

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

JAMESTOWN TEACHERS' ASSOCIATION

AND THE

JAMESTOWN SCHOOL COMMITTEE

JULY 1, 2017 – JUNE 30, 2020

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PREAMBLE

In order to effectuate the provisions of Chapter 9.3 of Title 28 of the General Laws this Agreement entered into between the JAMESTOWN SCHOOL COMMITTEE (hereinafter called the "COMMITTEE") and the JAMESTOWN TEACHERS' ASSOCIATION (hereinafter called the "ASSOCIATION"), has, as its purpose, the promotion of harmonious relations between the COMMITTEE and the ASSOCIATION, a more definite procedure to resolving grievances, and a cooperative effort to contribute to the growth and quality of public education and conditions of employment of its employees.

In witness whereof, the parties hereunto set their hands and seals this
_____ day of _____ 2017.

SIGNED: _____
Nicholas Alfred, Co-President
Rebecca Bringhurst, Co-President
JAMESTOWN TEACHERS' ASSOCIATION

SIGNED: _____
Bruce Whitehouse
Chairperson, Jamestown School Committee

ARTICLE I

Recognition

The Committee, in accordance with the Teacher Arbitration Act of January, 1966, recognizes the Association as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, and other conditions of employment. The bargaining unit will consist of all certified teaching personnel in the Jamestown Teachers' Association below the position of the assistant principal except that it is agreed that substitute teachers shall be excluded from the bargaining unit.

ARTICLE II

Specialists

The Committee and the Association recognize that an adequate number of competent Specialists is highly desirable to the operation of an effective educational program. We recognize as desirable education goals that all students in the Jamestown School District should have physical education, art, and music at least once a week that health be taught by a Specialist or the Nurse at least in grades 4-8, that the Reading Recovery/Reading Specialist/Consultant is a desirable component of an effective reading program for primary and lower elementary grades, i.e. K-8, and study in library science, including resource searches using computers is desirable in grades K-8.

ARTICLE III

Contract

- A. This Agreement is made pursuant to and in discharge of, for its duration, the duty to bargain with each other imposed by law upon the parties. The bargaining which preceded the execution hereof resulted in no agreements other than those expressly set forth herein and except to the extent that the express provisions of Article XXIII, and in Appendix A, of this Agreement expressly and necessarily placed limits thereon, the School Committee retains all of the discretion and power of unilateral action possessed by it prior to its recognition of the Union pursuant to Chapter 16 of Rhode Island's General Laws, and prior to the Union's gaining the support of a majority of the employees. All matters about which this Agreement is silent shall be deemed matters concerning which the School Committee has surrendered no discretion or power. There are no other agreements between the parties, verbal or written.
- B.
 - 1. A part-time teacher is a teacher who has been hired under contract for a school year but whose schedule is less than one hundred (100%) percent of a full time teacher's schedule.
 - 2. A part-year teacher is a teacher hired pursuant to the procedures outline in Vacancies for a period of time of a minimum of ninety (90) school days, but less than one hundred thirty-five (135) school days.

- C. The parties agree that, during the course of negotiations, all items of concern to either have been discussed, and that, during the term of the Agreement, negotiations will not be reopened (except by mutual agreement) on any item, either contained herein or not, until the next regularly scheduled time for negotiations of the successor agreement, on or about October preceding the expiration of the current agreement.
- D. The contract agreed upon will be for the duration beginning July 1, 2017 through June 30, 2020. Should any provision of the Agreement or any application thereof be unlawful by virtue of any federal or state law, such provision of the agreement shall be null and void, but in all other respects the provisions of the Agreement shall continue in full force and effect for the life thereof.
- E.
 - 1. All part-time teachers shall derive benefits prorated according to their teaching load.
 - 2. Teachers who do not complete the one hundred eighty (180) day school year shall receive benefits pro-rated to that portion of the school year completed.

ARTICLE IV

Rights of the Association

- A. The Committee agrees, upon written request of the Association, to release to said Association information available to the Committee concerning the financial resources of the district, budgetary allocations, and such other pertinent, non-privileged information as will assist the Association in developing accurate and informed proposals concerning hours, salary, working conditions, and all other terms and conditions of professional employment for all teachers in the negotiating unit. It is further agreed that the Committee will have reasonable time, thirty (30) days to respond to such Association request either by written response to the Association or by making pertinent records available to the Association representative in Committee offices. In case the Committee exercises the latter option, the Association representative may not remove any committee records from the Committee's office without the written consent of the Committee. It is further agreed that the Committee shall not be required to prepare or to conduct analyses, surveys, research, or studies in response to Association requests.
- B. Use of School Facilities. The Association shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff and provided also that such does not interfere with or impair the instructional program in any way.

Except in an emergency, the Principal of the building must be notified at least five (5) days in advance of the time and place of such meeting. If the use of said school building by the Association results in any expense to the Committee for utilities, custodial services, or any other service or item, the Association shall reimburse the Committee for such expense.

ARTICLE V

Rights of the Committee

There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of Rhode Island and of the United States, and by the Charter of the Town of Jamestown, excepting where expressly and in specific terms limited by provisions of the Agreement. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the Agreement or the teachers' rights as granted under the Rhode Island Labor Relations Act.

In all matters under this Agreement calling for the exercises of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if in good faith.

ARTICLE VI

Seniority

- A. Teachers shall accumulate seniority at the rate of one (1) year for each one hundred thirty-five (135) days of teaching service during the same school year in the Jamestown School System.
1. Teachers on leaves of absence shall retain, but not advance their seniority while on leave.
 2. Seniority and employee status shall be lost in the event of resignation, discharge for cause, absence from work without notice to the employer for three (3) consecutive work days; absence from work for more than 12 months for any reason other than authorized leave of absence, military service or on-the-job injury; engaging in gainful employment while on injury, sick or disability leave unless authorized by a physician; layoff for a period exceeding the period during which an employee has recall rights; unauthorized leave of absence or unauthorized failure to return to work upon conclusion of authorized leave; intentional dishonesty; commission of a felony; or possession of illegal drugs on school premises.
 3. Seniority shall be calculated from the time and date on which the Committee votes to first employ teachers or from the first day of authorized service in the position whichever is first.
 4. a. Part-time and part-year teachers whose schedule is 75% or more shall receive one (1) year's seniority for each year of service. If a part-year teacher serves for a minimum of one hundred thirty-five (135) days, he/she will receive one (1) year seniority.

- b. Part-time teachers whose schedule is less than 75% shall receive seniority on a pro-rated basis.
5. In the case of two (2) or more teachers sharing the same seniority date, seniority shall be determined by date of application at a School Committee meeting. Teachers will be notified of their order of seniority.
6. The Committee shall on or about November 15th of each year, give union Presidents a seniority list for review.

ARTICLE VII

Resignation

- A.
 1. A period of at least thirty (30) days notice on the part of the individual teacher as notice of resignation shall be given, unless extenuating circumstances dictate otherwise. For periods of less than thirty (30) days, a notice of resignation shall be accepted or rejected at the discretion of the superintendent and/or the Committee.
 2. No resignation shall be accepted by the Committee for a coming school year after the 10th of August in any given year. The Committee will reserve the right to expect any duly appointed teacher to fulfill the thirty (30) day notice.

ARTICLE VIII

Retirement

- A.
 1. Teachers shall notify the Superintendent of their intent to retire no later than ninety (90) days prior to their effective date of retirement.
 2. Notification of intent to retire with less than ninety (90) day notice shall be accepted or rejected at the discretion of the superintendent and/or the Committee.

ARTICLE IX

Right of Recall

All appointed certified teaching personnel, excluding one year appointments and long-term substitutes, whose contract will not be renewed for other than job related performance, will be rehired by the Committee based upon the Superintendent's assessment of what teacher is the most highly effective staff member to meet the particular student needs in the open position, including but not limited to consideration of their Rhode Island certifications, work history, including but not limited to attendance, effectiveness with various student populations, student achievement, recent experience in relevant subject matter, cooperativeness and collegiality. Seniority will be used as a tiebreaker in the event that two employees are deemed by the Superintendent to be equally highly effective. The following procedures will apply to such non-performance related non-renewed teachers:

1. By the deadline established in § 16-13-2 of the General Laws of the State of Rhode Island, the Committee shall inform in writing those teachers whose contract will not be renewed pursuant to this Article and the President of the Association. The President shall meet with such teachers so named for the purpose of obtaining waivers. Any waivers signed by teachers must be returned to the Superintendent within seven (7) days of the first School Committee meeting held after the Town's Annual Financial Town Meeting. For those teachers who voluntarily agree to extend the deadline to June 30th, the Committee agrees to provide the Recall Rights listed below. Teachers failing to file such waivers or failing to file within this time limit will not be eligible for Right of Recall pursuant to this article.
2. When the Committee decides to fill a position in any grade, for which a non-renewed teacher has certification, the Superintendent or designee will notify the teacher selected pursuant to the individualized assessment described above. Where the Superintendent determines that special qualifications are required, the teachers on the recall list will not automatically be recalled. If special qualifications are required for a position, teachers on the recall list may compete for the position with other candidates. There will be no penalty or loss of position on the recall list if a teacher applies, but is not chosen, for any opening. Persons who are recalled, but refuse the recall will be removed from the recall list. Any teacher who is recalled must notify the Superintendent by email and by certified mail of his/her intentions to accept or reject the position offered within a period of ten calendar days of said notification.
3. If the notified teacher fails to notify the Superintendent within this time allotted, that teacher will lose all seniority rights under this contract, will no longer be eligible for recall rights, and said teacher's contractual relationship with the Committee will come to an end.
4. It shall be the responsibility of all teachers on the recall list to keep the Principal notified of their latest address where communications can be forwarded.
5. Non-renewed teachers shall retain, but not advance, their seniority for the duration of the time in which they have right of recall.
6. Non-renewed teachers will return on the next higher salary step over the last step in which they completed a one hundred thirty-five (135) day year of teaching in the Jamestown school System, except in a year when steps are frozen.
7. Certified personnel qualifying under IX l. above will have Right of Recall for twenty four (24) months calculated from the date of the school year in which that person was not renewed. If a person is rehired and then not renewed an additional time, a new Right of Recall period will begin as above.

ARTICLE X

Job Vacancies

Whenever a vacancy, as described in #1, occurs the Administration may post for such vacancy.

1. "Vacancies" as referred to in this Article shall be all new positions to be opened, openings through attrition that the administration intends to fill, positions that open as a result of any other administrative action and positions that become vacant if teachers interview into a new position.
2. No later than one (1) week prior to the posting, the Superintendent will provide the President of the Association with the positions known at that time to be available.
3. On or before the date set forth in the posting, interested teachers may apply to vacant position(s) for which they hold the minimum qualifications for the posted position, including, but not limited to, a valid Rhode Island teaching certification in the posted content area. Any teacher who does not identify a preference for moving to a vacant position shall be deemed to wish to remain in his/her current position. Teachers will be selected for positions by the Superintendent based upon an individualized assessment by the Superintendent which shall include but not limited to, reviewing teachers' dossiers, to determine what individual would be the most highly effective in maximizing student achievement in the open position. In the event the Superintendent deems multiple candidates equally effective, the most senior qualified teacher shall prevail. When a teacher is not allowed to move to a vacant position, the Superintendent shall provide a reason for denial in writing to the JTA and the affected teacher upon request of the teacher.
4. Nothing herein is intended to prevent teachers from expressing to the Superintendent interest in potential future transfers, nor limit the authority of the Superintendent and School Committee to make assignments and appointments.
5. No vacancies will be filled by right of recall, described in Article IX, until all selections from the posting have been finalized. Any teacher granted any type of leave of absence for the following school year may not bid on vacancies.
6. Vacancies occurring during the school year will be offered first to a teacher on the recall list who holds the required certification and is deemed by the Superintendent, after individualized assessment that shall include but not be limited to review of teachers' dossiers, to be the most likely to be the most highly effective teacher for the student population at issue, and then may be opened for interviews to current teachers after to an outside hiring process or to a substitute. Any such vacancy will be deemed to recur and may be opened for preference bidding if a job fair is held after the conclusion of the school year.
7. A One or Two Year Leave of Absence:

- i. The position may be posted with the understanding that the position is a temporary position.
- ii. The position that the teacher left to take the temporary position is no longer hers/his; it may be posted at the time the teacher takes the temporary job.

ARTICLE XI

Job Share

Rationale

Job sharing, where two (2) Jamestown School Department teachers (unless otherwise mutually agreed upon by the Association and Committee) fulfill the responsibilities of a single full time position, has much potential. Job sharers jointly assume the obligation to complete their work and to communicate with each other. The job sharing arrangement worked out between two (2) teachers must assure a continuity of instruction for students.

Guidelines

- A. The recommendations of teachers to Job Sharing positions will be made by the Job Sharing Committee. All recommendations of the Job Sharing Committee shall be final and excluded from Article XXII, Grievance/Arbitration review. The Committee will be made up of the Superintendent, or designee, JTA President, or designee. The appointment will be made by the Superintendent with the consent of the School Committee.
- B. Application to the Committee through the office of the Superintendent will be made by May 1st of the year preceding the year in which the applicants wish to Job Share. However, the Job Share Committee may waive this requirement at their discretion.
- C. Teachers who Job Share shall receive prorated salary, benefits, and accrue seniority according to their ratio of full time equivalent. Full deductions will be made in each teacher's wages for those deductions required by law that cannot be shared.
- D. Teachers who Job Share are required to attend all system-wide and school-wide professional development, open houses, parent-teacher conferences and orientation days. Only one (1) professional development stipend shall be allotted for the job share position.
- E. Both teachers shall be evaluated pursuant to all Teacher Evaluations. They are responsible to submit a joint proposal to the appropriate school administrator as designated by the superintendent and reach consensus with that administrator regarding their schedule and teaching responsibilities. Notwithstanding any other provisions of the contract to the contrary, teachers who job share may not apply for transfer to other positions for that year.
- F. All Job Share arrangements are approved on an annual basis. Teachers may reapply for a Job Share position or return to the full time position involved according to their seniority. The junior member of the Job Share is afforded all rights outlined in Article IX Job Fair.
- G. Participants in the Job Share program will submit quarterly reports to the appropriate school administrator as designated by the superintendent.

- H. Teachers who Job Share may cover for each other in the case of an absence. This coverage will have no impact on pay or benefits.
- I. Teachers who Job Share are advised to contact the Retirement Board in order to gain an understanding of their options for retirement.

ARTICLE XII

Extended School Year / Summer Programs

- A. All openings for extended school year / summer programs teachers will be adequately publicized by the Superintendent and shall be posted as early as possible, and under normal circumstances not later than ten (10) business days prior to start of said session. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such extended school year / summer programs positions will be notified of the action taken regarding their applications as early as practical.
- B. Positions in the extended school year/summer programs will, to the extent possible, be filled first by regularly appointed teachers in the Jamestown School System.
- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, and attendance record and teaching certificates.

ARTICLE XIII

Teacher Schedules and Assignments

- A. When possible, teachers shall be notified in writing of any changes in their teaching assignment and/or teaching hours for the following year by the last day of the school year, including the grades and/or subject that they will teach, and any special or unusual courses or assignments that they will have. The School Department will provide teachers with a tentative list of teaching assignments, in writing, by August 1st.
- A(1). Teachers will have tentative class rosters no later than August 15.
- B. The school calendar will not begin before September 1st except in the case of our high school of record beginning at an earlier date. This adjustment to conform to the calendar of the high school is necessitated by interlocking elementary and high school bus schedules.
- C. The parties acknowledge the importance of existing programs but recognize that changes in grade level class size, B.E.P. regulations and financial constraints may cause schedule reductions, but should reflect current grade level size when deemed possible by the administration in consultation with the association.

- D. The Committee agrees that September salary schedules will be paid in the event of an August starting date.

ARTICLE XIV

Teaching Hours and Work Load

- A. The total time of the students' day shall not exceed six and one-half (6 ½) hours. The total time of the teachers' day shall not exceed six and three quarters (6 ¾) hours or fifteen (15) minutes more than the student day if the length of that day (student day) is changed by law or RI Department of Education/Board of Regents regulation.
- B. Teachers shall be required to report and be ready to teacher five (5) minutes before the start of their students' school day and remain ten (10) minutes after the end of their students' school day.
- C. Teachers are required to attend one (1) general staff meeting and one (1) professional development work meeting each month during the school year. A tentative schedule of meetings will be developed and distributed in September. Meetings will begin fifteen (15) minutes after the teachers' day ends. Meetings are not to exceed one (1) hour unless by agreement of the majority; provided, however, up to six (6) professional development work meetings can be up to one and one-half (1 ½) hours in length. Under normal circumstances forty-eight (48) hour notice will be given for cancellation of any meeting. Tentative agendas for each meeting shall be provided to the faculty forty-eight (48) hours in advance of the meeting.

Emergency Meetings – A building principal may call an emergency meeting requiring attendance of all teachers when he/she deems it necessary to protect the welfare of the school community.

- D. Subject to the terms of Appendix D, attached hereto, and to Section XIV(I) below, teachers may not be required to attend more than one (1) evening conference and one (1) open house each year, unless they service students in both schools where appropriate attendance will be arranged by those teachers concerned.
- E. Teachers are responsible to be present in school for their conferences and for informing the administration of their conference schedule beyond the ½ day in Article XIV(I) below. Teachers will schedule and complete any remaining parent conferences (beyond the ½ day) by the end of the second week in December. Specialists shall make parents and administrators aware of their schedule. The time the teacher spends at school for conferences may be flexible, as long as such flexibility does not reduce the length or availability of conferences. The objective of the parties is to assure all parents an opportunity to have a substantive conference with their child's teachers.
- F. Full day Pre K-8 school teachers shall have a duty-free lunch period of thirty (30) minutes.

- G. All full-time teachers shall, in addition to their lunch period, have scheduled at least two hundred (200) minutes per week of preparation time. Preparation time is generally teacher directed, but does not preclude discussions with Administration. If a teacher is assigned to cover a class during his/her preparation time and such class coverage results in that teacher dropping below two hundred (200) minutes of preparation time for that week, the teacher shall be paid thirty-five dollars (\$35.00) for that class period. To the greatest extent possible all full-time teachers shall have an additional forty (40) minutes per week of administration directed common planning time. Every effort shall be made to schedule at least one (1) preparation period per day and one (1) common planning period per full-time teacher per week. If common planning time is provided, teachers shall meet during those times for the purpose of common planning and it shall be noted on their schedules.
- H. Each year teachers shall effectively teach the approved curriculum.
- I. The school year shall consist of no more than one hundred eighty (180) teaching days, as defined by the Department of Education, plus four (4) professional development days. These four (4) professional development days will include one full professional day prior to the start of school, one full professional development day, and one day which will consist of a ½ day of professional development and a ½ day of parent conferences, with all of the aforesaid scheduled at the discretion of the Superintendent. The fourth professional development day will require teachers to document a total of six (6) professional development hours in accordance with the following:
- a) Teachers will need to complete their six (6) professional development hours and submit proof of the same, on a form prepared and approved by the Superintendent, by May 1st. Teachers failing to do so will forfeit one day's pay.
 - b) These hours must be completed outside the regular school day.
 - c) The School Department may schedule professional development opportunities throughout the year [in addition to those discussed above and in Article XIV(C)] and during the summer which some teachers may be required to attend. These hours will count toward the total documented hours.
 - d) Teachers may also enroll in professional development opportunities, including webinars, beyond those offered by the school department but will be responsible for any costs incurred beyond funds available under Article XV(A). Teachers will be required to submit a certificate of completion that includes hours of participation.
 - e) Teachers may develop a Professional Learning Community (PLC) around a specific topic, strategy, book, etc.
 - f) A facilitator will earn professional development hours for any session that s/he conducts. For each hour or portion thereof that a facilitator conducts a professional development session, s/he will earn an equivalent amount of professional development time related to preparation. (For example, if a facilitator conducts a one hour professional development session, s/he will be credited with two hours of professional development.)
 - g) For all six (6) hours of professional development discussed herein, teachers must submit requests for approval to the Superintendent or his/her designee by January 15th on a form prepared by the Superintendent, which will be approved/rejected within two (2) weeks of submittal.

- h) The terms and conditions for this fourth professional development day discussed in (a) through (g) herein will be applicable for the 2017-2018 school year. On or before April 1, 2018, the Superintendent will determine whether to continue this program beyond the 2017-2018 school year. If the Superintendent decides not to continue this program beyond the 2017-2018 school year, the Superintendent will have the discretion to schedule the fourth professional development day as part of the 2018-2019 and 2019-2020 school years.
- i) Any additional required professional development, beyond the professional development days referenced within Article XIV(I) and the professional development work meetings referenced in Article XIV(C), will be paid at the workshop rate (\$35 per hour).
- J. Locally developed curriculum will, when possible be written by teachers with administrative support, subject to revision by the Superintendent and approval by the School Committee. Writing will take place to the greatest extent possible during the week immediately following the close of school in June. If requested by teachers and parties mutually agree, released time and released days will be offered.
- K. Teachers shall be permitted to leave the building during lunch periods. Leaving the building at any other time requires permission of the Administrator. As a safety measure, teachers must sign out by emailing the office when they leave the building during the school day and sign in by emailing the office when they return. The sign out / sign ins are for safety purposes only and shall not be used for evaluation or disciplinary matters.
- L. Teacher participation in extracurricular activities will be strictly voluntary. Teachers will be compensated for participation in extracurricular activities in accordance with the provision of Appendix A of the Agreement.
- M. Within a ten (10) school day period, part time teachers shall be allotted preparation time on a ratio that is consistent with that of full-time teachers.
- N. The Committee and the Association recognize the desirability of achieving optimum teaching-learning conditions by assuring workable class size, as defined below. When grade population limits are reached, and it appears that this situation will exist for at least forty-five (45) days, an additional teacher will be hired unless such hiring would cause a projected budget deficit. In such case, the additional teacher will be budgeted for and hired on the first day of the new fiscal year, assuming that the average class size has continued to be reached or surpassed on the first day of the new fiscal year. It shall be incumbent on the Committee to prove that a projected budget deficit will exist to justify the delay in hiring provided for in this paragraph.

The School Committee and Administration recognize that from time to time a grade or class composition demonstrates the need for additional services and/or smaller class sizes. In the grade levels where such a special service delivery model results in a smaller student : teacher ratio in one classroom and larger in the other classrooms, every effort will be made to honor the class size ranges as originally intended and expressed below.

- a. Grade K-1-2: There will be four (4) classes in this grade level unless the student population falls below 60 students. A fifth teacher will be added should the student population exceed 80 students. A fifth classroom will be added if space is available.
- b. Grades 3: There will be four (4) classes in each grade level unless the student population falls below 68. A fifth teacher will be added should the student population exceed 84 students. A fifth classroom will be added if space is available.
- c. Grades 4-6: There will be four (4) classes in each grade level unless the student population falls below 76. A fifth teacher will be added should the student population exceed 100 students. A fifth classroom will be added if space is available.
- d. Grades 7 & 8: Team responsibility for 110 students per academic subject teacher, whenever practical.
- e. Whenever possible, class size in special subject areas (art, library, music, physical education and Spanish) will reflect grade-level class size.
- f. The School Committee and Administration recognize the need to limit the speech and language pathologist's and occupational therapist's caseload. Caseloads will be calculated in service units including both direct and indirect time. The service units are expressed in 30 minute blocks, totaling 54.5 available service units in a five (5) day week. Children's service time is based on the severity of the disability. A Per diem/part time speech/language pathologist or occupational therapist will be hired for student overload.

O. Looping:

Looping for the purpose of this agreement shall be defined as a team of teachers teaching in two (2) consecutive grade levels who maintain the same core roster of students for two (2) levels before repeating the cycle: for example first grade teacher A and second grade teacher B become second grade teacher A and first grade teacher B in the second year before returning to their original positions the following year.

Looping is voluntary. Looping is a two year commitment unless otherwise agreed to, in writing, prior to the commencement of the looping cycle. Should either teacher decide to discontinue looping at the end of the two year cycle, both teachers will return to their original positions the following year.

Whenever two (2) teachers of consecutive grades are willing to loop, the Association and the Committee will lend support in planning, materials sharing and parent engagement provided the request is made in a timely fashion, and the Superintendent of Schools approves the looping arrangement.

- P. Teachers shall receive prompt notification of any pupil in their class who has a severe physical and/or emotional problem within the knowledge of the Administration.

Q. The following will apply until a new mentoring program is developed by RIDE.
Mentoring for New Teachers

1. All newly hired teachers will participate in the mentoring program during their first twelve (12) to twenty-four (24) months in Jamestown Schools, as determined through evaluation. In addition all new teachers will attend a one day teacher orientation day prior to the start of the school year.
2. Efforts will be made to have a minimum of one (1) mentor in each of the following areas:
 - Primary grades K-3
 - intermediate grades 4-6
 - middle grades 7-8
 - special education PK-8
 - specialists K-8
3. Mentors will be trained prior to participating in the program in a ten (10) hour training workshop for a stipend of \$350. To the extent practicable, mentoring training will be offered prior to the start of the 2017-2018 school year.
4. Mentors will meet with colleagues at least twice a month at mutually agreed upon times. Both parties will keep a journal to document and reflect on meetings. Journals are confidential and may not be shared.
5. Mentors will be paid \$840 per year over the mentoring period (prorated as appropriate) beyond the initial \$350 for training days referenced in article XIV, Section (Q)(3) herein.
6. The mentor and the colleague will be able to meet during teacher orientation day.
7. Mentors reflect the best models of good teaching practice in the district. They must:
 - have taught for four (4) years in the school district
 - have participated in a minimum of one professional development activity in the year prior to serving as mentor
 - currently serve or have served in the year prior to becoming a mentor on at least one school based committee/council
 - provide evidence of current professional reading
 - agree to meet all the requirements as set forth in the negotiated agreement between the Jamestown Teachers' Association and the Jamestown School Committee and sign the mentor/colleague agreement.

A subcommittee of the Steering Committee will match mentor and colleague. This committee will be made up of teachers (one (1) of which must be a union representative) and administrators. When consensus is not reached, the school Principal will make the final decision.

- R. Members of the Association shall have the right to access the school buildings when staffed by a custodian, provided the work of the custodial staff is not impaired or impeded, and subject to the rules established by the School Department.

ARTICLE XV

Professional Development

Professional development provides opportunities for ongoing learning and professional enrichment for teachers, with improving student achievement as the desired outcome. Initiatives of the district's Strategic Plan and School Improvement Plans and both State and Federal Mandates will guide district-wide professional development.

- A. Professional conferences, meetings, workshops, tuition, and expenses of an educational nature as mutually agreed between the teacher and the Administration are encouraged. Annual allotments of \$175.00 dollars per teacher will be designated for this purpose, with costs above and beyond this amount to be supported at the district's discretion.
- B. All faculty members will participate in district-wide annual professional development project(s) appropriately related to the district's Strategic Plan, and School Improvement Plan and State and Federal Regulation in order to improve our school and student achievement. This occurs during the required professional development work meetings defined in article XIV C. Some preparation prior to the meeting may be expected. An ongoing Professional Development Committee as defined by RIGL § 16-7.1 (Title 18) will be established to help facilitate involvement in the annual project(s) across all levels within the faculty.
- C. Additional professional development in the form of curriculum development may be available for interested parties. Curriculum Development Committees will be established to further develop curriculum in need of revision. These committees will meet regularly throughout the year in order to foster growth in this area throughout the district. Participation in these committees will be compensated at the agreed hourly rate for Curriculum Writing and/or professional development.

ARTICLE XVI

Textbooks and Supplies

- A. The Committee shall develop, administer, and monitor the school system budget grounded in the philosophy and vision expressed in the district/school strategic plan.

- B. The Committee agrees that before a change in textbooks or reference text is made, or a new textbook or reference text is selected, the Principal or the Superintendent will discuss the change or new selection with the teachers affected in the school. The Curriculum Writers will provide input before the change is made.
- C. Teachers will be notified when budgetary conditions require that book order be limited so that priority needs can be expressed. The recommendations of the teachers shall guide the Principal and the Administration in making priority decisions.
- D. The Committee will provide sufficient teaching equipment and supplies as needed in the school system, within budgetary means.
- E. Ultimate authority in reaching a final decision in these matters rests with the Committee.

ARTICLE XVII

Teacher Evaluations

- A. All monitoring or observation of the work performances of a teacher will be conducted openly and with full knowledge of the teacher except in connection with a police investigation. The use of eavesdropping by public address or audio systems, and similar surveillance devices shall be strictly prohibited except in connection with a police investigation. Teachers will be given a copy of any evaluation report prepared by their supervisor before it is submitted to the Administration or personnel files.
- B. Any complaints regarding a teacher made to the Administration by any parent, student, or other person will be promptly called to the teacher's attention.
- C. No member of the Association will be disciplined or reprimanded without just cause. Whether just cause exists in any case shall be subject to the grievance procedure.
- D. The Administration may evaluate the performance of each non-tenured teacher, at least once every semester. The RIDE model evaluation has been adopted and implemented by the Jamestown School Committee.
- E. Preferably before a teacher receives an unfavorable "year-end evaluation" the Administration agrees to hold a conference with the teacher as soon as reasonably practicable to provide feedback, and identify specific topics in need of remediation and how to address those areas.

ARTICLE XVIII

Teacher Files

- A. All teachers' files shall be maintained under the following circumstances:
 - 1. Complaints directed towards a teacher's conduct, service, character or personality shall be promptly called to the teacher's attention.

2. No material which is derogatory to a teacher's conduct, services, character, or personality will be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
3. 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.
4. Upon request by the teacher, he/she shall be given access to his/her file, under supervision of the Superintendent or his/her designee.
5. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file.

ARTICLE XIX

Civil Responsibilities

- A. Teachers will immediately report to the Principal all cases of assault or injury suffered by them in connection with their employment.
- B. The report will be forwarded to the Superintendent and the Committee which will comply with any reasonable request from the teacher for information in its possession relating to the incident of the persons involved, and will act in appropriate ways as liaison between the teacher, the police, and the courts.

ARTICLE XX

Absences

- A. Absences due to personal and family illness
 1. Teachers actively teaching in the Jamestown School System will earn sick leave with full pay at the rate of twelve (12) days for each full school year of service. Any unused sick leave on the last day of the school year may be accumulated up to a maximum of seventy-five (75) days. The maximum of seventy-five (75) days may only be exceeded in the case of a departing teacher when a teacher is exercising his/her right to carry unused personal days from the year of departure only, as provided in Article XX D. 1, not to exceed a total of 78 days. Disability due to, or as the result of pregnancy will be regarded as any other sickness disability prior to the beginning of Parental Leave.
 2. Commencing with the first day of each school year, teachers are entitled to all previously accumulated sick leave up to seventy-five (75) days maximum plus the year's entitlement of twelve (12) days which shall be advanced as of this date.

3. At the beginning of every year, each teacher shall be given a statement of the number of sick leave days used and accumulated.
4. Sick Leave Bank
 - a. If a tenured teacher has an extended illness or disability which exhausts all but three (3) days of the previously accumulated sick leave plus the twelve (12) days indicated in A.2., the teacher will be immediately eligible to draw from the one hundred five (105) day sick leave bank subject to the approval of the sick Leave Bank Committee, consisting of the Superintendent, a member of the Committee, and a member of the Executive Board of the Association. The three (3) days held in reserve will be available for that teacher for short-term illnesses which may occur during the remainder of that school year. Any reserved days remaining at the end of that school year will be used to repay the Sick Leave Bank days used by that teacher.
 - b. In order to qualify for use of the Sick Leave Bank, the teacher must submit to the Sick Leave Bank Committee a note from a physician stating the illness and the possible extent of absence.

The Sick Leave Bank Committee may ask for such a note from the teacher at any time while the teacher is using the sick Leave Bank days.
 - c. Non-tenured teachers must receive approval from the Sick Leave Bank Committee and the Association (by a simple majority) in order to use the Sick Leave Bank.
 - d. The Sick Leave Bank will not exceed two hundred ten (210) days at any give time during the school year, and will be maintained by voluntary contributions of the teachers who may contribute up to three (3) days each per year.
5. Teachers who exceed their sick leave, who are not eligible for assistance from the Sick Leave Bank, and who have exhausted all other appropriate options for leave afforded in this contract will suffer loss of pay for each additional sick day taken. The day's pay, $1/184^{\text{th}}$, of the annual salary, shall be deducted in the next payroll following sick leave exhaustion.
6. Upon retirement, resignation, or death while under contract, a tenured teacher who has taught at least fifteen (15) years in Jamestown school will receive for his/her unused accumulated sick leave (not exceeding 75 days, unless under agreements contained in Article XX A. 1.) one (1) day's pay for each three (3) days of accumulated sick leave at his/her last salary received. Upon death the monies will go to his/her estate.
7. The twelve (12) days sick leave which is advanced at the beginning of each year is earned at the rate of two (2) days in September and one (1) day per month after that until June which is again two (2) days. Therefore, if a teacher uses these twelve days

and withdraws before the end of the year, the proportion of days which were not earned will be deducted in computing the teacher's final pay check.

8. A member of the Association shall be allowed to use sick leave in case of illness in the immediate family (father, mother, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, step children, foster children or any other significant other with whom the teacher is living or any family member for whom the employee has legal responsibility (e.g., power of attorney or guardianship).

B. Absence due to death in family

1. In case of death in the immediate family (father, mother, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren, step children, foster children) or other person with whom the teacher may then be living or any family member for whom the employee has legal responsibility (e.g., power of attorney or guardianship, an Association member shall be allowed up to five (5) days leave with pay. For other relatives (grandparents, aunts, uncles, first cousins, nieces, and nephews) the teacher shall be allowed the day of the funeral with full pay and if necessary one (1) day travel time shall be allowed with full pay. The above regulations shall apply equally to relatives whether by blood or marriage. No allowance with pay shall be granted for days previous to that on which the death occurs.

C. Teachers shall be entitled to the following absences with pay each year:

1. Three (3) full days per year for the purpose of transacting personal business. Such leave days must not be charged as sick leave. Any unused personal day(s) may be carried over as sick days to a subsequent school year. Personal leave days may not be taken on the days immediately before or after school holidays or vacations unless requested in writing and for reasons approved by the Superintendent, or School Administrator as designated by the Superintendent. Normally fractions of a day shall be counted as full days except when authorized by the Superintendent or School Administrator as designated by the Superintendent.
2. Days to attend meetings or conferences of an educational nature may be granted at the discretion of the Superintendent, or School Administrator as designated by the Superintendent.
3. Up to three (3) days leave for religious holidays upon approval of the Superintendent.
4. The time necessary for appearance on behalf of the School Department in any legal proceeding connected with the teacher's employment if the teacher is required by law to attend or in any other civil domestic court proceeding if the teacher is required by law to attend.

- E. When a teacher is drawn for jury service, he/she shall receive their scheduled salary if they remit their state or federal jury's check(s) to the school department.
- F. The Superintendent, or School Administrator as designated by the Superintendent, may approve additional time off for valid personal reasons. The substitute's pay shall be deducted from the teacher's salary in the next payroll following the absence(s). Teachers will notify the Superintendent, or School Administrator as designated by the Superintendent in writing if they wish to request additional time-off under this provision.
- G. Additional leave without pay may be granted upon written request to the Superintendent.

ARTICLE XXI

Leaves of Absences

- A. On the recommendation of the Superintendent, the Committee may grant a teacher a leave of absence without salary, or benefits providing the request has been made in writing sixty (60) days prior to when leave is to commence. The Committee has the right to waive this requirement due to extenuating circumstances.
 - 1. General. A tenured teacher may be granted a general leave of absence without salary, benefits, or increment for up to one (1) year.
 - 2. Parental. Either parent who has completed at least three (3) years of continuous service may be granted Parental leave of up to one (1) year without salary, benefits, or increment. Tenured teachers will maintain tenure status throughout the leave. Parents may use accumulated sick leave concurrently with Parental Leave to the extent provided by the District's FMLA policy.
 - 3. Professional enrichment.
 - a. A tenured teacher in the Jamestown School System may be granted upon request for reasons of professional study, travel, or research a leave up to one (1) year without salary, benefits, or increment. Such leave may be extended up to (1) year without salary, benefits, or increment, provided the School Committee decides that such an extension would be in the best interests of the School Department.
 - b. A tenured teacher may be granted a leave of absence without salary, benefits, or increment for reasons of teaching in an accredited college or university or for international school experience up to a one (1) year period. This leave may be extended by the School Committee for one additional year if it concludes that such an extension would be in the best interests of the School Department.
- B. On the recommendation of the Superintendent, the Committee may grant a teacher a leave of absence of up to one (1) year, without salary, benefits or increment for the purpose of

caring for a sick or injured member of the teacher's immediate family or household and such leave shall run concurrently with any family or medical leave to which the employee may be entitled under state and/or federal law.

- C. On the recommendation of the Superintendent, the Committee may grant a teacher who has completed at least five (5) years of full-time or part-time consecutive service in the Jamestown School System, a leave of absence of up to one (1) year for advanced study providing the request has been made in writing sixty (60) days prior to when leave is to commence. The teacher would receive payment of up to one-half of the teacher's basic annual salary and upon return would enter the next highest step from which they left. The teacher shall be obligated to the Jamestown School System for a period of three (3) years of continuous service. If there is failure to comply with this requirement, the teacher must reimburse all monies that were advanced to him/her during his leave of absence.
- D. The Superintendent shall give notice by sending a certified letter, to the last known address, to all teachers on leave of their obligation outlined, below, in this section. Such notification shall be given by January 10th if the teacher is on leave until the following school year or thirty (30) days prior to any leave expiring during the school year.
1. Upon receipt of a certified letter from the Superintendent, teachers on leave shall give written notice to the Superintendent by February 10 of their intent to return the following school year. Failure of a teacher to meet this requirement may be treated as resignation from employment by the School Department.
 2. If the leave occurs during the school year, notice shall be given by the teacher at least fifteen (15) days before such leave expires. Failure of a teacher to meet this requirement may be treated as resignation from employment by the School Department.
 3. In the event teachers do not comply with the provision, indicating acceptance or rejection of the position, the position shall be declared vacant.
 4. The Committee retains the right to waive this requirement due to extenuating circumstances.
 5. The teacher on leave shall keep the school department informed of his/her current address.
- E. When a teacher is granted a leave without salary or with half salary, it is with the understanding that he/she will be returned to a position if he/she meets the foregoing requirements. In the event that, at the time the teacher is returning, there is a reduction in positions, an individualized assessment of the qualifications, abilities and work history of each certified employee will be conducted. The teacher deemed least likely to significantly improve student achievement will be subject to layoff, and to the recall provisions of this agreement.

ARTICLE XXII

Grievance Procedure

A. Definitions

1. A grievance is a controversy, dispute or misunderstanding between the parties with respect to the meaning, interpretation or misunderstanding between the parties with respect to the meaning interpretation, or application of terms of 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 or persons who might be required to take action, or person or persons against whom action might be taken in order to resolve the claim, and the President of the Association or his/her designee.
4. A “business day” includes all days except Saturdays, Sundays, legal holidays, and school vacations between the first day and last day of school.

B. Purpose

The purpose of this procedure is to secure fast, equitable solutions to the problems which may from time to time arise affecting the meaning, interpretation or application of the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.

C. Procedure: A grievance shall be processed in the following manner:

Level #1: Any employee with a grievance shall present, with his/her representative, such grievance in writing to the School Administrator as designated by the Superintendent, within ten (10) business days from the date of the act that constitutes the grievance. The written grievance shall specify precisely the occurrence or matter being grieved, the exact section or sections of the contract allegedly violated (catch-all recitations shall not suffice), the name of the employee or employees who are aggrieved, the time and place of the occurrences(s) and the remedy sought. The Administrator’s written disposition of the grievance shall be conveyed in writing to the grievant and the Grievance Chair within ten (10) business days after the grievance was initially presented. If the aggrieved person does not file his/her grievance within the time limit stipulated in this paragraph, his/her grievance will be considered waived.

Level #2: In the event the aggrieved person is not satisfied with the disposition, or if no written disposition is rendered within ten (10) days as provided for in Level #1, the aggrieved employee shall, with his/her representative, present the grievance within five (5) business days to the Superintendent, together

with a copy of the grievance submitted in Level #1 and any disposition. The Superintendent shall grant a hearing to the aggrieved, with his/her representative, within five (5) business days from the date of the receipt of the grievance. The Superintendent's written disposition shall be returned to the grievant and his/her representative within five (5) business days after the date of the hearing.

Level #3: In the event the aggrieved person is not satisfied with the disposition of the grievance, or if no written disposition is rendered within five (5) business days, as provided in Level #2, the aggrieved person shall, within five (5) business days after the receipt of an unsatisfactory disposition, or within ten (10) days of the Level #2 hearing, whichever is less, present the grievance in writing, with his/her representative, to the Committee. The Committee shall meet with the Grievance Chair and the aggrieved person in executive session at its next regularly scheduled meeting, provided the grievance has been received at least five (5) days prior to the regularly scheduled meeting. Otherwise the hearing shall take place at the succeeding regular meeting. However, a special meeting shall be called with ten (10) days of the receipt of the Level #3 grievance in the event that irreparable harm would befall the grievant as a consequence of waiting until the next regularly scheduled meeting. The Committee shall render its decision in writing to the Association within ten (10) business days after the hearing.

D. Right of Teachers to Representation

1. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any party in interest or any participant in the grievance by reason of such participation.
2. Respective parties shall pay their own respective costs arising out of the grievance.
3. The Committee agrees that, upon request by the Association, it will make available to any aggrieved person and/or the Association all information in its possession or control not privileged under law and which is relevant to the issues raised in the grievance, provided the information request is sufficiently specific and provided further that it shall not be the duty of the School Committee or administration to provide compilations, analyses or other new information, but only to provide data/documents in their existing form to the Union.

E. Miscellaneous

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

ARTICLE XXIII

Arbitration

- A. If the grievance is not settled in Level #3, the grievance may be submitted to arbitration at the request of the Association, provided such request is made within twenty (20) days after the date of the receipt of the Committee's disposition of the grievance by the Association.

In the event it is the decision of the Association to submit the grievance to arbitration, the Association shall file a request to the American Arbitration Association to submit a list of arbiters from its panel, copies to be sent to the parties. Said arbitration shall be conducted in accordance with the rules of Voluntary Labor Arbitration Tribunal of the American Arbitration Association.

- B. The arbitrator shall not have the power to add or subtract from or modify the terms of this Agreement. He/she shall have no authority to imply terms which are not explicitly contained herein. His/her jurisdiction shall be confined to a determination of whether the specific act complained of in the written grievance constitutes a violation of the provision or provisions of this Agreement enumerated in the written grievance. The arbitrator shall not substitute his/her discretion for the Committee's or the Superintendent's where such discretion has been retained by the Committee or the Superintendent or where such discretion is vested in the Committee or the Superintendent by law. The award or decision of the arbitrator shall be final and binding upon the parties.
- C. One-half (1/2) of the fees and expenses of any such arbitration, which fees and expenses shall include only the expenses of the arbitrator and stenographer, shall be paid by the Association and one-half (1/2) by the Committee, not including postponements in which case each side will pay for its own postponements. For the purpose of definition, "business days" as used in this article shall be interpreted to mean days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which schools are closed.

ARTICLE XXIV

Insurance Benefits

- A. The Committee shall provide all members of the Association the coverage as explained in this Article and Article XXIV. The Committee shall provide these benefits to teachers teaching less than a full week on a pro-rated basis. Such teachers wishing to participate fully in these group benefits may do so by paying the remaining premium balance in addition to their percentage contribution to premium.
- B. All teachers will contribute 20% of the existing premiums for individual or family benefits listed within this Article.

C. Whenever there is a husband and wife serving on the staff, one may receive family coverage, or each may receive individual coverage, but it is not permitted for one to have family coverage and the other individual coverage. In other words, it is not intended that any family shall be entitled to more than family coverage.

D. Individuals waiving the medical benefit will receive an annual stipend of one thousand dollars (\$1,000.00).

E. **Medical:**

The PPO plan will be a Co Insurance (var) plan with \$250 deductible, \$15 primary care co-pay, \$25 specialist co-pay, \$50 urgent care co-pay, \$100 emergency room co-pay, students to age 23, and 80/20 preferred RX. The Plan the Committee provides for individuals or families is described in the attached Summary of Benefits within Appendix C.

Teachers will be able to elect and purchase additional vision coverage which includes the cost of glasses. Teachers will be responsible for any additional cost above the cost of the current healthcare plan for such vision coverage.

F. **Dental:**

The Committee provides individual or family dental coverage by Delta Dental of Rhode Island.

The specific benefit plan includes:

- Students to age 19
- Annual maximum of \$1500 per member per calendar year
- \$0.00 deductible
- Unlimited lifetime cap
- 50% Orthodontic coverage for dependents to 19, \$1,200 Ortho Maximum

Typical procedures are covered at 100%, but several are covered at 75%, can be performed only once in certain year periods and may require pretreatment estimates. Please consult with the Business Office and Delta Dental for particulars. Those in this special group include:

- Crowns, build ups, posts and cores and replacements
- Periodontal maintenance
- Root planning and scaling
- Bone surgery
- Gingivectomies and curettages
- Soft tissue grafts
- Crown lengthening

G. **Life Insurance:**

The Committee agrees to provide \$50,000 of term life insurance per Association member according to the following:

1. Level term to age 70

2. Conversion possibility upon leaving the system.
 3. Twenty-four (24) hour coverage.
 4. Benefits decrease by 50% after the age of 70.
- H. It is agreed that all health care premium contributions will be made through a pre-tax basis pursuant to Section 125 of the Internal Revenue Service Code. Further, the committee agrees to establish a third party administered flexible spending account "Cafeteria Plan." The plan is to be established, and withholdings permitted, not later than January 1, 2004. The association agrees to negotiate the continuation of the flexible spending account only if the committee notifies the association of its intent on or before December 31, 2005.
- I. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall not result in full liability to the Committee or to the Association of any obligation undertaken under this or any other Agreement. However, nothing in the Agreement shall be construed to relieve any insurance carrier from any liability it may have to the Committee, Association, employee or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining to benefits thereunder.

ARTICLE XXV

Retirement Benefits

- A. Upon retirement after the age of fifty (50) years, any teachers employed on or before August 31, 1985, with a minimum of fifteen (15) years service to the system and currently participating in the program, will be provided with Blue Cross/Blue Shield, Major Medical and Delta Dental equal to the plan in effect at the time of their retirement by remitting five percent (5%) of the existing premium for individual or family benefits to the Jamestown School Department. This benefit will remain in effect as long as the retired teacher is not receiving the same coverage from some other source. Once the retired teacher becomes Medicare eligible, he/she shall receive individual coverage only, equal to Blue Cross/Blue Shield's Plan 65, including a supplementary prescription drug rider by remitting 5 percent (5%) of the total premium to the Jamestown School Department. Individual Delta Dental can also be continued at that time by remitting 5%.
- B. Those teachers employed after August 31, 1985 and before July 1, 1997, with a minimum of fifteen (15) years of service to the system and currently participating in the program, will be provided with two (2) years of individual Blue Cross/Blue Shield, Major Medical and Delta Dental equal to the plan in effect at the time of retirement by remitting five percent (5%) of the individual premium to the Jamestown School Department. For those teachers eligible for the benefits set forth in this Article XXV(B) and who retire on or after July 1, 2019, the premium contribution referenced in the preceding sentence shall be ten percent (10%) of the individual premium.
- C. If it is determined that coverage is being derived from another source, payment of the benefits defined in Article XXV, A and B, will be immediately suspended by the Jamestown School Department.

- D. As of August 31, 2000, retiring teachers may continue to receive health and/or dental coverage until the age of 65 by reimbursing the School Department.

ARTICLE XXVI

Bodily Injury Benefits

- A. 1. Whenever a teacher is unable to work as a result of personal injury or assault occurring in the course of his/her employment, he/she will be paid his/her full salary for the period of such absence, but not to exceed twelve (12) months, less any amount recoverable under Workmen's Compensation or applicable disability benefits, with no part of such absence charged to his/her annual sick leave. After this twelve-month period for any such on-the-job injuries (including any re-aggravation of such on-the-job injury), the teacher will be covered by the School Department's Workers' Compensation insurance only, if otherwise eligible. All injuries must be reported promptly to the Finance Office on forms provided by the Department. Any employee who is so disabled during any eighteen months out of a twenty-four month period shall apply for a pension from the Employees Retirement System of Rhode Island.
2. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.
- B. The Committee will reimburse teachers for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as a result of any injury or assault sustained in the course of employment.

ARTICLE XXVII

Salaries

- A. The salaries of all persons covered by the Agreement are set forth in Appendix A which is attached hereto and made a part hereof.

All persons on the Teachers' Salary Schedule will have the choice of being paid in twenty-two (22) equal installments or in twenty-six (26) equal installments with the remainder of their salary being paid out in June, either in a single lump sum payment or in separate, equal checks for each remaining biweekly period. The Superintendent must be notified of their request by April 1. [All persons on the Teachers' Salary Scale will have the option of being paid in twenty-two (22) equal installments, OR twenty-six (26) equal installments with the final five (5) checks to be dispersed during the twenty second pay period, OR twenty-six (26) equal installments with the final five pay periods to be paid in one balloon payment during the twenty second pay period.]

- B. All certified teaching personnel shall be compensated for their step according to the current salary schedule, Appendix A. Salaries of part-time teachers will be determined on a pro-rated basis.
 - 1. During the period from September 1, 2017 until August 31, 2019, if on July 1 of any year Step One has dropped below the median pay for all Step Ones in all Rhode Island public school districts, as established by the most recent RI-ASC report, as supplemented by new contracts presented by either party, then Jamestown's Step One shall be increased by the dollar amount necessary to bring it to the median salary for all Step Ones, and all other Steps on the Jamestown salaries scale shall be increased by the same dollar amount.
- C. All certified teaching personnel shall advance one (1) step over their previous step in the system for each one hundred thirty-five (135) days of teaching experience during the same year. All part-time teachers whose teaching schedule is 50% or more, but not part-year teachers, shall advance one (1) step for each school year.
- E. Association members who are coaches and teachers of extracurricular activities shall be compensated as set forth in Appendix A which is attached hereto and made a part hereof.
- F. Teachers who leave the Jamestown school System shall receive any monies owed to them as stated elsewhere in this contract within two (2) pay periods.

ARTICLE XXVIII

Payroll Deductions

- A. The Committee agrees to deduct from the salaries of employees working under this Agreement dues for the Association, Rhode Island Education Association and the National Education Association as said teachers individually and voluntarily authorize the Committee to do so. The monies deducted will be transmitted promptly to the Association.
- B. Deductions referred to in Section A will be made in equal installments beginning on the first pay day after October 1. If a teacher terminated employment during the year the balance of the dues will be deducted from his/her last check.
- C. Teachers may have deductions from their salaries for the purpose of maintaining tax-sheltered annuities.
- D. The Association shall indemnify, defend and save the Committee harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise by reason of action taken or not taken by the Committee in complying with the provisions of this article. If an improper deduction or failure to make such

deduction occurs, the Association shall deal directly with its member to make whatever refund or deduction they deem just.

Steps	Appendix A 2017-2018	Appendix A 2018-2019	Appendix A 2019-20120
1	41,512	41,512	41,512
2	44,411	44,411	44,411
3	47,770	47,770	47,770
4	51,123	51,123	51,123
5	54,475	54,475	54,475
6	57,756	57,756	57,756
7	60,897	60,897	60,897
8	64,248	64,248	64,248
9	67,761	67,761	67,761
10	72,133	72,133	72,133
11	75,767	75,767	75,767
12	80,356	81,964	83,604

* In 2010-2011 Base Salary includes three professional development days ("PD days") and an orientation day, plus up to two additional PD days paid at the workshop rate, as provided in Appendix D. In 2011-2012 the base salary schedule includes four PD days, plus up to three additional PD days paid at the workshop rate, as provided in Appendix D. Beginning in July 2012, the base salary schedule includes four PD days, plus up to six additional PD days paid at the workshop rate, as provided in Appendix D.

Increments

	<u>2017-2020</u>
BA+36*	\$1,350
MA	\$2,350
MA+30	\$2,850

*Graduate level courses will be credited for those hired after Sept. 15, 2003 through ratification of this contract. Credits applied thereafter must first be approved by the administration as either graduate level or approved as job-related.

Board Certification

Teachers who currently have the National Board Certification shall receive an annual stipend of two thousand five hundred (\$2,500) dollars for each year they hold the certificate, not to exceed ten years.

The district will assist and support the efforts of the National Board certification candidates by;

- a. providing up to five professional development days for use exclusively related to national certification.

- b. providing supportive, loaned materials such as the district might possess that may be useful.

Completing the certification process, but not acquiring certification, entitles the teacher to ten (10) credits towards movement on the advance degree increment pay scale.

The foregoing shall be null and void effective 10-1-10, except that teachers already Board certified will be 'grandfathered' so they will receive the benefits described for the balance of their initial 10-year term.

APPENDIX A (2)

Longevity Increments:

20 years	\$ 500
25 years	\$ 1,000
30 years	\$ 1,500

Special Duties:	2017-2018	2018-2019	2019-2020
Drama/Musical Director	\$1,100	\$1,200	\$1,250
Yearbook Advisor	\$1,100	\$1,200	\$1,250
Mentor Coordinator	\$1,100	\$1,200	\$1,250
Wellness Coach	\$1,100	\$1,200	\$1,250
Coaches	\$1,100	\$1,200	\$1,250
Jazz Band	\$1,100	\$1,200	\$1,250
Student Council Advisor	\$1,100	\$1,200	\$1,250
Technology Coach (as needed)	\$1,250	\$1,250	\$1,250
Public High School Coordinator	\$250	\$250	\$250
Accompanist (2 concerts)	\$250	\$250	\$250

Agree to pay the following programs at \$35/hour rate:

- (1) Science Olympiad
- (2) Sea Perch

Tutoring Stipend	\$35/hour
Curriculum writing	\$35/hour
Scheduling Development	\$35/hour
Advisory Committee (as needed)	\$35/hour

All other approved extracurricular and enrichment programs beyond the school day shall be compensated at the rate of \$32 per hour. Approved extracurricular and enrichment programs include only those programs that are advertised to the students in Fall, Winter or Spring as after school enrichment choices in which they may voluntarily enroll. Any after school academic program approved by the Administration as within budget constraints will be compensated at \$35 per hour.

A team of teachers, not to exceed six members, will meet with the Building Principal to work on scheduling of classes for each forthcoming school year during the months of February, March, and April. The expenditure for scheduling not to exceed \$35 per hour per person up to a maximum total of \$1,800 each year.

DATED: June _____, 2017

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