

ARTICLE I
RECOGNITION

- A. The Teachers' Association of Newport (TAN) recognizes the Newport School Committee as the duly elected representative of the people and agree to negotiate only with the School Committee or the negotiation agent or agents officially designated by the School Committee to act on its behalf.
- B. The Committee recognizes the Teachers' Association of Newport as the duly certified representative of a unit consisting of all certified teaching personnel in accordance to and within the authority and limits established by Title 28 of the General Laws of Rhode Island as amended.
- C. Unless otherwise indicated, the employee in the above unit will hereinafter be referred to as "the teacher," and references to male teachers will include female teachers.

ARTICLE II
NEGOTIATION PROCEDURE

- A. Upon request, the Committee agrees to enter into negotiations with TAN over a successor agreement in accordance with the procedures outlined in the Teacher Arbitration Act. Any agreement negotiated between the parties will apply to all persons in the Bargaining Unit and will be reduced to writing and signed by the parties.
- B. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the terms of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Except as otherwise provided in this Agreement, it is agreed that the School Committee retains all rights to manage the City School System, including without limiting the generality of the foregoing, the determination of the goals of the school system, the determination of capital expenditures and the establishment of rules and regulations.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A “Grievance” is hereby defined to mean:
 - a. a claim by the Association based upon an alleged violation or variation from the provisions of this Agreement or the interpretation, meaning, or application thereof,
 - b. claim based upon an event or condition which affects hours, salary, working conditions and other terms of professional employment of a member of the Association covered by this Agreement.
2. An “aggrieved person” is the person or persons making the complaint.
3. A “party in interest” is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
4. Where two (2) or more members of the Bargaining Unit have a grievance, the Chairman of the Grievance Committee, in the name of TAN, may initiate a group grievance on their behalf. In such case a written grievance may be filed at Level Two.
5. When referred to under this Article, days shall meanschool days.

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 hours, salary, working conditions and other terms of professional employment of teachers. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

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 an effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

1. **Level One**

A teacher with a grievance may first discuss it with his/her principal or, if he/she does not work under a principal, with his/her immediate superior, either directly or through the Association's School Representative, with the objective to resolving the matter informally.

2. **Level Two**

a. A grievance shall be initiated in writing within thirty (30) days from the occurrence of the event which is the basis of the grievance, or if the aggrieved person does not have knowledge of the grievance until after the occurrence of the event, within thirty (30) days from when the aggrieved person has knowledge of the occurrence of the event which is the basis of the grievance. The grievance shall be filed in writing with the Superintendent.

b. Within ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent will convene a hearing with the aggrieved teacher in an effort to resolve the grievance. Within ten (10) days after the hearing of the grievance at this level, the Superintendent shall make his/her decision in writing and mail it to the grievant.

3. **Level Three**

Within ten (10) days of receipt of the decision rendered by the Superintendent at Level Two, or if no decision has been rendered within fifteen (15) days after the hearing with the Superintendent, the affected teacher(s) may file the grievance in writing with the School Committee. Within fifteen (15) days after receiving the written grievance, the Committee will meet with the aggrieved person(s) to conduct a hearing with the purpose of resolving the grievance. Within ten (10) days after hearing the grievance the School Committee shall render a decision.

4. **Level Four**

Within thirty (30) calendar days after the decision of the School Committee or within thirty-five (35) calendar days of the hearing, whichever comes first, TAN may submit the grievance in writing to Arbitration. Arbitration shall be initiated by filing with the Superintendent and the American Arbitration Association, a Notice of Arbitration. The Notice shall include a statement setting forth the issue to be decided by the Arbitrator and the provisions of the Agreement involved. The parties will be bound by the voluntary Labor Arbitration Rules of the American Arbitration Association. The Arbitrator so selected shall decide the grievance except that the Arbitrator shall not have the power to add to, subtract from or modify the express terms of the Agreement.

By mutual agreement, the Expedited Rules of the American Arbitration Association (AAA) shall be used instead of the Voluntary Labor Arbitration Rules.

Alternatively, the parties can agree, by mutual consent, to use the Labor Relations Connection as the service provider for arbitration selection and mediation services.

The Committee and TAN agree to continue the current practice regarding the costs of stenographer and production of transcripts.

5. **BYPASS**

By mutual agreement, any step of the grievance procedure may be bypassed.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School 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, except that he/she may not be represented by a representative or any officer of any teacher organization other than the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Decisions rendered at Levels Two and Three of the grievance procedure will be in writing setting forth reasons thereof. Said decisions will be transmitted promptly to all parties in interest and to the Chair of the PR&R Committee. Failure of the

Committee to respond within the time limits at Level One, Two and Three shall permit TAN to appeal the grievance to the next level.

2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. All meetings involving grievances shall be held at times, which will permit those concerned to present their case(s).
4. All proceedings may be private and any disposition shall not be made public without the agreement of all parties.
5. In any matters outside the provisions of this Agreement, all certified personnel shall be free to exercise their rights according to law.
6. The fees and the expenses of the arbitrator shall be shared equally by the parties.
7. By mutual agreement of the Association and the Employer, a grievance may be settled at any step with or without establishing prejudice or precedent.

ARTICLE IV **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.
- B. All Employees are to be paid in 21 (or 22) equal installments beginning with the 2016-2017 school year.

Paychecks are to be distributed every two (2) weeks beginning with the first Friday following the opening of school; however, dependent upon the School Calendar it may be necessary to give teachers three equal paychecks in September to place them on a payroll schedule to insure that certified payroll is on alternate weeks with non-certified and city staff payrolls.

- C. The School Committee shall elect to pick up and pay employees' contributions as teacher members of the Employees' Retirement System of the State of Rhode Island, in accordance with 16-16-22.1 of the General Laws of Rhode Island commonly referred to as the Retirement Contribution Pick Up Plan.

ARTICLE V
TEACHING HOURS AND TEACHING LOAD

- A.
1. The official length of the teachers' school day shall not exceed six (6) hours and thirty (30) minutes. Fifteen (15) minutes of the six (6) hours and thirty (30) minutes shall be added to the duration of school day.
 2. Teachers shall arrive at school a reasonable time in advance of the teachers' school day so as to be ready to commence their assignments at the start of the teachers' day and remain after school for a reasonable time to conclude said assignments.
 3. Teacher personnel other than classroom teachers will work at their assigned tasks for at least the length of the regular teachers' workday. It is recognized, however, that the proper performance of their duties may, on occasion, require those persons to work longer than the normal working day. The exact daily schedule will be worked out on an individual basis mutually agreed to by the teacher concerned and the administration.
- B. The Association and the Committee firmly believe that the primary function of the Committee and its professional staff is to insure each student attending the Newport Public Schools the highest level of educational opportunities obtainable.

To this end the Association and the Committee believe that Professional Development is an essential element of the Newport School System and that a professional staff which is trained in current professional issues and instructional strategies will significantly address the individual needs of the Newport students, so as to improve student achievement.

1. The work year of teachers will begin no earlier than September 1 and terminate no later than June 30 and shall consist of no more than one hundred eighty (180) instructional days, two days for parent-teacher conferences and two days for Professional Development for a total of one hundred eighty-four (184) days.
2. Scheduling and delivery procedures of the mandatory Professional Development Day shall be collaboratively decided between the Teachers' Association of Newport and the Newport School Department.
3. The School Committee shall continue to offer additional, voluntary professional development opportunities for teachers. Stipends, if available, may be offered to participants by the school department. All teachers who currently receive the professional development voluntary stipend shall continue to receive said stipend.
4. All guidance counselors required to work in excess of the total days listed above shall be compensated at a daily rate of his/her salary for any days that are worked beyond the work year. Said rate to be pro-rated for the amount of time worked per day.

- C. 1. Teachers shall be required to remain after the end of the regular work day without additional compensation for up to 3 hours each month to attend building meetings called by the school principal, curriculum meetings, or other meetings authorized by the Superintendent of Schools. Building meetings shall be limited to 90 minutes in duration and shall be scheduled as part of the annual school calendar and posted before the start of the school year.
2. Teachers and Administrators are deeply committed to being as available as possible to meet with parents and students on a timely basis. Absent extenuating circumstances, such meetings will be set up with twenty-four (24) hours' notice, at times during the school day or at times immediately prior to or after the school day.
- D. 1. Teachers shall have a duty-free, uninterrupted lunch period of the following lengths:
- a. **Elementary Schools** - at least thirty (30) minutes to the extent that this may be provided under the provisions of Article VII of this Agreement (Non-Teaching Duties).
 - b. **Middle School** - the length of the regularly scheduled student lunch period.
 - c. **Secondary School** - the length of the regularly scheduled student lunch period.
2. Teachers will be permitted to leave the building for lunch with their verbal notice to the principal or his/her designee. The Superintendent or his/her designee will maintain a record for administrative purposes.
- E. 1. After teachers in special subject areas (art, music, physical education, library science) have been assigned to their respective schools, they shall consult if they wish with the principal within that school and assist him in the final determination of their schedules. This shall be accomplished prior to the opening of schools. Reasonable efforts shall be made to keep to a minimum the amount of traveling which the specialist must do between schools.
2. A standard amount of time per grade level shall be scheduled for special subject classes on a daily or weekly basis.
3. The School Committee shall make reasonable effort to schedule special subject teachers to no more than two (2) schools. It is recognized that there may be instances where this may not be attainable because of scheduling problems.

- F. 1. The following teachers will have in addition to their lunch period a daily preparation period during which they will not be assigned to any other duties.
- a. **Elementary Schools** - The Committee shall provide a minimum of two hundred (200) minutes preparation time per week. Preparation time shall be in blocks of at least twenty-five (25) minutes and shall be spread over at least four (4) days per week.
 - b. **Middle School** - Teachers at Thompson Middle School shall receive preparation time of one (1) class period per day.
 - c. **Secondary School** - One (1) class period per day.
2. High school teachers and middle school teachers will not be required without prior agreement of the teachers assigned, to teach more than two (2) subjects nor more than a total of three (3) teacher preparations within said subjects at any one (1) time.
- G. 1. High school teachers and middle school teachers, to the extent possible with existing staff, will not be assigned more than five (5) teaching periods per day.

Department Heads are as follows:

- English
- Math
- Social Studies
- Science
- Special Education
- Foreign Language

Department Heads shall teach a maximum of four (4) classes. Physical Education Supervisor shall teach a maximum of four (4) periods. Supervisor of the Arts shall teach a maximum of four (4) periods.

Department heads will be provided with adequate time to perform their supervisory duties without being deprived of their guaranteed daily preparation time.

DEPARTMENT HEAD STIPENDS
10 Month Positions

	<u>Scale I</u>	<u>Scale II</u>	<u>BA+45</u>	<u>Scale III</u>	<u>Scale IV</u>
Dean, Middle School	\$4320			\$4450	\$4510
Dean, High School	\$4320			\$4450	\$4510
Dept. Head (1-5 T)	\$4320			\$4450	\$4510

Dept. Head (6-10 T)	\$5520	\$5720	\$5820
Dept. Head (11 or more T)	\$6730	\$6990	\$7130
K-12 Supervisors (1-5 T)	\$4320	\$4450	\$4510
K-12 Supervisors (6-10 T)	\$5520	\$5720	\$5820
K-12 Supervisors (11 or more T)	\$6730	\$6800	\$7130

11 Month Positions
(defined as 10 month position plus twenty days)

Dir. of Athletics Rogers H.S.	\$6730	\$6990	\$7130
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12 Month Positions

Dir. of Guidance Rogers H.S.	\$10950	\$11450	\$11700
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The parties understand that the position of Director of Guidance will remain in the Contract; provided however, that nothing herein shall be construed to require the School Committee to fill the position of Director of Guidance, as such a determination is a statutory prerogative of the School Committee and Superintendent.

- H. Exceptions to the provisions of Section D or G above may be made by the Superintendent (or his/her designee) if he/she determines that it is in the best interest of the educational process. The Association shall be notified in each instance in which the Superintendent so determines.
- I. Teacher participation in extra curricular activities will be voluntary.
- J. Teachers in a cluster shall have at least one (1) common planning period scheduled per week. If possible, teachers in a cluster will be scheduled two (2) common planning periods per week.
- K. Discipline – The Newport School Committee, the administration and TAN believes that it is important to maintain an environment that is orderly.
 - 1. If TAN believes that disciplinary policy is not being followed or implemented, it may notify the building principal in writing, and following such notice, shall meet and confer with the principal.

2. If TAN is not satisfied with the outcome of the meeting, or if TAN believes that disciplinary policy is not being followed or implemented in more than one building, it may notify the Superintendent in writing, and following such notice, shall meet and confer with the Superintendent.
3. If TAN is not satisfied with the outcome of the meeting with the Superintendent, it may petition the School Committee in writing to be placed on the agenda to discuss its concerns regarding discipline.

L. **Inclusion**

The School Committee shall make reasonable efforts to provide necessary support services and staff development for teachers assigned students through inclusion.

ARTICLE VI
CLASS SIZE

Purpose

The parties have agreed to limit class size and the ratio of professional staff to students necessary for effective education. In agreeing upon these standards, the parties recognize that students have differing physical, mental, social, developmental, and/or emotional needs that require a continuum of educational programs and services. They agree that, because of the vast diversity in the student population, the creation of an appropriate educational environment as required by law, or by the needs of a student, places extraordinary demands on the general classroom teacher.

A. Except as noted below, class size shall be twenty-five (25) students.

1. The composition and size for Special Education classes shall be in accordance with state law. The administration will make a reasonable effort to evenly distribute students designated as ELL (English Language Learners) and students with IEP's.

During the first 10 days of the school year, the School Committee shall not be required to meet these class sizes. After the tenth school day the class size shall not exceed the maximum class size. Class sizes for itinerant teachers shall not exceed twenty-five (25) students per class.

2. **Class Size Elementary School**

Kindergarten classes shall have a maximum of sixteen (16) students per class without teacher assistant to a maximum twenty-three (23) students per class with a teacher assistant assigned full time.

Grades 1 through 5 shall have a maximum of twenty-four (24) students per class.

3. **Class Size Middle School**

Grades 6, 7 and 8 shall have a maximum of twenty-five (25) students per class. Exploratory teachers' class size shall be no more than twenty-five (25) students.

Clusters

In accordance with generally accepted middle school practices, teaming shall occur at the middle school for grades 6 through 8. The Superintendent shall use his/her reasonable discretion in the organization of the teams. No class size shall exceed 25 students. Teams shall not exceed a total of 125 students or be unreasonably comprised. A standing committee shall be established to discuss teaming concepts and team organization. This committee shall be comprised of the superintendent, two (2) administrators, two (2) middle school teacher volunteers and the TAN president or his/her designee.

4. **High School Class Size**

There shall be a maximum of twenty-five (25) students per class.

All foundation level and advanced placement classes shall be at a class size which reflects accommodations to provide optimum learning opportunities.

All information regarding enrollment and class assignments shall be provided to the Association upon availability and shall be updated as changes occur in order to avoid class size problems.

Classes utilizing specialized equipment such as, but not limited to, shop machinery, sewing machines, musical instruments, art supplies, computers, etc. shall not exceed the number of students who can utilize said equipment in an efficient and safe manner. This provision shall not be construed to require in all cases an individual piece of equipment for each student to be used simultaneously, but only to preclude classes with a disproportionate number of students for proper or safe utilization of equipment.

- B. The standards set forth in Section A above are subject to modification for educational purposes such as avoidance of split-grade classes or half-classes or specialized or experimental instructions (e.g., team teaching or large group instruction). In physical education classes sharing a common period and more than one (1) physical education teacher, the total number of students shall not exceed twenty-five (25) students per teacher.

C. Compliance

The Committee and the Association will meet within ten days of the start of the school year and then monthly throughout the school year to monitor class size compliance and address concerns of students, parents, and teachers.

The Committee shall make a good faith effort to comply with the class size limitations set forth in this Article

For elementary school: If on the eleventh school day, additional students per grade level exceed the following formula set forth below, the Committee shall add an additional class:

1 student per section plus 2

Any additional students shall be distributed equally over all sections subject to the seniority provision set forth below

For middle school and high school: No teacher shall be required to teach more than 125 students subject to any limitations otherwise set forth in the contract. If on the eleventh day, additional students per section exceed the following formula set forth below, the Committee shall add an additional class:

For a single section class: If there are more than 28 students, the Committee shall reduce the class size.

For multiple section classes: The number of sections of the same class and level plus 2 requires a reduction in the class size.

If the Committee violates class size limits contained herein, it shall:

1. Within three school days meet with the Association to discuss remedies to the overage.
2. If the overage is not addressed after consultation with the Association, so long as the overage(s) exists, and retroactive to the first day the overage was first identified, the affected teacher(s) will be paid as follows:

Elementary School:

- (a) \$15/day for the first student over the class size limit
- (b) \$15/day for the second student over the class size limit
- (c) \$15/day for the third student over the class size limit
- (d) \$50/day for the fourth student over the class size limit.
- (e) Said students shall be offered to teachers based on seniority unless the teacher has been evaluated as ineffective or developing. Whenever a class size overage exists at the elementary school within 40 hours all parents within the affected classroom shall be notified by the building principal or designee.

High School and Middle School:

- (a) \$6/ day for the first student over the class size limit
- (b) \$6/day for the second student over the class size limit
- (c) \$100/day for the third student over the class size limit
- (d) Said students shall be offered to teachers based on seniority unless the teacher has been evaluated as ineffective or developing, provided further that the change can be accommodated by the student's schedule.

High School Advanced placement classes:

- (a) \$6/ day for the first student over the class size limit
- (b) \$6/day for the second student over the class size limit
- (c) \$6/day for the third student over the class size limit
- (d) \$100/day for the fourth student over the class size limit

In no event can the class limits exceed the number of students for which compensation is provided, as outlined above.

ARTICLE VII
NON-TEACHING DUTIES

The Committee and the Association acknowledge that the teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. Therefore, the Committee will make every effort to relieve teachers from performing non-teaching, administrative and clerical tasks such as but not limited to supervising of cafeteria, playground, buses, handling of insurance and pictures. The Committee shall relieve teachers from the handling of money for insurance and pictures. The Committee shall relieve teachers of duplication of instructional materials provided adequate notice is given by the teachers.

ARTICLE VIII
TEACHER FACILITIES

The Committee shall provide as soon as practicable the following facilities in each school building:

1. A permanent work area containing suitable furniture and adequate number of workable duplicating machines for the preparation of instructional materials.
2. Appropriately furnished room or rooms to serve as faculty coatroom and lounge. These rooms shall be reserved for faculty use and shall not become all-purpose rooms for other building services.
3. Suitable faculty lunchroom or rooms apart from students' lunchroom.

4. Well-ventilated, well-lighted and modern rest rooms with separate facilities for men and women.
5. Installation of hot water in all sinks in all buildings.
6. A serviceable desk and chair for each teacher.
7. Locks on closets and cabinets in classrooms as necessary protection for instructional materials.

The Association will be consulted before final Committee approval concerning teacher facilities in the renovation of old buildings or the construction of new buildings.

ARTICLE IX

TEACHING ASSIGNMENTS AND TRANSFERS

- A. A teacher shall be assigned only to a staff position for which he/she is or can be certified by the Rhode Island Department of Education and deemed highly qualified in compliance with applicable State and Federal Law.
- B. Teachers who are resigning shall notify the Superintendent at least thirty (30) days prior to the effective date of the resignation or as soon as possible.
- C. **Vacancies**
 1. A vacancy shall be defined as the availability of a position caused by death, resignation, retirement, promotion, discharge or creation of a new position.
 2. No later than June 1 of each year, a list of known vacancies which will be available during the following school year shall be posted in all school buildings.
 3. Assignment and transfers of teachers, including the filling of vacancies, shall be made in accordance with the regulations of RIDE except as modified by this agreement. All vacant positions shall be posted internally so that all bargaining unit members may apply, specifically, vacancies shall be filled on the basis of qualifications for the vacant position. Where two or more applicants are equally qualified, seniority in the Newport School System shall control.
 4. If the vacancy is a new position created by the Newport School System, defined as one not having existed for at least the three (3) prior school years vacancies shall be filled on the basis of qualifications for the vacant position. In assessing qualifications for said new position the administration and the association will mutually agree on an interview process. In the event that the parties do not agree the Superintendent shall have the final say on the interview process. Where two or more applicants are equally qualified, seniority in the Newport School System shall control.

- D. Voluntary transfers and assignments shall be based upon the following Performance Seniority Experience (PSE) Matrix. Where two or more applicants have the same score, seniority shall be the deciding factor. No selection shall be allowed under this procedure if the final effect causes the blocking of the recall of a teacher on the suspension/recall list.

Most Recent Evaluation Rating	Point Value	Relevant Experience	Point Value	Seniority	Point Value
Highly Effective	5	3 or more of the last 5 yrs. in the position at the same level	5	25 yrs. or more	5
Effective with a 3 or 4 on the combined Practice/Foundations Score	5	3 or more of the last 5 yrs. in the position at a different level	4	20-24 yrs.	4
Effective	4	Less than 3 of the last 5 yrs. in the position at the same level <u>or</u> less than 3 of the last 5 yrs. in the position at a different level	3	15-19 yrs.	3
Developing	2	No experience in the position in the last 5 yrs., but some previous experience	2	10-14 yrs.	2
Ineffective	0	No previous experience in the position	0	4-9 yrs.	1

The Position shall be awarded to the educator with the highest cumulative score of matrix.

Note: Relevant experience levels are defined as High School, Middle School, and Elementary School.

1. No selection will be counted under this procedure if the effect is to block the recall of a teacher from the suspension/recall list. A transfer shall be granted even if it blocks the recall of a replacement teacher. A replacement teacher is one hired to replace a teacher on a leave of absence.

Vacancies remaining on the list and any vacancy occurring after the transfers shall be filled by the Superintendent and shall be advertised for the ensuing year under the provisions of Paragraph 3.

All information regarding transfers shall be available to the Association.

No reduction in the total number of teaching positions shall occur as a result of the Job Assignment process.

E. **Involuntary Transfers**

1. An involuntary transfer shall be defined as a change in position which is not teacher initiated.
2. The Committee and TAN recognize that some involuntary transfers of teachers are unavoidable. The parties agree to the following procedure to effect the involuntary transfer:
 - a. Notification of involuntary transfer shall be given to the teacher no later than fifteen (15) calendar days before its effective date of transfer.
 - b. No teacher involuntarily transferred, on or after September 1, 1995 in accordance with this provision of the Contract, shall receive preferential transfer rights as set forth in Section D.2(b) herein.
3. The Committee shall present the transferred teacher the reason for such transfer and the teacher shall have the right to challenge the transfer under the grievance procedure of the Collective Bargaining Agreement. Involuntary transfers shall take place only for good cause and in the inverse order of seniority.

ARTICLE X
PROMOTIONS

- A. All vacancies in promotional positions and newly created positions shall be adequately publicized through a notice posted in every school clearly setting forth the position description, qualifications desired of candidates, salary, duties and other pertinent data. During summer vacation notices shall be sent to the TAN president for distribution and either advertised for three (3) days in the local daily paper and the Providence Journal or a notice sent to all certified personnel.

1. All appointments shall be made without regard to race, creed, age, color, religion, nationality, sex or marital status.
 2. Such notices shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted, and in no event less than two (2) weeks before such a date. Closing date for submitting applications shall be announced and adhered to.
 3. Such vacancies shall be filled on the basis of qualification for the vacant post, provided, however, that where two (2) or more applicants are equally qualified, seniority in the Newport School System shall control. Principals should be aware of all applicants and Principals' recommendations shall be considered as part of the criteria for appointment. Vacancies shall be filled within thirty (30) days after the closing of the applications.
- B. It is recognized that applicants for promotion shall be prohibited from approaching members of the School Committee regarding the promotional position. Committee members shall not approach teachers. All applications for positions shall be submitted to the Superintendent of Schools or his/her designated agent. Individual contacts between applicants and Committee members shall be considered unethical.
- C. Temporary appointments should be kept to a minimum and made only for a good cause. A temporary appointment shall not jeopardize the previous position.
- D. Under extenuating circumstances, with the agreement of the Association which will not be unreasonably withheld, time lines may be reduced. Notice shall be given to the Association to explain what the circumstances are that resulted in the reduced time frame.

ARTICLE XI

TEACHER FILES

- A. It is recognized that the School Committee as legal employer has the right to maintain personnel files on each employee. This kind and quality of information filed shall remain the sole right of the School Committee. Material which is derogatory to the teacher shall not be included until the teacher has been asked to read and permitted to sign a notation thereon which indicates only knowledge of its inclusion, not necessarily agreement with its content. The teacher shall be permitted to answer in writing such material in his/her file and said answer shall be attached thereto. Refusal by the teacher to so sign the item shall be noted, dated and signed by the Superintendent.
- B. Upon written request to the Superintendent, a teacher may have copies made of materials from his/her own file. With the teacher's written consent, it may be available to the Professional Rights and Responsibilities Committee of the Association during possible grievance procedure.

ARTICLE XII
PROTECTION

- A. Teachers shall, when possible, immediately report to the school principal all cases of assault suffered by them in connection with their employment. This report shall be forwarded to the Superintendent and the Committee.
- B. The Committee shall consider any case of assault of any personnel of the school system and shall take whatever action it deems reasonable and/or necessary under the circumstances.
- C. A teacher shall not lose any of his/her salary for any absence caused by attendance at legal proceedings to which the teacher is a party or witness and which are occasioned by the teacher's employment in the Newport School System.

ARTICLE XIII
PERSONAL INJURY BENEFITS

- A. Whenever a teacher is absent from school as a result of a personal injury caused by an assault or accident occurring in the course of his/her employment and arising through no fault of his/her own, he/she shall be paid his/her full salary for the period of such absence up to one (1) year from the date of injury, and no part of such absence shall be charged to his/her annual sick leave. The teacher must provide to the Director of Human Resources a detailed note from his/her physician documenting such injury which note is to be placed in the individual teacher's HIPPA file. The note must include the specific diagnosis, prognosis and expected date of return. Any teacher who wishes to return prior to the expected date of return must have a note from his/her physician and approval of the Superintendent. Salary paid shall be minus the amount of any settlement from the other party involved.
- B. 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. If the Committee's physician and the teacher's physician do not agree, the opinion of an impartial physician shall be sought and the opinion of said physician as to the said period shall control.

ARTICLE XIV
LEAVE

- A. **Sick Leave**
 - 1. Teachers will earn sick leave at the rate of one and one-half (1 ½) days per month.
 - 2. Sick leave days may be accumulated to a maximum of one hundred sixty-five (165) days.

3. At the beginning of each school year, each teacher will be credited with an advance of the full seventeen (17) days of sick leave for each year which includes the two (2) personal days that they receive each year. The fifteen (15) days of sick leave are to be earned, however, according to number 1 above. In the event that the teacher's employment terminates during the school year and at the time of such termination his/her sick leave account has been overdrawn, the final salary payment to the teacher will be reduced by the amount paid for such overdrawn sick leave days.
4. At teacher's option one (1) sick day may be converted to one (1) personal day for a total of three (3) personal days pursuant to B(2). In no event shall the number of sick plus personal days exceed seventeen (17) per year.
5. If a teacher who has at least four (4) years of service in the Newport Public School System has a prolonged illness and his/her sick leave is exhausted, the teacher may accept up to forty-five (45) days offered by the staff members with four (4) years or more service in the Newport Schools. Subsequent request must be approved by the school committee.
6. An employee upon retirement shall be paid twenty-five percent (25%) of his/her accumulated sick leave in excess of fifty (50) days up to the maximum allowed in Section 2 above.
7. Pursuant to federal law, the Family and Medical Leave Act shall run concurrently with sick leave. However, employees may not be required to provide a medical note until the employee has been out at least ten (10) days.

B. Special Leave

1. Leave not to exceed five (5) days in each instance shall be granted to a teacher on occasion of the death of a father, mother, husband, wife, brother, sister, child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, grandchildren, step children, or other members of the teacher's immediate household. Necessary time shall be granted to attend the funeral of other family members and close friends. Additional time may be granted at the discretion of Superintendent or his/her designee.
2. Leave not to exceed two (2) days in any one year shall be granted for personal business upon notification to the building principal. Personal business shall mean those circumstances which require a teacher's presence elsewhere during regular school hours and over which the teacher has no control. This leave may not be taken immediately preceding or following a holiday or vacation except with the approval of the Superintendent of Schools. At teacher's option one (1) sick day may be converted to one (1) personal day for a total of three (3) personal days pursuant to section (A)(4). Teachers who find it necessary to take such leave will fill out the appropriate form and return it to the concerned principal prior to the taking of such leave or in case of emergency, immediately upon return to the school following such leave.

Unused personal days are to be credited to the accumulative sick leave total. Personal days, where used, are to be charged to sick leave days.

3. Leave of at least two (2) days in any one (1) year for each teacher shall be granted upon request to the Superintendent at least five (5) days in advance either to attend educational conferences or educational seminars conducted by recognized competent authorities in the field, or with the prior knowledge and consent of principal of said certified school to visit certified schools, public or private grades K through 12, for a complete school day. These days may not be taken immediately preceding or following a holiday or vacation except with the approval of the Superintendent of Schools. Nor may more than two (2) teachers in any elementary school nor more than twenty (20) on the elementary level or two (2) department members in any secondary school or ten (10) on the secondary level be excused hereunder on the same school day without the express approval of the Superintendent of Schools. These maximum limitations apply only to teachers for whom substitutes are ordinarily provided. Said professional day requests shall be granted upon a first-come, first-serve basis. Additional days may be granted at the discretion of the Superintendent of Schools.
4. Leave to serve on a jury shall be independent of a teacher's leave schedule, and the teacher shall be paid his/her regular salary less any compensation received from service as a juror.

5. **Maternity Leave**

A pregnant teacher may leave and return at the discretion of her doctor. A doctor's certificate stating the teacher is medically fit to return to work shall first be sent to the Superintendent of Schools. Every attempt will be made to return the teacher on maternity leave to her old position, but in any event, she is to be guaranteed a return to a similar position, as long as she returns within one (1) year from the termination of pregnancy.

- a. The leave to be taken at teacher's option shall first be deducted from the sick leave already earned but not used by the teacher.
- b. During the time noted in #5 above, said teacher will continue with the then current health insurer coverage as though she was actively employed in the classroom. Said coverage will remain in effect up to and including the last day of the calendar month in which her accumulated earned sick leave expires. Upon the Newport School Department's termination of financial responsibility for said with the then current health insurer payments, the teacher may remain in the group on condition that she reimburses the School Department for payment of said coverage.
- c. Pay shall cease on the last accumulative sick leave day and payment to be made on the closing date of the pay period which follows thereafter. Said pay shall be reduced by any amount owed to the Newport School Department and shall also include any extra monies owed to the teacher.

- d. A teacher shall be granted parental leave without pay not to exceed one (1) year. In the event the leave period expires during a school year, the same may be extended at the option of the teacher through the balance of said school year.
- e. If any provisions of this Section or any applications thereof are inconsistent with the Equal Employment Opportunities Commission guidelines or the guidelines of the Rhode Island Human Rights Commission, then the provisions of the guidelines shall prevail and be binding upon the parties.

6. **Religious Leave**

Three (3) days for religious holidays where the teacher's religion requires him/her to refrain from work.

C. **Sabbatical Leave**

- 1. The program of advanced study for which leave is required is subject to approval by the Superintendent of Schools.
- 2. Leave of one (1) full semester or two (2) full consecutive semesters may be granted to a teacher for the purpose of advanced study which will benefit the Newport School System, provided said applicant has rendered at least seven (7) consecutive years of service in the Newport Public School System.

Applications must be in the Superintendent's Office by February 1 of the year preceding the school year in which the leave is desired.

A limit of three (3) sabbatical leaves will be granted in any one (1) year.

Additional leave may be granted after each successive period of five (5) years of active service.

- 3. A teacher on sabbatical leave shall be entitled to all the privileges and opportunities which he/she would enjoy if he/she were on active duty, including salary increments and opportunities for promotion.
- 4. Compensation during sabbatical leave shall be fifty percent (50%) of the salary the teacher would normally receive that year. This compensation shall be payable at the regular or customary pay intervals, or by some other method mutually agreed upon.
- 5. A teacher who is granted sabbatical leave must agree to continue in service in the Newport Public School System for a minimum of one (1) year for one (1) semester and two (2) years for two (2) semesters. In the event a teacher does not

return to the Newport Public School System at the termination of his/her sabbatical leave (except in the event of death or other extreme circumstances), he/she shall refund and pay over to the Newport School System all sums paid under part 4 above.

D. **Military Leave**

1. Upon completion of a minimum of one (1) year of service in the Newport School System, teaching personnel who must leave their position for the purpose of being inducted into, or entering the Armed Forces of the United States, will, upon request, be granted military leave for the period of such service subject to the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).
2. Upon completion of military service, personnel will be permitted to return to their position with such seniority, status and pay as if they had not been absent, except however, that tenure will be granted only in accordance with the laws of the State of Rhode Island.
3. Teachers on military leave of fifteen (15) days or less will be paid the difference between their salary and their military pay, provided the teacher submits evidence that the active duty cannot be fulfilled at a time other than the school year.

E. **Leave Without Pay**

Teachers with a minimum of three years of employment with the Newport Public Schools shall be eligible for leave without pay.

Upon request with reasonable notice, the Committee will grant leave of absence without pay (LWOP) for up to one (1) school year provided the total granted in any one (1) school year on a first come, first served basis shall not exceed five (5). Such maximum may be exceeded at Committee option. Renewal of a LWOP, to be counted as one (1) of the five (5), shall be only with Committee approval, which shall not be unreasonably withheld. A teacher on unpaid leave may elect to receive some or all fringe benefits to which he/she otherwise would have been entitled to the extent the Committee is reimbursed for their cost.

The School Committee, through certified mail with return receipt, shall notify the teacher of the expiration of the leave of absence by December 15th of the year in which the leave is taken. The T.A.N. President shall be sent a copy of each notice. The teacher shall notify by January 15 the School Committee in writing of his/her intent to return. If the teacher fails to notify the School Committee by January 15, this failure to do so will be deemed a voluntary resignation. The Superintendent will review emergency circumstances on a case-by-case basis and the Superintendent's decision will be final.

F. **Placement Upon Return**

A teacher returning from leave shall be placed in the position he/she left; if the position no longer exists, the teacher shall be placed in a similar position.

G. **Long-Term Absence**

In the event of a foreseeable long-term absence, the same substitute shall be designated prior to the effective date of the long-term absence. A long-term absence shall be defined as an absence in excess of ten (10) school days.

H. **Catastrophic Illness Leave**

1. Catastrophic illness shall be defined as one that is life threatening.
2. A leave of absence for a period of up to one (1) calendar year may be granted to any teacher upon application for the purpose of providing care for a member of the immediate family (parents, spouse, children) or other members of the teacher's immediate household provided that the member has lived within the household for a period of six (6) consecutive months prior to the application.
3. In order to support an application for catastrophic illness leave, a teacher shall provide a physician's letter delineating the conditions of the family member requiring the care. In order to support an application for the continuance of catastrophic leave, the teacher shall provide a letter from the patient's physician when requested by the Superintendent, delineating the current medical condition of the family member requiring the care. Said update to be provided within two (2) weeks of the receipt of the request by the teacher. The School Department shall have the right to continue the leave on the basis of said physician letter(s). Failure to submit the physician's letter within two (2) weeks of receipt of request, unless there are extenuating circumstances, may constitute grounds for the termination of catastrophic leave granted hereunder.
4. Application for this leave shall be made to the Superintendent of Schools. The teacher shall have the right of appeal to the School Committee if the request is denied. If denied, the teacher will be allowed to take said leave while the grievance is pending, provided however, that if the grievant is unsuccessful, the School Department shall recover, through payroll deductions, the compensation for the aforementioned leave. Such deductions shall not exceed one (1) day's pay per pay period.
5. The teacher shall receive full pay and benefits less the daily rate of pay for a substitute for the period of time the substitute is in that teacher's classroom. This is to include any retroactive pay due the substitute should he/she work more than forty (40) days for the teacher on leave; however, the teacher shall not be assessed more money than he/she receives in gross pay under this pay for substitute plan.

6. Catastrophic illness leave shall not be charged to sick leave.

ARTICLE XV
EVALUATION OF TEACHERS

- A. The evaluation of an elementary school teacher shall be made chiefly by the school principal and/or his/her designee and the findings shall be discussed with teacher by the principal and/or his/her designee.
- B. The evaluation of a middle school teacher shall be made chiefly by the school principal and/or his/her designee or the assistant principal and/or his/her designee. The findings shall be discussed with the teacher by the school principal and/or his/her designee.
- C. The evaluation of a secondary school teacher shall be made by the school principal and/or his/her designee with input and involvement of the respective Department Head at the request of the High School Principal and/or his/her designee. The findings shall be discussed with the teacher by the school principal and/or his/her designee.
- D. The evaluation of a specialist (O/T, P/T, S/L) and any other therapist shall be made by the Director of Student Services and/or his/her designee. The findings shall be discussed with the teacher by the Director of Student Services and or his/her designee.
- E. In the event of an unsatisfactory evaluation, all teachers shall be afforded the right to an appeal process in accordance with the agreed upon procedure.
- F. A committee composed of three (3) members of the Administrative Staff selected by the Superintendent and three (3) tenured teachers selected by the Executive Board of TAN shall convene on or before the 15th of September of each year. The Chairman will be elected from the committee and by the committee. This Committee will review the evaluation process currently in effect in the Newport School Department to insure that Newport's evaluation tool is in compliance with state regulations. Their findings shall be submitted to the Superintendent of Schools no later than March 1st of each year. Recommendations, if accepted by the School Committee, are to be implemented as soon as possible.
- G. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

ARTICLE XVI
SPECIAL EDUCATION

- A. Special Education is defined by the State of Rhode Island as educational facilities, materials, evaluative services, therapeutic services and instruction which are especially designed and operated by personnel with special education qualifications to meet the particular demands of students with educational disabilities.

- B. Opening and closing time may vary from earlier to later than the regularly scheduled school hours depending upon bus schedules and the Principal's need concerning discipline, medication, or emotional problems that may occur.
- C. The Committee shall provide facilities for supportive services in accordance with current Regulations of the Board of Regents for Elementary and Secondary Education Governing Special Education.

ARTICLE XVII
SPECIALISTS

- A. The Committee and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective educational program. Accordingly, the School Committee shall employ additional specialists as required by the educational program.
- B. Specialists, such as but not limited to psychologists, diagnosticians, therapists, and social workers shall consult with their immediate superior on problems of case load. Said Specialists shall submit their schedule to their immediate supervisor no later than two (2) weeks after the start of school or two (2) weeks after their initial date of employment, whichever is later.

ARTICLE XVIII
INSURANCE AND ANNUITY PLAN

- A. Except for current teachers enrolled in a plan different than the plan set forth below (e.g. Blue Cross Classic and/or Blue Chip) all teachers shall be eligible to receive an individual or family plan, as applicable, as their medical insurance the "Healthmate Coast to Coast" plan from Blue Cross in existence as of the 2012-2013 school year. (See attached) Design Plan.

It is further agreed that two (2) members of the same family may not obtain double coverage in either plan when they are both in the Bargaining Unit. The Committee agrees, however, to reimburse any such teacher for any expenses incurred which would have been covered had the double coverage been in force.

In the event two (2) members of the same family within the Bargaining Unit select the Blue Cross and a Health Maintenance Organization health insurance, the Committee has no obligation to reimburse for expenses not covered by double coverage in either plan.

The Extended Health Care Benefit Plan hereinafter referred to relates to that health coverage provided to retirees who are otherwise eligible and who have elected previous hereto to participate in said Plan.

Effective September 1, of the 2012-2013 contract, all members of the bargaining unit and any future retiree who does not participate in the Extended Health Care Benefit Plan shall pay:

2012-2014 - 20% of the premium cost for health insurance, payable through payroll deductions.

Any cost share shall be paid with pre-tax dollars to the extent allowed by law.

- B. Teachers will be eligible to participate in a “tax sheltered” annuity plan established pursuant to United States Law No. 87-370.
- C. The Committee will pay for each teacher the full premium cost for \$50,000 term life insurance. Such insurance shall be that as found in Plan A, NEA Insurance.
- D. The Committee will provide Worker’s Compensation for all teachers.
- E. The Committee shall provide individual and family membership in the Delta Plan sponsored by Delta Dental of Rhode Island, Inc., benefits to be at the Fourth Level for individuals and the Fourth Level for families with Rider for Students to age 26. The School Department, in the event of two (2) members of the same family seeking Delta Dental could elect to self-insure for the second member so that any benefits that were not available by virtue of the lack of dual membership would be paid directly by the School Department to the member.
- F. Any member of the Bargaining Unit may elect to drop either medical or dental coverage or both under this Agreement by notifying the School Department in writing and signing a waiver before a witness acknowledging the election. The teacher shall receive one-thousand two hundred and fifty dollars (\$1,250) for the 2015-2016 school year. Effective with the 2016-2017 school year the buyback shall cease.
- G. Effective September 1, 1998, all medical plans offered by the Newport School Committee will include an organ transplant rider.

H. Retirement – Medical Benefits

- A. Participation in the Extended Health Care Benefit Plan not including extended dental or paid life insurance shall only be available to individuals with a minimum of ten (10) years of service in the Newport School System.
- B. Employees hired during the 2005-2006 school year shall have the option of participating in the Extended Health Care Benefit Plan during the life of the 2005-2008 contract. If said hiree opts not to participate in the Extended Health Care Benefit Plan said hiree may not opt to do so in the future.
- C. As of the 2006-2007 school year, the Extended Health Care Benefit Plan shall not be available for new hires.
- D. The following benefits are in addition to retirement benefits provided elsewhere in this agreement.

For retirees prior to July 1, 1998, medical benefits and medical benefit cost shares payments shall not be changed. Said retirees shall not be eligible for the Extended Health Care Benefit Plan. Any cost share requirement for retirees supersedes any language contained in Article XXIX which may be contrary to this clause.

Part B – Medicare Reimbursement

At the expiration of the 2008-2011 contract, Part B reimbursement shall no longer be paid by the School Committee for future retirees.

Any teacher who has retired or retires under the 2008-2011 contract shall be reimbursed his/her Part B Medicare payment when he/she becomes Medicare eligible.

At the expiration of the 2008-2011 contract future retirees' drug coverage associated with Group Plan 65 will switch from Blue Cross/Blue Shield 80/20 RX to Part D waiver 80/20 RX.

- I. All teachers who are eligible for retirement and retire after August 31, 2005 who are participants in the Extended Health Care Benefit Plan shall receive when said retiree becomes Medicare eligible, Plan 65 provided by Blue Cross with a 80/20 co-pay prescription plan with no out of pocket cap and a skilled nursing care facility rider. The cost share of the extended care benefit is:

2012-2018 – 25% of premium cost for health insurance 20% for Section A coverage and 5% for Extended Health Care Benefit Plan

Cost share payment is payable through payroll deduction as an active teacher or by direct payment if as a retiree.

- J. For those current teachers appointed prior to July 1, 1998 who had previously elected to participate in the Extended Health Care Benefit Plan and continue to remain eligible the School Committee shall provide the health insurance coverage as referenced in Section A above, until the retiree becomes eligible for Medicare. At that time the Committee shall provide up to two single Plan 65 plans provided by Blue Cross for the employee and spouse (if applicable), with 80/20 prescription plan rider and a skilled nursing care facility rider.

All coverage under this Section is subject to the cost share obligation set forth in Section I above. Teachers who previously elected to maintain their existing health coverage and pay the difference between said coverage and the coverage set forth in Section A above shall continue to pay said difference as well as the cost share obligations set forth in Section I. The cost share of annual premium payment is to be made annually on or before July 1st.

For those retired teachers appointed prior to July 1, 1998 who elected to participate in an Extended Health Care Benefit Plan the School Committee shall provide the retiree with their elected plan, inclusive of any applicable cost share, until the employee is eligible for Medicare. At that time the Committee shall provide healthcare insurance as follows:

1. There shall be no change in coverage upon retirement for any current employee from current contract up to Medicare eligibility at age 65 (i.e., retiring teachers shall continue to receive healthcare insurance coverage as currently provided).
2. There shall be no change in coverage upon retirement from current contract for any teacher who has 29 years or more of service in the Newport School Department as of June 30, 2015 and retires at any time. Said teacher shall receive up to two individual Plan 65's when eligible for Medicare.
3. There shall be no change in coverage upon retirement from current contract for any teacher who retires by June 30, 2018. Said teacher shall receive up to two individual Plan 65's when eligible for Medicare.
4. Any teacher who has 25 years of service as of June 30, 2015 and does not retire by June 30, 2018 shall be offered a single individual Plan 65 when eligible for Medicare. Said teacher's spouse shall not receive any benefits upon spouse becoming eligible for Medicare or teacher becoming eligible for Medicare whichever comes first.
5. No other teacher shall receive medical benefits (Plan 65) once eligible for Medicare.

Return of contributions and longevity: The annual 5% contributions shall be returned to those previously participating teachers who do not qualify for the Medigap coverage as outlined above. Said teachers shall receive their contributions plus interest (calculated at 2% annually). Said monies shall be returned to the teacher within 90 days of the ratification of said agreement. In addition, said teachers shall receive the longevity payments they had heretofore not received as consideration for Medigap coverage. Said longevity payments plus interest (calculated at 2% annually) shall be paid upon retirement.

Said teachers who will qualify for single Medigap coverage shall have 2.5% of their annual contributions returned plus interest calculated at 2% annually.

Any medical benefit cost share and above agreed-upon contractual benefits shall not be changed for employees after the date of retirement. Any cost share requirement for retirees supersedes any language contained in Article XXIX which may be contrary to this clause.

Eligible retirees shall be entitled to extended health coverage only and shall not be entitled to extended dental or paid life insurance benefits.

The buyback provision described under Article XVIII(F) shall be continued only for current retirees who receive the buyback; however, said buyback shall cease for prospective retirees.

- K. Substantially equivalent health care coverage may be substituted with mutual consent of the Association and the School Committee. Consent shall not be unreasonably withheld.

ARTICLE XIX **INSTRUCTIONAL MATERIALS**

Parties to this Agreement hereby recognize that the purchase of instructional materials shall be made a major consideration each year. Every effort shall be made by the Committee to insure the purchase of these materials in sufficient numbers and at frequent enough intervals to adequately implement the curriculum. Teachers, as per custom, shall continue to be consulted and encouraged to make recommendations to the Principal or his/her designee regarding appropriate materials.

ARTICLE XX **SUPPLIES**

General supplies shall be ordered by the school authorities so that all necessary items for the year are available on the opening day of school in September or as needed.

ARTICLE XXI **SUMMER SCHOOL**

- A. All openings for instructors in Summer School shall be adequately publicized in each school building as early as possible.
- B. Positions in Summer School shall, to the extent possible, be filled first by regularly appointed teachers in the Newport School System, but this should not preclude employing outside personnel who, through special qualifications, enrich the program.
- C. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, experience and any other data of importance to the teaching of a specific course.

ARTICLE XXII **USE OF SCHOOL FACILITIES**

- A. The Association shall be permitted to use a room for meetings, during non-school hours, in each school building without cost, at reasonable times. Request for use of such rooms shall be made to the principal in advance.

- B. The Association shall have the right to place notices, circulars and other material on faculty bulletin boards and in teachers' mail boxes. 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 teacher organization.

ARTICLE XXIII **DUES DEDUCTION**

- A. The Committee agrees to deduct from the salaries of its employees the total dues and assessment for the Teachers' Association of Newport, the National Education Association of Rhode Island and the National Education Association, if authorized on the Association's membership application form. The School Committee will discontinue such deductions for any school year only if notified by the teacher in writing to do so not later than August 15 prior to the commencement of such school year.
- B. The current rate of the total membership dues and assessments shall be certified to the Committee each year. A change in membership dues during the school year will be accomplished by giving the Committee thirty (30) days written notice prior to the effective date of such change.
- C. Deductions referred to in Section A above will be made in equal installments on the second pay day of each month during the school year. The Committee will not be required to honor for any month's deductions any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.
- D. In the event that a teacher terminates employment before the end of the school year, the School Committee will deduct any unpaid Association dues from the final pay check, as previously authorized by the individual teacher. The payment to the treasurer of TAN will serve as notification of the resignation.
- E. **Agency Shop**

All non-members shall pay a service fee in lieu of dues in the amount of the Associations' dues as a condition of employment. The amount shall be paid through payroll deduction.

ARTICLE XXIV **CURRICULUM**

The Newport School Committee and the Teachers' Association of Newport shall continue the permanent Steering Committee to oversee all curriculum needs as well as research and development. The first meeting will be held on or before October 1st of each school year.

- A. The membership of the Steering Committee shall consist of:
1. Chairman who will be elected from the Committee and by the Committee.
 2. Four (4) members from the Administrative Staff, appointed by the Superintendent of Schools and the additional designee of the Superintendent, who shall act in an ex-officio capacity and will be a voting member only in tie-breaking situations.
 3. Four (4) tenured teachers (one (1) elementary, one (1) middle school teacher, one (1) senior high school, one (1) career and technical center teacher) appointed by the Executive Board of the TAN.
- B. Meetings: Minimum of one (1) per month.
- C. **Functions**
1. To initiate recommendations for curriculum needs and research and development.
 2. To consider proposals from individuals, groups of individuals, or committees concerning curriculum needs and research development.
 3. To accept or reject proposals on the basis of established needs and priorities.
 4. To recommend the allocation of funds to implement approved programs.
 5. To submit all recommendations to the School Committee semi-annually in a formal report (suggested dates: 15 May and 15 December).
 6. To establish ad hoc committees to carry out those programs that are approved by the School Committee.
- D. **Guidelines**
- All proposals shall be weighed and judged with the following in mind:
1. The educational philosophy of the city-wide system.
 2. Needs of children.
 3. Availability of local and/or outside funding.
- E
1. Curriculum Councils shall be formed based upon the need for curriculum change/revisions and/or consideration of new texts, supplies, etc.
 2. Proposals and recommendations made by Curriculum Councils shall be submitted to the Curriculum Steering Committee for approval.

3. Proposals and recommendations made by Curriculum Councils, which are approved by the Curriculum Steering Committee, shall be forwarded to the School Committee, which shall decide whether to implement the proposals and recommendations of the Curriculum Steering Committee. If the School Committee decides not to implement such proposals and recommendations, it shall state its reasons in writing and return the matter to the Curriculum Steering Committee. The Curriculum Steering Committee shall then attempt to make revisions to accommodate the stated reasons and shall then resubmit the proposals and recommendations to the School Committee for its consideration.

F. **Restructuring**

In those schools with less than twenty (20) teachers, one (1) TAN Building Representative shall serve on the School Based Decision Making Team and/or Restructuring Steering Committee from each building. In those buildings with twenty (20) or more teachers, one (1) TAN Building Representative and one (1) TAN representative elected by the teachers of that building shall serve on the School Based Decision Making Team and/or Restructuring Steering Committee from each building.

ARTICLE XXV
SENIORITY CRITERIA CERTIFIED PERSONNEL

A. **Definitions**

1. Seniority shall be defined as the length of continuous service within the Newport School System commencing with the first day of teaching in a permanent capacity as established by School Committee Resolution.

Permanent capacity shall mean all positions other than replacement teachers hired for less than one hundred thirty-five (135) days, or substitute teachers employed for any duration.

Replacement teachers hired on or after September 1, 1996 shall not receive seniority or recall.

2. If a replacement teacher is appointed by the Superintendent to a permanent position, seniority shall be retroactive to the first day of teaching in the prior replacement position if positions are consecutive.
3. In the case where two (2) or more teachers have the same seniority date, their relative placement on the seniority list shall be established by prior service in a permanent position in the school system and then by lottery.

B. **Determination of Seniority**

1. Substitute service shall not count towards seniority.

2. Seniority shall not be broken by the following:
 - a. Contractual and/or authorized leaves.
 - b. Separation from service for reasons other than for those related to misconduct or unsatisfactory teaching performance.
 - c. Layoff.

C. **Termination of Seniority**

Termination of Seniority shall take effect upon the following:

1. Resignation.
2. Discharge for misconduct or unsatisfactory teaching performance.
3. Failure to accept recall to regular full time employment from layoff if said teacher were previously employed full time.
4. Failure to accept recall to regular part-time employment from layoff if said teacher were previously employed part time.
5. Failure to return to work upon expiration of a leave of absence.
6. Failure to be recalled for a period of five (5) years following layoff.
7. Nothing in the statements above shall require the School Committee or Superintendent to split any full time position to accommodate a teacher who previously taught part time.

D. **Notice**

It shall be the obligation of those teachers on the recall list to keep the administration informed by certified mail of their current address. Failure to do so will result in removal from the recall list.

In any layoff notice, the Committee shall notify all laid off teachers of this obligation, with copies sent to TAN President.

E. **Publication of Seniority List**

The Committee shall on February 2, of each year, distribute a seniority list for review. This list shall be open to challenge and/or correction for a period of thirty (30) days following publication.

A copy of the updated seniority list will be given to TAN two (2) weeks before it is printed for use by the Committee.

- F. Employees who are called back on the basis of seniority shall pick up their unused sick leave days when they are re-employed.
- G. All terminations, non-renewals, suspensions and recalls will be on the basis of the above seniority criteria. All references to seniority in the Contract shall be the seniority determined by the above criteria.

ARTICLE XXVI
LAYOFF/SUSPENSION/TERMINATION/NON-RENEWAL

There shall be no layoffs, suspensions, terminations, or non-renewals of teachers who were employed on or before September 1, 2000 except for performance or misconduct. Teachers hired after September 1, 2000 shall not be covered by this no-layoff clause.

ARTICLE XXVII
CONTINUING EDUCATION, HOME TEACHING AND
SUMMER SCHOOL

- A. Hourly salary to be based upon Scale 1, Step 1 each school year.
- B. People employed from 8:00 A.M. to 2:00 P.M. during each school year (September-June) for a period of fifteen (15) or more hours per week shall receive a pro-rated salary based upon their education and experience, plus all benefits of the current teacher's Contract.
- C. People employed less than fifteen (15) hours per week during the school day as stated in B above shall be paid according to A above.
- D. Provisions of A, B and C above are not applicable to any LEA personnel or Title I personnel, except for home teaching and summer school.
- E. Personnel on seniority list who are unemployed have preferential option for employment in day programs as indicated in B and C above.
- F. Personnel in Continuing Education Program do not accrue seniority in the Newport School Department.

ARTICLE XXVIII
RETIREMENT

Teachers who provide the Newport School Department with written, irrevocable* notice no later than the July 1** of the year preceding retirement shall receive upon retirement, a sum calculated at \$150 per year of service in Newport School Department, up to 30 years, for a maximum benefit of \$4,500.

Teachers who provide the Newport School Department with written, irrevocable* notice no later than the February 1** of the year preceding retirement shall receive, a sum calculated at \$150 per year of service in Newport School Department, up to 30 years, for a maximum benefit of \$4,500 to be included in their regular bi-weekly pay over their last year of service.

*Said irrevocable notice may be withdrawn in extraordinary circumstances.

** The notice dates shall be waived for those teachers who retire by June 30, 2016 and who submit notice of intent to retire within 60 days following the ratification of this Agreement.

ARTICLE XXIX

GENERAL

- A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Association or participation in its activities.
- B. If negotiation meetings between the Committee and the Association are mutually scheduled during the school day, the representative of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit his/her participation in such meetings. When it is necessary, pursuant to Article III (Grievance Procedure) for a School Representative, member of the PR&R Committee or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the school day, he/she will, upon notice to his/her principal or immediate superior and to the Superintendent by the Chairman of the PR&R Committee, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings or hearings as witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.
- C. If any provisions of this Agreement or any application thereof is inconsistent with law, then the provisions of law shall prevail and be binding upon the parties; other sections and applications of the Contract will continue in full force and effect.
- D. This Agreement will be adopted as part of Committee policy for the term of said Agreement. The Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- E. At the option of either the Superintendent or the Association, and to facilitate communication and cooperation between the parties, the Superintendent and representatives of the Association shall meet and consult during the school year on matters of mutual concern.
- F. The Association shall be consulted on the calendar for each ensuing school year.

- G. The School Committee shall make an effort to provide TAN with office space as soon as such space is identified and available.
- H. The President of TAN or the Chair of the Grievance Committee shall receive release time to conduct Union business as follows:
 - 1. If the President or Grievance Chair are secondary teachers, they shall not be assigned to any supervisory duties.
 - 2. If the President or Grievance Chair are elementary teachers, they shall be released from their teaching duties one-half day per week, to a maximum of thirty-four (34) one-half days. If a substitute is procured, TAN will pay the cost.

ARTICLE XXX
NATIONAL TEACHER CERTIFICATION

- A. The Newport School Committee shall pay fifty percent (50%) of the cost of any registration and testing fees for teachers electing to obtain the National Board Certification. The Newport School Committee will also pay fifty percent (50%) of the cost of any successfully completed course required for National Certification.

No more than five (5) teachers annually shall be eligible for reimbursement.

Teachers' requests for reimbursement shall be in the order in which they are received by the Superintendent.

All teachers who have the National Board Certification shall receive an annual stipend of two thousand five hundred dollars (\$2,500.00) to be paid on a pro-rata basis in each paycheck.

- B. All teachers who have a National Certification in the areas related to School Psychologist, Social Work or Speech Pathologists shall receive an annual stipend of five hundred dollars (\$500.00) (to be paid on a pro-rata basis in each paycheck). National Board Certification in the above cited areas shall be subject to the teacher providing written evidence of same to the Superintendent.
- C. Only those teachers currently receiving an annual stipend under this provision as of June 30, 2015 shall be eligible for these stipends.

ARTICLE XXXI
DURATION

This Agreement will be effective as of September 1, 2015, and will continue and remain in force and effect until August 31, 2018.

IN WITNESS WHEREOF, the parties set their hands and seals effective as of

June 21, 2016

NEWPORT SCHOOL COMMITTEE

Jobava Daines
By

TEACHERS' ASSOCIATION OF
NEWPORT

NA
By Chairwomen of
Negotiations Team

Cynthia C. Gkent
By President of Union

APPENDIX A

SECTION I

1.50%

2015-2016 Without Voluntary Days

Step	BA	BA+30	BA+45	MA	MA+30
1	43,052	45,209	45,709	47,361	49,512
2	45,925	48,075	48,575	50,228	52,385
3	48,842	50,999	51,499	53,147	55,299
4	51,710	53,863	54,363	56,018	58,166
5	54,579	56,734	57,234	58,884	61,039
6	57,454	59,604	60,104	61,757	63,914
7	60,318	62,475	62,975	64,625	66,778
8	63,191	65,344	65,844	67,494	69,649
9	66,064	68,219	68,719	70,371	72,521
10	76,837	78,987	79,487	81,138	83,290

2015-2016 With Voluntary Days

Step	BA	BA+30	BA+45	MA	MA+30
1	43,474	45,631	46,131	47,783	49,934
2	46,347	48,497	48,997	50,650	52,807
3	49,264	51,421	51,921	53,569	55,721
4	52,132	54,285	54,785	56,440	58,588

5	55,001	57,156	57,656	59,306	61,461
6	57,876	60,026	60,526	62,179	64,336
7	60,740	62,897	63,397	65,047	67,200
8	63,613	65,766	66,266	67,916	70,071
9	66,486	68,641	69,141	70,793	72,943
10	77,259	79,409	79,909	81,560	83,712

2.50%

**2016-2017
Without Voluntary Days**

Step	BA	BA+30	BA+45	MA	MA+30
1	44,128	46,339	46,839	48,545	50,749
2	47,073	49,277	49,777	51,483	53,694
3	50,063	52,273	52,773	54,475	56,682
4	53,003	55,209	55,709	57,418	59,620
5	55,943	58,152	58,652	60,356	62,565
6	58,890	61,094	61,594	63,301	65,511
7	61,826	64,037	64,537	66,241	68,447
8	64,771	66,977	67,477	69,181	71,390
9	67,715	69,924	70,424	72,130	74,334
10	78,758	80,962	81,462	83,166	85,372

**2016-2017
With Voluntary Days**

Step	BA	BA+30	BA+45	MA	MA+30
1	44,561	46,772	47,272	48,978	51,182
2	47,506	49,710	50,210	51,916	54,127
3	50,496	52,706	53,206	54,908	57,115
4	53,436	55,642	56,142	57,851	60,053
5	56,376	58,585	59,085	60,789	62,998
6	59,323	61,527	62,027	63,734	65,944
7	62,259	64,470	64,970	66,674	68,880
8	65,204	67,410	67,910	69,614	71,823
9	68,148	70,357	70,857	72,563	74,767
10	79,191	81,395	81,895	83,599	85,805

2.75%

**2017-2018
Without Voluntary Days**

Step	BA	BA+30	BA+45	MA	MA+30
1	45,342	47,613	48,113	49,880	52,145
2	48,368	50,632	51,132	52,899	55,171
3	51,440	53,711	54,211	55,974	58,241
4	54,461	56,728	57,228	58,997	61,259
5	57,482	59,751	60,251	62,016	64,285

6	60,510	62,775	63,275	65,041	67,313
7	63,526	65,798	66,298	68,063	70,330
8	66,552	68,819	69,319	71,084	73,353
9	69,578	71,847	72,347	74,114	76,379
10	80,924	83,188	83,688	85,453	87,720

**2017-2018
With Voluntary Days**

Step	BA	BA+30	BA+45	MA	MA+30
1	45,787	48,058	48,558	50,325	52,590
2	48,813	51,077	51,577	53,344	55,616
3	51,885	54,156	54,656	56,419	58,686
4	54,906	57,173	57,673	59,442	61,704
5	57,927	60,196	60,696	62,461	64,730
6	60,955	63,220	63,720	65,486	67,758
7	63,971	66,243	66,743	68,508	70,775
8	66,997	69,264	69,764	71,529	73,798
9	70,023	72,292	72,792	74,559	76,824
10	81,369	83,633	84,133	85,898	88,165

Note: Scales II (BA+30) and III (BA+45) are to be deleted, but any current teacher on one of those scales shall continue to receive applicable salary per deleted scale. However, such teacher to be reclassified to a higher scale must then achieve at least MA (Masters) to increase salary scale.

LONGEVITY

Beginning 20th year of service in the Newport School System \$1200.00 per year.

Longevity shall be made available only to employees not participating in the Extended Health Care Benefits Plan.

- A. Vacation Days (For teachers on the 10th step in 1991-92 only)
1. Teachers who were on the 10th Step in 1991-92, received five (5) vacation days which may be taken as time, or money upon retirement, termination or death payable to their estate. The days shall be valued at the then current rate when they are cashed in.
 2. Said teachers with ten (10) or more years of service as of September 1, 1991, shall have a vacation account.
 3. Yearly, no more than two hundred sixty (260) vacation days may be used.
 4. Manner in which said teachers may request use of vacation days - first come, first served.
 5. Number of said teachers requesting use of vacation days at any one time - no more than twenty-five percent (25%) of a building's faculty at the tenth (10th) step may take a vacation day at any one time.
- B. Vocational teachers who need to have prior experience in the trade to meet the requirements of the Vocational Division of the State Department of Education shall be placed on the appropriate step of the salary schedule.
- C. Teachers in the field of Special Education will receive an increment of five hundred dollars (\$500.00) over and above placement on the basic salary schedule provided no such stipend shall be paid to Teacher in field of Special Education hired as of the 2006-2007 school year and thereafter.
- D. Teachers who have a Bachelor's Degree and forty-five (45) semester hours of credit beyond the Bachelor's or in the case of vocational teachers forty (40) semester hours of credit beyond the Rhode Island certificate shall be paid five hundred dollars (\$500.00) over and above salary scale II.
- E. **Credit for Military Service**

Upon completion of active military service, credit shall be awarded incoming teachers equal to one (1) step on the appropriate Salary Scale for each year of service, with a maximum of two (2) years credit. Fractional years of service, brought about by early

discharge policies or other circumstances shall be counted as full years for salary classification purposes.

- F. Individuals with unique preparation or qualifications not provided for in the salary schedule may be placed in a salary classification determined by the Superintendent of Schools after consultation with the PR & R Committee of TAN.

SECTION II

A. Salary Scale Qualifications Provisions

1. **Scale I (basic scale)**

Rhode Island Certificate

2. **Scale III**

- a. Master's Degree from an accredited college or university.
- b. For Vocational teachers, Bachelor's Degree and five (5) years' teaching experience, or certificate plus fifty (50) earned semester hours of credit and seven (7) years' teaching experience.

3. **Scale IV**

- a. Doctor's Degree from an accredited college or university; or
- b. Master's Degree plus thirty (30) credits; or
- c. Certificate of Advanced Graduate Study from an accredited college or university;
- d. For vocational teachers - M.A. and ten (10) years' teaching experience or B.A. and fifteen (15) years' experience.

B. Credits for Salary Scale Reclassification may be earned by satisfactory completion of:

1. Courses

One credit per semester hour (or credit) for courses related to the candidate's teaching field and approved by the Superintendent completed beyond the Bachelor's Degree or Certificate (for non-degree holders) at an accredited college or university, inclusive of courses required to obtain a Provisional Certificate.

2. Workshops, Institutes, or In-Service Programs related to the candidate's teaching field and approved by the Superintendent. One credit per semester hour (or credit) for workshops, institutes, or in-service programs completed beyond the Bachelor's Degree or Certificate (for non-degree holders), inclusive of credits required to obtain Provisional Certification.

SECTION III
TRAVEL ALLOWANCE

The travel allowance shall be as follows:

\$100 per year 2 - 6 stops per week

\$200 per year 7 - 19 stops per week

\$400 per year 20 - + stops per week

Out-of-town mileage while on official school business approved by the Superintendent shall be at twenty (20¢) cents per mile.