>	
Head Football	3,850
Assistant Football	2,618
Cross Country (girls)	3,850
Cross Country (boys)	3,850
Middle School Cross County	2,618
Head Track (girls)	3,850
Assistant Track (girls)	2,618
Head Track (boys)	3,850
Assistant Track (boys)	2,618
Middle School Track	2,618
Head Soccer	3,850
Assistant Soccer	2,618
Head Basketball (boys)	3,850
Assistant Basketball (boys)	2,618
Middle School Basketball (boys)	2,618
Head Basketball (girls)	3,850
Assistant Basketball (girls)	2,618
Middle School Basketball (girls)	2,618
Head Field Hockey	3,850
Assistant Field Hockey	2,618
Head Volleyball	3,850
Assistant Volleyball	2,618
Head Tennis (boys)	3,850
Head Tennis (girls)	3,850
Head Wrestling	3,850

**POSITION**

Assistant Wrestling	2,618
Head Golf	3,850
Head Gymnastics	3,850
Assistant Gymnastics	2,618
Middle School Gymnastics	2,618
Head Softball	3,850
Assistant Softball	2,618
Head Baseball	3,850
Assistant Baseball	2,618
Middle School Baseball	2,618
Indoor Track/Coed	3,850

A longevity pay scale will be in effect (for years coaching in South Kingstown only).

- a. Starting the fifth (5th) year of coaching in the same sport - \$150.
- b. Starting the tenth (10th) year of coaching in the same sport - \$250.
- c. Coaches shall receive full longevity credit for coaching their particular sport, whether the sport be male or female, high school or middle school.
- d. Intramural coaching experience shall not qualify for longevity.

**ADVISORS**

**2013-2015**

**POSITION**

**Middle School Advisors:**

Art (both schools)	879
Robotics (BR)	879
SC #1 (both schools)	879
SC #2 (both schools)	879
Magazine (BR)	879
Yearbook (both schools)	1,300
SKYRO (BR)	879
Drama (both schools)	1,300
Band (both schools)	879
NJHS (both schools)	879
Chorus/Orchestra (CC)	879

TBA (CC)	879
Additional (if added)	828

**Senior High Advisors:**

Grade 9 Advisor	967
Grade 10 Advisor	967
Grade 11 Advisor	1,520
Grade 12 Advisor	1,243
Yearbook	2,914
Student Council	1,058
Drama Club	2,979
Newspaper	2,520
Math Teams/2 advisors at	1,295
Band	2,832
SKPades	1,337
Cheerleader/2 advisors at	1,102
National Honor Society	828
Model United Nations	1,258
Academic Decathlon	1,337
Debate	1,295
Technical Crew Adv.	1,680

**INTRAMURALS**

15,082

**(Middle School Activities only)**

1. New activities shall be added as determined by student interest and with criteria established by the parties. For the term of this Agreement, the minimum amount for any new activity shall be \$828 (the current lowest stipend for middle school activity), although a higher stipend may be negotiated between the Association and the Administration.

## APPENDIX D

### SABBATICAL LEAVE PROGRAM FOR SOUTH KINGSTOWN SCHOOL DEPARTMENT

Sabbatical leave may be granted to teachers and administrators who have been in the South Kingstown School Department for at least seven (7) years. Thus, an individual will be eligible for a sabbatical during his/her eighth teaching year in South Kingstown. The following basic provisions shall be met for an individual to be eligible for this sabbatical program.

1. Complete necessary candidate forms as may be required and submit to the Superintendent through the department chairman and the principal by December 15th of the year previous to which the leave is desired. The Superintendent may appoint a committee consisting of a combination of principals and teachers to assist in the evaluation of the sabbatical applications. Applications will include a statement of what is to be done during the sabbatical and a positive statement of the value of the leave to the individual and the South Kingstown School System.
2. The Superintendent will make recommendations to the School Committee for final approval prior to annual budget preparations, but not later than January 15th of each year.
3. The Sabbatical Leave period will be for one school year, or one-half of a school year.
4. Financial considerations for a full year leave shall be one-half pay, basic salary plus longevity plus academic credit. For the head of the household as defined by Internal Revenue Service, a payment of \$500 extra for the first dependent; a payment of \$250 extra for the second and \$250 extra for the third dependent, a maximum total of \$1,000 will be paid. All of the benefits provided by the South Kingstown School Department shall continue to accrue as though the candidate were active within the system. For a one-half year leave, the financial considerations shall be adjusted accordingly.
5. The candidate shall agree in writing, prior to final approval by the School Committee, that upon termination of the Sabbatical, he/she will return to the South Kingstown School System and fulfill a minimum of two years as an employee.
6. The candidate who fails to fulfill this obligation shall indemnify the school system for the amount paid during the Sabbatical Leave and forfeit accrued benefits for that period. The candidate will pay interest on all salary and benefits at the prevailing tax penalty rate as established by the Town of South Kingstown.
7. The candidate shall be returned to the appropriate step in his/her salary program as though he/she had not been on leave.
8. A written evaluation of the year and the value such leave will provide to the school system shall be required of the sabbatical leave participant upon completion of the leave.

9. Said report may also be presented to the School Committee in person.
10. The candidate may reapply annually if not first accepted.
11. A candidate that has been on Sabbatical Leave under the provisions of this Article may be eligible again after seven (7) years from the date of the last leave terminated.
12. The total number of acceptable candidates in the sabbatical leave program for given school year shall be no more than two.

**SABBATICAL LEAVE CONTRACT**

To the Superintendent of Schools:

\_\_\_\_\_ 20 \_\_\_\_

I have been awarded a leave for the following purposes:

\_\_\_\_\_

for a period of one school year, viz: from \_\_\_\_\_ 20 \_\_\_\_  
to \_\_\_\_\_ 20 \_\_\_\_.

I have completed \_\_\_\_\_ years of service in this school district as  
\_\_\_\_\_ in the \_\_\_\_\_  
School.

I have not been granted a similar leave of absence within the last seven years.

I have read the district's policy #4152 on sabbatical leaves of absence, and I agree to all the provisions contained therein.

Briefly state how you plan to meet the objective(s) of your leave:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree to return to service in this school district and remain therein for two years after the expiration of the leave of absence. In the event that I resign or my employment is terminated involuntarily prior to the completion of two years of service, I agree to refund to the school

district that proportion of all sums paid to me or on my behalf by the school district during my sabbatical leave as the portion of said two year period not served by me bears to two years, together with interest on said sum at the same rate as the prevailing tax penalty rate established by the Town of South Kingstown, said interest to be computed from the last day of my leave.

Please sign in triplicate:      Signature \_\_\_\_\_

1 copy to employee

1 copy to personnel file      Principal \_\_\_\_\_

1 copy to Superintendent

Approved \_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date approved by School Committee

\_\_\_\_\_  
Secretary of School Committee

**IMPORTANT** - This contract must be filed on or before the first of July if it is to become effective in September. No leave can become effective at any other time of the year.



## MEMORANDUM OF AGREEMENT

### FOR 2013-2015 CONTRACT PERIOD

#### EXTENDED SCHOOL YEAR

The School Department intends to implement the following with respect to the extended school year (ESY) program:

1. Position postings- the extended school year programs for each school year will run as established by the school committee with programs varying in the number of weeks and days depending on student needs. Each position posted will be filled as stated, there will be no exceptions.

2. Job sharing- only one applicant will be hired for each open position. Job sharing will not be allowed under any circumstance, even if splitting caseloads provides for individual case management. Schedules will be provided for all positions with students grouped according to their needs.

3. Program location- all programs will be centrally located between two buildings to be identified by the Director of Pupil Personnel. Teachers will not be able to meet with students in any building other than the two identified sites.

4. Compensation – teachers will be compensated in accordance with Article 8, Section E, Paragraph 4 of the Agreement between NEA/South Kingstown and the South Kingstown School Committee.

a. Teachers who are guaranteed a minimum of 3 hours 20 minutes will remain in the building for the duration of their schedule (even after the students are released).

b. Positions indicating “full day” will be comprised of the following work hours: 8:15 to 1:45 (5.5 instructional hours with an additional .5 hour paid for lunch/plan equaling a total of 6 paid hours). Students attend 8:30 am to 1:30 pm (5 hours). Teachers are to remain in the building for 6 full hours.

c. Positions indicating “half day” will be comprised of the following work hours: 8:30 to 11:50 or 10:30 to 1:50 (3 hours 20 minutes classroom instructional hours with an additional 15 minutes paid for lunch/plan equaling a total of 3 hours 35 minutes of paid hours). Students attend 9 am to 11 am (2 hours). Teachers are to remain in the building for the full 3 hours 35 minutes).

d. Teachers will not be provided additional compensation for review of student’s



files and planning or for entering progress notes. These are responsibilities of the position and should be completed during the normal posted hours for the position.

5. ESY Calendar- teachers are expected to complete the necessary paperwork and hold the appropriate meetings to determine which student require ESY by May 15th. Projections for students whose data supports the need of ESY will be provided to the Assistant Pupil Personnel Director by March 20<sup>th</sup>.

ESY teachers will be paid for their working time directly with students compensated pro-rata per diem based on total salary.

**MEMORANDUM OF UNDERSTANDING**

**between**

**SOUTH KINGSTOWN SCHOOL COMMITTEE**

**and**

**NEA/SOUTH KINGSTOWN**

During the term of the 2013to 2015 agreement, should the School Committee, in its sole discretion, find that the current salary scale makes it difficult to hire entry level teachers, it may elect to begin teachers on step 2. Should the committee so elect, it will do so for all entry level teachers.

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For the Committee

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For the Association

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