

8-5-11

8:30 am
6:30 am

School Committee/NEASK Tentative Agreement

The undersigned parties hereby agree as follows in settlement of C.A. No. WC-2011-486 now pending in Washington County Superior Court, in settlement of ULP-6058 now pending before the Rhode Island State Labor Relations Board and in tentative agreement on a new labor contract to take effect on September 1, 2011.

A. C.A. No. WC-2011-486

1. The Complaint in this action will be withdrawn without prejudice.

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. Instead, 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.

4. The parties agree to hold in abeyance their dispute over whether the contract provisions specified in paragraph A. 2 are mandatory subjects of bargaining for public school committees in Rhode Island until a court of competent jurisdiction makes that determination.

RM
ASH

B. ULP-6058

1. The Charge in ULP-6058 now pending before the Rhode Island State Labor Relations Board ("RISLRB") shall be withdrawn, with prejudice.

C. Collective Bargaining Agreement Commencing 9/1/11

1. Subject to ratification by the bargaining unit and the School Committee, the parties agree to a new collective bargaining agreement containing all of the terms of their '08-'11 contract, except as set forth above and as set forth below.

a. Savings of \$755,000

- i. Graduated Health Insurance contribution starting at 15%, rising to 20% of premium. (Steps 1-3 at 15%; 4-6 at 17%; 7-8 at 18%; 9-10 at 20%)
-Amend Section 12.7 J, K, and N to reflect new scale, and delete Section 12.7 L.

Side letter of agreement:

"The parties agree to the following in connection with their 2011-2014 collective bargaining agreement. The committee will provide professional development to teachers below step 4 and will compensate participants by the following formula; provided, no teacher will receive more than \$730. The total sum of \$3100 divided by # FTEs of non-tenured teachers equals a full share. Then multiply the full share times the non-tenured teacher's FTE status. "FTE status"= 1 for full time; 0.5 for ½ time; 0.4 for 40% time, etc."
Example: If there are 12 non-tenured teachers (at 10 FTEs) with 8 full time and 4 half time teachers then there will be 8 teachers getting a full share of \$310 and 4 teachers getting a .5 share of \$310 (or \$155).

ii. Delete Article 20

- iii. 12.7 F. 1 Substitute "Two thousand (\$2000.00) dollars for "one-half of the Committee's premium cost for individual coverage under the plan for which the employee has double coverage."

b. Amend Article 6 (A) (1) by deleting from the second paragraph the second sentence, and the third sentence; Sub-section D: delete last sentence of last paragraph.

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c. Miscellaneous

i. See attached ESY memorandum

ii. The parties will enter into a side letter of agreement as follows:

"In connection with their 2011-2014 collective bargaining agreement, the undersigned parties agree as follows:
In the event that the working rate or premium for medical insurance is projected to increase by more than 10%, the parties will meet and discuss options for plan re-design that could reduce the projected increase in a good faith effort to reduce costs for all concerned."

iii. Term

Three year term of contract with no changes from the first year, and with each party having the right to reopen the contract by giving the other written notice on or before June 15, 2012 for year 2 and June 15, 2013 for year 3.

AGREED AS TO SUBSTANCE AND FORM:

NEASK

SOUTH KINGSTOWN
SCHOOL COMMITTEE

By: Christine Heid By: Russa Mosher 8-5-11
(Date) (Date)

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 8:30am to 1:30pm (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 9am to 11am (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 20th.

CSH

pm

The School Department no longer intends to be bound by any past practices that are or may be different from the foregoing, effective the date of this notification.

CSH pm

SOUTH KINGSTOWN SCHOOL DEPARTMENT MEMO

TO: Principals and Teachers
FROM: Kristen Stringfellow
SUBJECT: CLARIFICATION ON WEATHER-RELATED DAYS
DATE: March 17, 2011

This memo will serve as clarification with regard to early dismissal and delayed start as it relates to weather impacted school days.

The NEASK contract does not speak to matters of early release or delayed start. The language on teaching hours follows:

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

The following shall serve as protocol/procedure absent contract language or memorandum of understanding on this matter:

- Early Dismissal

Early dismissal with regard to weather related issues will be based on the need for students to leave early so that they are traveling in the safest manner possible. NEASK members are salaried employees and are welcome to leave (after their students have left the building) in the safest manner possible with no impact on salary or leave provisions.

- Delayed Start

Delayed start with regard to weather related issues will be based on the need for students to arrive later so that they are traveling in the safest manner possible. NEASK members are salaried employees and should strive to report at their regularly scheduled time, if safely possible.

Should the need arise to arrive later than the students arrive, the NEASK member should contact their building principal as soon as possible to ensure class coverage and enter their absence on AESOP.

ASH PM