

Agreement

Between

**The North Kingstown
School Committee**

and

**The National Education
Association
North Kingstown**



September 1, 2013 through June 30, 2016

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PREAMBLE

The School Committee of the Town of North Kingstown and the National Education Association of North Kingstown hereby agree that the prime consideration of both parties is to achieve better schools, and therefore, a better education for every child in North Kingstown. To that end, and in accordance with Chapter 9.3 of Title 28 of the General Laws of Rhode Island, THIS AGREEMENT IS MADE AND ENTERED INTO THIS 5th day of May

ARTICLE I

Recognition

- A. The National Education Association of North Kingstown, hereinafter referred to as the "Association," recognizes that the School Committee of the Town of North Kingstown, hereinafter referred to as the "Committee," is the agent of the State of Rhode Island and elected representative of the people of North Kingstown and the employer of the certified personnel engaged in teaching duties in the North Kingstown School Department.
- B. There is reserved exclusively to the Committee all responsibilities, power, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and the United States, and by Charter of the Town of North Kingstown, except as amended or abridged by the provisions of this Agreement. It is agreed that the Committee retains the right to select and direct the working forces, and that the right to control and direct the use of its equipment, facilities and properties are vested exclusively in the School Committee, except as amended or abridged by the provisions of this Agreement.
- C. The failure by the School Committee to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or restrict, except as limited or restricted herein, the inherent and the common law right of the School Committee and the Administration of the School Department to promulgate reasonable rules and policies, and to control, direct, manage and make changes in the operations and the affairs of the School Department.
- D. The Committee recognizes that teaching is a profession. The Committee recognizes the Association as the sole representative, for the purposes of discussion and negotiations in matters of salary and all conditions of employment, of all certified teaching personnel below the rank of assistant principal, excluding substitutes but including department chairpersons, coaches, resource teachers, specialists as listed in Article VIII of this Agreement, and faculty members in charge of extracurricular activities who are employed or to be employed by the Town of North Kingstown in teaching duties.
- E. The Association further recognizes that the word "Superintendent" as used in this Agreement shall mean the Superintendent of Schools or designated representative, Administration and/or supervisory personnel.
- F. The foregoing constitutes the entire agreement between the parties and no verbal statement supersedes any of its provisions. Any agreements reached during the duration of this Agreement shall be reduced to writing and signed by authorized representatives of the Association and the Committee.

- G. The NK School Department agrees to continue to follow the current contract language during the negotiations period.

ARTICLE II
Rights of the Association

- A. The Association may use school buildings without cost at reasonable times for meetings. Requests for use of buildings shall be made to the principal of the building in advance and approval shall be subject to previous commitments for use of the building and its facilities.
- B. The Association may place notices on faculty bulletin boards and in teachers' mail boxes.

C. PAYROLL DEDUCTIONS

1. The Committee shall make available uniform dues deductions for the National Education Association of North Kingstown (NEANK), the National Education Association of Rhode Island (NEARI) and the National Education Association (NEA) upon written request of the individual member. Requests for dues deductions shall be made on the form mutually agreed upon by the Committee and the Association. Such deductions shall be discontinued for any school year only if written notice to do so is given the Committee by the teacher not later than August 15th prior to the commencement of such school year. Such deductions shall be made in equal installments over a maximum period of fifteen (15) consecutive checks. All new requests for dues deductions must be received in the Superintendent's office prior to October 15th. Deductions shall commence not later than the second pay period in November.
2. Deductions shall also be made for contributions to both the NEANK Political Action Committee (NEANK-PAC) and Scholarship Fund upon written request of the individual member. Requests for these deductions shall be made on forms mutually agreed upon by the Committee and the Association. Such deductions shall be discontinued for any school year only if written notice to do so is given the Committee by the teacher not later than August 15th prior to the commencement of such school year.
3. All monies collected under this Section shall be transmitted to the National Education Association of North Kingstown on a biweekly basis.

- D. When a grievance occurs, time in the school day shall be granted to the Association President, Professional Rights and Responsibilities (PR&R) Chairperson and the PR&R representative of that building, when necessary, to begin processing the grievance. The time allotted shall be by agreement of all parties involved.
- E. Office space shall be provided to the Association.
- F. The President of the Association shall be relieved of all non-teaching duties and shall be released at full salary, for one (1) period per day (or its equivalence in another mode of instruction), if possible, in addition to the unassigned period.

ARTICLE III

Principles

- A. Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Committee and the Association. In light of the complexities involved in the operation of a growing school system, free and open exchange of views is desirable and necessary, with both parties participating in deliberations leading to the determination of matters of mutual concern.
- B. It is recognized that teaching is a profession which requires specialized qualifications, and that the success of the educational program in North Kingstown depends upon the maximum utilization of the abilities of teachers who are satisfied with the working conditions in the North Kingstown School Department as set forth by this Agreement and School Committee Policy.
- C. It is also recognized and agreed that each teacher shall assume in a professional and ethical manner the responsibilities of this Agreement and all other School Department policies and regulations.
- D. It is further recognized that teachers have the right to join, or not to join, any organization for their professional or economic improvement, but that membership in any organization shall not be required as a condition of employment.
- E. The Committee shall not discriminate in any way against any teacher by reason of membership in or participation in the activities of the Association or the exercise of rights under this Agreement. The Association shall fairly represent all members of the bargaining unit.
- F. The Committee and the Association agree that they shall not discriminate against any person because of race, color, national or ethnic origin, religion, gender, age, marital status, disability, status as a veteran, or sexual orientation, in accordance with applicable laws and regulations.
- G. It is recognized that the negotiation and the Administration of this Agreement entails expenses which are appropriately shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association in accordance with its constitution and bylaws and does not execute an authorization for dues deduction, such teacher shall, as a condition of employment by the Committee, execute authorization for the deduction of a sum as certified by the Executive Secretary of NEARI to the North Kingstown School Committee on or before October 1st of each year; said sum shall be forwarded to the Association. Such sum shall not exceed the annual membership fee of the NEANK/NEARI/NEA, and shall be deducted in the same manner as a regular member.
- H. The Committee agrees to release the President of the Association or his/her designee, with pay, from job responsibilities five (5) days per year. If additional days are needed, they may be taken provided the Association incurs the cost of a qualified substitute.

- I. The Committee agrees that a copy of all current School Committee policies shall be posted on the district website www.nksd.net. The principal shall inform teachers of any additions or deletions to these policies at regularly scheduled teacher meetings. Each building principal shall prepare a faculty handbook and distribute it at the meeting on Orientation Day. Any changes shall be in writing and distributed to all members of the professional staff.
- J. This Agreement constitutes Committee and Association policy for the term of this Agreement, and the Committee and the Association shall carry out the commitments contained herein and give them full force and effect as policy.
- K. No individual or group of teachers in the bargaining unit or representative, agent or employee of the School Department may enter into any separate agreement or understanding which shall be inconsistent with the terms of this Agreement.
- L. The Committee and the Association believe that academic freedom is essential to the teaching profession.
- M. The grades of a teacher entered in the pupil's record represent the teacher's evaluative judgment of the pupil's work. The teacher shall be considered to be expert in evaluating the work of the student and his/her integrity in marking the pupil shall be respected. The grade given by the teacher shall not be changed without due process and compelling reason(s).
 - 1. ASPEN (or similar electronic grading system) will be open for inputting grades at all times. Teachers will have at least five (5) school days from the end of the grading period to the date upon which grades are to be posted.
- N. In order to open the dimensions of the classroom and the art of teaching, particularly in respect to team teaching and non-graded instruction, establishing standards for hiring of teachers shall be a joint effort by the Administration and the Association. Such effort shall consist of procedures, goals and standards for teacher recruitment, interviewing and hiring. Recommendations shall be made to the Committee for its consideration.
- O. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE IV Cooperation

- A. The Association and the Committee agree on the desirability of making the schools community-centered and shall cooperate in any program designed to accomplish this goal.

- B. The Association agrees to appoint representatives to serve on special committees when requested to do so.
- C. The Association agrees to make a concerted effort to work with the Committee and the Administration in developing the total educational program into one that meets the needs of North Kingstown, and to support the Committee vocally and actively by its presence at hearings and public meetings in the interest of sound education.
- D. The Committee and the Association agree that during the dates this Agreement is in effect, any and all disputes arising between them shall be settled in accordance with the grievance procedures of this Agreement. The Association and its individual members agree that it shall not engage in or instigate or condone any strike or work stoppage or any concerted refusal to perform work duties on the part of any member of the bargaining unit in the North Kingstown School Department. The Association further agrees that it shall take a strong position against any such action by any of its individual members.
- E. The Committee and the Association recognize the ongoing need for curriculum development. Teacher participation in curriculum development shall be voluntary. Both parties pledge their support of this endeavor and the Committee further agrees to support it financially. The Association agrees to encourage its members to volunteer for such work.
- F. A Staff Development Committee consisting of teachers, administrators and staff members shall annually prepare for the Superintendent's approval, with advisory input from the Association, a staff-development plan which outlines both mandatory and optional individual and group staff-development activities.
- G. The Superintendent shall provide the Association the most current enrollment reports for each month from August through June. Enrollment projections shall be provided in January and June. Student enrollments by class and section shall be provided the Association at the same time the information is available to department chairpersons and guidance counselors.
- H. The North Kingstown School Committee agrees to negotiate the impact of any changes resulting from Rhode Island Department of Education and/or State and/or Federal legislative mandates.
- I. The North Kingstown School Department has a core belief that for the continuation of curriculum delivery that shall benefit students, and to maintain communication with parents, and to increase efficiency in our schools, it is important that teachers plan together whenever possible. Every effort shall be made by administrators working with teachers to create schedules that provide common planning time to such a degree that promotes the School Improvement Plan. The principal and/or designee shall have discretion to assign teachers to appropriate common planning groups and attend and/or facilitate sessions as he/she sees appropriate. The structure of these meetings will incorporate educator and school improvement goals, analysis of results on local and state assessments and discussion of instructional practices, research trends and curricula implementation.

1. All elementary classroom teachers, reading specialists, and special educators, will participate in principal/designee-directed common planning sessions for a total of one 40-minute session per month. This session will be scheduled during the school day. All elementary teachers will participate in 40-minutes of teacher-directed common planning during each of the remaining weeks of the month. Upon request, elementary teachers will provide the principal/designee with a monthly, bulleted summary of common planning activities.
2. All middle school teachers will participate in common planning sessions for the equivalent of one instructional block daily.
3. All high school teachers will participate in common planning sessions for 45 minutes every other day.

ARTICLE V

Procedures

- A. The Committee or its representatives shall meet periodically with the representatives of the Association for the purpose of negotiating a successor Agreement. Written notice of such intent and procedures for such negotiations shall be in accordance with the provisions of Title 28, Chapter 9.3 of the General Laws of Rhode Island.
- B. The Association and the Committee may call upon competent professional and lay representatives to consider matters under discussion and make suggestions; the parties have the right to utilize the service of consultants.
- C. The Association and the Committee may appoint ad hoc study committees to research, study and make recommendations on matters under consideration. These committees shall report findings to the Association and to the Committee.
- D. Nothing in this Agreement shall be in violation of the provisions of the Charter of the Town of North Kingstown or the Laws of the State of Rhode Island or Federal Government of the United States.
- E. The Committee agrees that a copy of this agreement shall be posted on the district website www.nksd.net.
- F. During the duration of this Agreement, either party may call a meeting to discuss matters of mutual concern.
- G. Either party to this Agreement may, during the course of this Agreement, request a contract re-opener for purposes of collective bargaining for any non-economic issue covered by this Agreement. It is understood that such negotiations shall be concluded prior to the first day of the school year for any year of this Agreement.

- H. Any agreements reached during the duration of this Agreement shall be reduced to writing and signed by the authorized representatives of the Association and the Committee.
- I. The Committee shall publish this Agreement and distribute a copy to all members of the professional staff. The Association shall be consulted thereon prior to publication. The Committee and the Association shall share the expense involved.
- J. The faculty of each school may elect a representative body, free to consider anything affecting teachers; the principal shall meet with this body when requested to do so, at mutually agreed upon times.
- K. It shall be the policy of the School Committee to post the agenda of its meetings in each school.

ARTICLE VI
Teaching Hours and Teaching Load

A. WORK DAY

1. The teaching day for all certified personnel shall be between six (6) and six and five-tenths (6.5) hours based on the 2012-2013 schedule of the individual school. Teachers shall be required to report before the start of the students' school day and to remain after the official closing of the school as long as is reasonably necessary to fulfill their obligations relating to special help for students, parent conferences and staff meetings.
2. With the exception of the above any involuntary assignment of work outside of the teaching day within the school year shall be compensated fifty-six dollars (\$56.00) for the 2013-2016 school years.
3. The teaching schedule in grades six (6) through eight (8) shall consist of five (5) classes, one (1) common planning time, and an unassigned period for professional work per day. Any changes to the current schedules must be negotiated.
4. The parties agree to implement the Block Schedule at the high school. Teachers shall teach either five (5) block classes every two days, for a maximum of three (3) block classes one (1) day and two (2) block classes the next day or four (4) block classes every two days, and one (1) traditional length class, for a maximum of two (2) block classes each day and one (1) traditional length class each day. High school teachers may be assigned every other day, for not more than forty-five (45) minutes to common planning time.
5. If necessary, more than one itinerant teacher in a specialty area may be employed less than full time (1.0 FTE) at the high school level, middle school level or elementary school level. No teacher shall be reduced to accommodate this Article.
6. Teacher participation in extracurricular activities shall be voluntary.

B. UNASSIGNED PERIODS

1. All members of the bargaining unit shall be entitled to unassigned time for professional work on an equitable basis.
2. All elementary classroom teachers, reading specialists, and special educators teaching in elementary schools shall be guaranteed a minimum of two hundred sixty (260) minutes per week of unassigned time for professional work. The amount of unassigned time for professional work shall be adjusted proportionately for weeks in which there are less than five (5) school days. Elementary specialists shall be guaranteed a minimum of two hundred ten (210)-minutes per week of unassigned time for professional work.
3. All middle school teachers shall have unassigned time for professional work of at least forty (40) continuous minutes each day.
4. High school teachers shall be scheduled at least one hundred thirty-five (135) minutes, ninety (90) continuous minutes on one (1) day and forty-five (45) continuous minutes the other day, of duty-free planning time for professional work.
5. When a teacher in a special area of instruction is in charge of an elementary school teacher's class, the regular teacher may leave the classroom. Such release time shall be an unassigned period to be used for professional work. In addition to continuing the current practice of receiving specialists every other week, full-day kindergarten teachers shall receive the same specialists as the other classroom teachers, when available.
6. Teaching Advanced Placement (AP) courses shall be voluntary. Teachers shall be expected to remain in the program a minimum of three (3) years. Teachers are expected to attend district-funded AP training. Teachers shall receive a payment of \$1000 for attending training.
7. All elementary school teachers shall have a continuous duty-free lunch period of at least twenty-five (25) minutes and, in addition, they shall have another continuous twenty-five (25) minutes for unassigned time for professional work. All middle and high school teachers shall have a continuous duty-free lunch period equivalent to the length of a student's lunch period in addition to unassigned time for professional work of at least forty (40) minutes each day. Teachers may volunteer to perform extra duties during their unassigned period in exchange for compensation at the rate fifty-six dollars (\$56.00) per hour.
8. Teachers shall be guaranteed a lunch period of at least one hour on professional development days.

C. CLASS SIZE

1. Class size at all levels shall be maintained at a level that is consistent with the best interests of the students. The Committee and the Association shall jointly try to arrange

class size so that the maximum number of students may receive optimum instruction from every teaching situation, viz., larger classes may be scheduled for lectures, demonstration and audio-visuals. Class-size contractual maximums apply to all grade configurations.

2. Individual class size in preschool shall not exceed fifteen (15) students after the first five (5) days of school. Self-contained special education classrooms shall not exceed ten (10) students.
3. Class size at the kindergarten level shall not exceed an average pupil-teacher ratio of 18:1 in the district. In grade one (1), class size shall not exceed an average pupil-teacher ratio of 24:1 and in grades two (2) through five (5), class size shall not exceed an average pupil-teacher ratio of 25:1 in a given school.
 - a. Individual class size in kindergarten shall not exceed nineteen (19) students after the first fifteen (15) days of school.
 - b. Individual class size in grades one (1) and two (2) shall not exceed twenty-four (24) students after the first fifteen (15) days of school.
 - c. Individual class size in grades three (3) through five (5) shall not exceed twenty-six (26) students after the first fifteen (15) days of school.
4. Class size in grades six (6) through eight (8) in academic areas, including Foreign Language, shall not exceed an average pupil-teacher ratio of 25:1 in a given school, based on present practice or its equivalent. Individual classes shall not exceed twenty-eight (28) students after the first fifteen (15) days of school.
5. Class size in grades nine (9) through twelve (12) in the departments of English, Foreign Language, Mathematics, Science and Social Studies shall not exceed an average pupil-teacher ratio of 25:1 in each department. Individual class size shall not exceed twenty-eight (28) students after the first fifteen (15) days of school.
6. Compensation for teachers with students over the contractual class-size and course-load limit is intended to deter the number of classes over the contractual limits:
 - a. Middle and high school teachers shall be compensated at the rate of five dollars (\$5.00) for each student over the class-size maximum per day, per class. At the high school this rate shall be adjusted proportionately to allow for the Block Schedule.
 - b. Elementary teachers shall be compensated at the rate of twenty-five dollars (\$25) over the class-size maximum per student, per day.
 - c. For specialists at the elementary level, compensation shall be at the rate of five dollars (\$5.00) for each student over the class-size maximum per day, per class.
 - d. Middle and high school teachers shall be compensated at the rate of seven dollars and fifty cents (\$7.50) per student, per day for every student over the course-load cap of one hundred twenty-five (125) students. At the high school this rate shall be adjusted proportionately to allow for the Block Schedule.

7. Special-area class size shall be maintained at a level that ensures safety and proper supervision by instructors.
8. No teacher of academic subjects or Health in grades six (6) through twelve (12) shall have a class load greater than one hundred twenty-five (125) students.
9. After the first ten (10) days of school, if any class exceeds contractual class-size limit, the Association and School Department will meet to discuss how to address class-size overages.
10. If at all possible, teachers will be provided at least 24 hours notice before the arrival of a new student.

D. SPECIAL EDUCATION

1. When a student from a self-contained class in an elementary school is integrated into a regular classroom for fifty percent (50%) or more than fifty percent (50%) of the school day, the student shall be counted as a regular education student in computing class size.
2. Peer helpers (i.e. students included in classes with special education students): Every attempt shall be made to count peer helpers when computing class size.

E. STAFF MEETINGS

1. After-school staff meetings, not to exceed twelve (12) per year, may be called by administrators. No more than two (2) meetings may be held in any one (1) month. Teachers shall be notified of after-school staff meetings one (1) week in advance of said meeting, except in cases of emergency. Additional staff meetings may be held on Professional Development Days. Normally, said meetings shall not exceed one (1) hour in duration.
2. Teachers may be excused from after-school meetings with the approval of their immediate supervisor.
3. Teachers shall receive the agenda for all faculty meetings at least two (2) days in advance.

F. WORK YEAR

1. Prior to its adoption by the Committee, the school calendar shall be submitted to the Association for suggestions.
2. The work year of all teachers shall consist of one hundred eighty-four (184) days + six (6) hours (outside of the school day), other than for new teachers who may be required to attend additional orientation sessions. Orientation days for new teachers shall be subject to the same rules and regulations as regular workdays, for attendance and pay purposes.

3. Teachers shall be provided with the tentative teaching schedule for the coming school year no later than two weeks prior to the first day of school.
4. Within the teachers' work year, teachers shall attend one (1) full day immediately prior to the opening of school for in-service education and/or orientation for all teachers.
5. The principal may declare an emergency whenever he/she feels an unusual situation threatens the safety of the pupils or the school. In the event of an emergency, teachers shall help the principal in alleviating the situation.
6. Guidance counselors will work a total of six (6) additional days per school year, three (3) days previous to the school year and three (3) days after the school year, as assigned by the principal and will be compensated at a per diem rate.

G. PARENT CONFERENCES FOR THE ELEMENTARY AND MIDDLE SCHOOLS (See Appendix A)

1. Elementary and middle school teachers, including kindergarten teachers, shall schedule parent conferences within two (2) weeks of the end of the first quarter at times mutually agreed upon between teacher and parent.
2. Any teacher whose position may not warrant parent/teacher conferences will complete six (6) hours of alternate professional duties to be determined in collaboration with the building principal.
3. Kindergarten teachers with two (2) sessions shall be scheduled for one (1) day without students to help complete parent conferences.

H. KINDERGARTEN ORIENTATION MEETING

Kindergarten orientation shall be scheduled as follows:

1. Kindergarten teachers with one (1) session shall schedule individual orientation appointments with students and their parents/guardians on the first day of the school year.
2. Kindergarten teachers with two (2) sessions shall schedule individual orientation appointments with students and their parents/guardians on the first and second days of the school year.

I. CLASS COVERAGE. It is agreed by the parties that the following provisions shall be in effect concerning class coverage:

1. The building principal shall be diligent in his/her efforts to obtain substitute teachers. Only after reasonable efforts have been made shall the principal seek volunteers for class coverage during their unassigned period. The selection of volunteers shall be made with an equitable distribution among teachers when possible.

2. In the event that substitutes are not available and volunteers cannot be found among the teaching staff, the principal may request that non-volunteer teachers make themselves available to cover classes.
3. Teachers who cover classes because of the unavailability of a substitute shall be paid fifty-six dollars (\$56.00) per hour. Payment shall be made no later than the second pay period following the coverage. Compensation for coverage under this Section shall also apply to the elementary classroom teacher where no substitute is available for other class specialists, as defined in Article VIII.

J. SENIOR PROJECT FOR THE HIGH SCHOOL (see Appendix A)

1. High school teachers shall evaluate students' Senior for three (3) hours outside of the school day and complete three (3) hours of alternate professional duties to be determined in collaboration with the building principal.
2. The date for evaluating Senior Projects will be scheduled by October 1st of the school year.

K. PART-TIME EMPLOYEES

1. Employees assigned less than 1.0 FTE shall be classified as part time.
2. Teachers employed on a part-time basis shall have their unassigned and/or duty time prorated in accordance with their teaching load.
3. The Administration shall make every effort to ensure that scheduling of part-time employees shall be such that their class assignments are continuous.

ARTICLE VII Non-Teaching Duties

- A. The Committee and the Association acknowledge that the teachers' prime responsibility is to educate students and that their energies should, to the extent possible, be utilized to this end. The Committee shall implement a school paraprofessional program as it determines to be necessary. It is recognized that in each school in the system the scope of tasks shall vary. Therefore, paraprofessionals shall be utilized according to the needs expressed to the Administration by the individual principals after conferring with their teaching staffs, subject to the approval of the Administration. Teachers' duties do not include lunch, bus, playground, recess and register duties. Each building principal and the staff shall develop a program for student supervision during the ten (10) minute period prior to the beginning of the students' instructional day. If the parties disagree, the issue shall be referred to the Superintendent for resolution.
- B. Recognizing the need for adequate planning, teachers shall make available each day, lesson plans, schedules, class lists and other information for the next school day or for longer

periods as may be required by the principal, supervisor or department chairpersons. These materials shall always be available for substitutes in a teacher's absence.

- C. Teachers, except for certificated nurse teachers, shall not be required to administer medication of any type to any student.

ARTICLE VIII

Pupil Personnel Services Providers (PPSP) and Other Specialists

- A. The Committee and the Association recognize that an adequate number of competent PPSP and other specialists is desirable to the operation of an effective educational program. The Association may from time to time submit to the Committee its formal position and recommendation for development of the program.
- B. It is understood that every effort shall be made to provide the PPSP and other specialists necessary to ensure the effective operation of the Department's schools.
- C. When a PPSP or specialist in any area is absent from school, the School Committee agrees to hire a substitute when one is available, and at the discretion of the principal after consultation with the staff. If no substitute is available, the specialists (SLP, ESL, etc.) shall be compensated consistent with Article VI.C.5, if required to make up the service time.
- D. It is agreed that classroom teachers shall have responsibility for initiating requests to the appropriate PPSP should they feel that a student needs assistance. PPSP are defined as those teachers designated as remedial reading, speech and hearing, school psychologists, social workers, certified special education teachers, all Title I teachers, school nurse teachers, guidance counselors, ESL teachers and licensed occupational and physical therapists.
- E. Itinerants are defined as certified personnel who have professional responsibilities in more than one building. Itinerants shall be involved in planning their schedules.
- F. Other specialists include but are not limited to library-media specialists, and at pre-kindergarten (pre-K) through grade five (5), teachers of art, and music, and physical education.
- G. The teaching day as defined in Article VI may be flexible for non-classroom PPSP positions. The flexible schedule must be agreed upon by the person and his/her supervisor. Some positions may be designated as requiring flexible time. A person on a flexible schedule shall work out his/her teaching day as to unassigned time and duty-free lunch. Temporary, non-emergency, involuntary changes in schedules required by the Administration with less than forty-eight (48) hours advance notice shall be compensated above and beyond the individual's teaching day.

ARTICLE IX
Voluntary and Involuntary Transfers

- A. A vacancy shall be defined as the availability of a position caused by a death, resignation, retirement, promotion, discharge or creation of a new position.
- B. The posting of such vacancies shall be done annually June 1st—or upon approval of the NKSD budget by the School Committee, whichever comes first, provided a petition for a referendum has not been filed to reduce the budget. All postings shall include at a minimum a description of the position requirements, i.e., title, certification, grade level for elementary and the position location.
- C. Educators who have been involuntarily transferred, other than for reasons of job performance, shall be given preference for any vacancy that occurs in the identical position from which that teacher was involuntarily transferred, provided the identical position becomes available prior to the first day of school. Thereafter, said position shall be offered in the subsequent job assignment process.
- D. Voluntary transfers and assignments shall be based upon the following Performance Seniority Experience (PSE) Matrix, with the position awarded to the educator with the highest score from among interested candidates. 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	6	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

Note 1: Teachers must be rated developing or better on the last three (3) evaluations and cannot be on a corrective action plan and/or on notice of layoff for performance reasons. However, a teacher on a Plan may be deemed developing and eligible to apply for a voluntary transfer if so approved after a meeting with the Superintendent.

Note 2: Relevant experience levels are defined as High School, 9-12, Middle School, 6-8, Upper Elementary School, 3-5, Lower Elementary School, PK-2.

Note 3: For the 2013-2014 school year, the evaluation rating will not be used for transfers and assignments. Job assignments will be based upon the remainder of the matrix. However, a teacher who has been evaluated and received a developing or ineffective rating may not request a transfer unless approved by the Superintendent. For future job assignments, effectiveness ratings for non-classroom teachers will either be based upon an instrument created by RIDE or if none is available, an instrument jointly developed by NKSD and NEANK consistent with the RIDE model.

- E. Once all vacancies and any vacancies resulting from voluntary transfers have been offered to staff members, the process shall end and all remaining vacancies shall be advertised and offered to the general public. Newly-hired teachers selected for these posted positions shall become full members of the bargaining unit with all rights of seniority and recall.
- F. Vacancies which are created after the June Job Assignment Process shall be posted in August and filled consistent with this Article.
- G. Teachers shall be consulted regarding any changes in their programs and schedules, including the schools to which they will be assigned, levels and/or disciplines that they will teach, and any special or unusual classes or assignments they will have. These assignments and transfers will not be arbitrary and the Administration must show good cause for any change in assignment or transfer. The School Department agrees to provide the teacher with materials, curriculum and briefing necessary to adjust to any of the above-mentioned circumstances.
- H. Not later than one (1) week following the Job Assignment Process, the Superintendent shall make available to the Association a list showing the names of all persons who have been reassigned or transferred and the nature of such reassignments or transfers.
- I. Involuntary transfers shall take place consistent with the provisions of this Article, provided all of the following apply:
 - 1. the teacher remains certified in the area;
 - 2. the teacher has received an “effective” or higher rating in his/her most recent evaluation;
 - 3. the teacher is “highly qualified.”

However, the Superintendent may involuntarily transfer any teacher who has received a rating in his/her evaluation that is ineffective or developing.

All other involuntary transfers will be based on seniority. Teachers with the least seniority will be changed first. The Superintendent may under unusual circumstances choose another teacher only if absolutely necessary.

1. Seniority shall be system wide and is defined as teaching service, exclusion of substitute teaching service, in the North Kingstown School Department as computed from the beginning date of employment. Where the beginning date of employment is the same, the date of appointment by the School Committee shall be the determining factor. Where the date of appointment is the same, the date of receipt of the original application shall be the determining factor so long as such date can be determined on the respective applications. When the date of receipt cannot be determined, then the date of application shall be the determining factor. When the date of the application is the same, seniority will be determined by those teachers concerned drawing lot. This lottery will be administered by the Supervisor of Human Resources.
 2. Seniority shall be broken whenever an employee terminates voluntarily, is discharged, or exceeds an authorized leave of absence.
 3. A teacher who is involuntarily transferred or reassigned shall receive notification in writing as to the nature and reason for said transfer or reassignment. If the teacher is dissatisfied with the reason, he/she may request an informal meeting with the Superintendent and, if desired, an Association Representative.
 4. It is agreed that the least senior teacher teaching in the certification category of the position being eliminated in a building shall be the person to be transferred from the building, if an involuntary transfer is necessary. This practice is limited to the question of involuntary transfer from a building as a result of position elimination and does not apply to voluntary transfer or reassignment within a building.
- J. Notice of change in assignment and/or transfer for the next school year shall be given as soon as practical under normal circumstances not later than May 15th. To the extent possible, no reassignment and/or transfer shall be made after August 15th. In the event that a teacher is reassigned or transferred after August 15th, the Administration will provide personnel to pack and move classroom material and the teacher will be granted compensation of two hundred fifty (\$250) and up to two hundred fifty (\$250) more for materials provided that the teacher has receipts.
- K. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of interschool travel. The parties agree that teachers who travel from school to school should have a minimum of thirty (30) minutes to travel, park, and prepare for subsequent assignment. To this end, prior to the beginning of any school year, the Superintendent and NEANK President will meet to identify those situations where individual teachers do not have a minimum time for travel, parking and preparation. If thirty (30) minutes is not possible, Administration, NEANK and the teacher will agree to an alternative solution. Such teachers shall be consulted about any change in their schedules.
- L. Teacher assignments and transfers shall be made without regard to religion, nationality, sex, marital status or physical handicap.

- M. All information regarding decisions on transfers shall be available to the Association with the written authorization of the teacher.
- N. No reduction in the total number of teaching positions shall occur as the result of the Job Assignment Process.
- O. Any vacancy noted below will be filled from within the bargaining unit by a committee composed of administrators and of teachers selected by NEANK. These positions are Academic Coaches, PBGR Coordinators, and High School Deans, or teachers involved in innovative projects. Within five (5) business days of the receipt of the Administration's appointment to the committee, the NEANK will forward to the Superintendent the names of its representatives.

ARTICLE X

Non-Renewal, Suspension, Dismissal and Recall Rights

- A. Teachers shall be non-renewed/dismissed/suspended (not due to misconduct or performance) on the basis of seniority. Teachers notified of non-renewal/dismissal suspension (not due to misconduct or performance) shall be provided recall rights as set forth below. The President of the Association shall receive a copy of the notification.
 - 1. Teachers shall be recalled by the Committee in order of seniority as positions for which they have certification become available and as the Committee decides to fill such positions.
 - 2. When the Committee decides to fill a position for which a teacher on recall has certification, the Superintendent shall notify by certified mail, return receipt requested, the most senior teacher on the recall list in the area of certification. That teacher shall notify the Superintendent by certified mail of his/her intentions to accept or reject the position offered within a period of ten (10) calendar days of said notification. Should the notified teacher not communicate with the Superintendent within the above time period, it shall be deemed to be a rejection of the position.
 - 3. If the notified teacher fails to notify the Superintendent within the allotted time or if the notified teacher refuses to accept the position offered, that teacher shall lose all seniority rights under this Collective Bargaining Agreement, shall no longer be eligible to participate in the fringe benefit extension provided herein, and said teacher's contractual relationship with the Committee shall come to an end. Should this occur, the Superintendent shall notify the next most-senior teacher in the area of certification of said vacancy.
 - 4. It shall be the responsibility of all teachers on a recall list to keep the Human Resources Office notified of their latest address where communications can be forwarded.
 - 5. All teachers on recall shall have the option of retaining all fringe benefits provided for by this Collective Bargaining Agreement during the period of their recall provided they repay for said benefits to the School Department in the same manner the Department pays those benefits. A teacher shall be entitled to the rights under this Article for a period of five (5) years from the date that the layoff became effective.

6. During the course of this Collective Bargaining Agreement the School Committee shall take no action which would have the effect of causing a reduction in force (RIF) in the teaching staff in excess of seven and one-half (7.5) per year, excluding normal attrition. RIF pertains to the full-time equivalent (FTE) number of teachers. In the event that an action by the Jamestown School Committee results in the withdrawal of one hundred (100) or more students from the high school, a reasonable number of teachers in addition to the seven and one-half (7.5) mentioned may be subject to layoff. It is understood that the Association shall be consulted prior to any RIFs. It is also understood that such RIFs may not be used as a pretext for circumventing the limitation of seven and one-half (7.5) per year. Both parties agree to settle disputes resulting from such RIFs through the grievance procedure, and the parties further agree to resolve such grievance in an expeditious manner.

ARTICLE XI

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. Each person on the teachers' salary schedule shall be paid from September to June 30th, biweekly, with the total yearly salary being divided into twenty-six (26) payments. The first paycheck shall be paid on the first day after the official opening of school that coincides with the existing biweekly payroll and the balance shall be paid on or before the last pay date before June 30th. Teachers shall be notified of the date of the first pay date in the following school year by this last pay date.
- B. Teachers newly appointed to the North Kingstown School Department shall be given full increment credit for previous outside teaching experience which has been completed satisfactorily in public schools in the State of Rhode Island.
- C. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year. New teachers, prior to their appointment, shall be required to furnish satisfactory evidence of all prior teaching experience which they claim. No credit shall be given for experience not documented prior to their appointment. Substitute teaching days taught in North Kingstown may be counted as "paid" days and combined with regular teaching days for service credit provided that such substitute teaching is continuous and uninterrupted and there is no loss of teaching time between the substitute teaching and the regular teaching service.
- D. Whenever teachers are serving as coaches, department chairpersons or faculty members in charge of extracurricular activities, they shall be compensated as set forth in Appendix B which is attached hereto and made a part hereof. Those teachers appointed as coaches, both interscholastic and intramural, shall be paid once at the end of the coaching activity.
- E. The North Kingstown School Committee encourages each teacher to improve his/her own professional background and competency by the participation in a program of studies beyond the Bachelor's Degree at a recognized educational institution, and agrees to compensate teachers for the completion of courses and degrees according to the schedule in Appendix A, "Payment for Advanced Degree Increments." A recognized educational

institution shall be a college or university whose graduate program of studies is accredited by one (1) of the six (6) regional Associations of Colleges and Secondary Schools. All courses beyond a Bachelors Degree for which compensation is to be awarded must be approved by the Committee, after recommendation of the Administration on the basis of usefulness to the North Kingstown School Department, and shall conform to the following:

1. All courses completed and advanced degrees earned by teachers shall have a direct relationship to the subject area in which they teach in the school system and are designed to improve the ability to teach in such area. All courses completed and advanced degrees earned by teachers not related to the subject area in which they teach shall require approval by the Superintendent and the School Committee prior to course or degree enrollment.
 2. All courses completed for the purpose of fulfilling initial certification requirements are not eligible for incentive payments.
 3. To be eligible for increment compensation, all courses shall be at the graduate level. If a teacher feels an undergraduate course merits consideration, he/she may petition the Administration and the Committee for a waiver of the graduate requirement. The Committee's decision on the waiver shall be final and cannot be appealed.
 4. To be eligible for increment compensation, the aggregate number of courses applied for must be at an average grade of not less than B. No course, however, shall be acceptable below a C grade.
 5. No advanced degree increments will be credited for compensation until said record of completion is received by Human Resources but no later than one year from the date of program completion unless approved by the Superintendent.
 6. An official transcript or course completion card from the college or university shall be the only document accepted as a record of completion.
 7. Course or advanced degree increment compensation is to commence no earlier than the semester following approval by the Administration and the Committee.
 8. When a teacher becomes eligible for advanced degree compensation based on a first-semester course, such application shall be filed before April 1st and the teacher shall receive one-half (½) of the respective increment.
 9. For immediate consideration of compensation, applications for course and/or degree credit for first-semester courses shall be submitted by the April 1st following; second-semester courses by the September 1st following; summer courses by the October 1st following. All applications shall be considered at the School Committee's regular business meetings of September, October and April.
- F. Teachers may elect to have their paycheck(s) forwarded to any agent or addressee so designated in writing by the teacher. This designation must be submitted by October 1st.

Two (2) subsequent changes in this designation may be made by the teacher during the same school year.

- G. If a regular pay period falls during a non-school day, the School Committee shall request, in the required manner of the Town Treasurer, that paychecks be distributed in the normal manner on or before the last school day prior to such regular pay period.
- H. Teachers who are required to travel from one school facility to another shall be reimbursed at the rate allowed by the Internal Revenue Service.
- I. Teachers shall receive a written notice from the School Department indicating their current salary, including advanced degrees, longevity and department chairperson stipends. Said notice shall be received during the first pay period in October.
- J. Teachers shall be responsible for maintaining a current Rhode Island certification which is applicable and consistent with their assignment. Teachers who fail to do so shall be removed from the classroom and shall forfeit any salary under this Agreement until reinstatement by the Rhode Island Department of Education.
- K. Beginning with the 2010-2011 school year, teachers hired for positions requiring more than one certification must keep all certifications active. If, after five (5) consecutive years any certifications have not been utilized, the teacher may let those certifications expire.

L. TUITION REIMBURSEMENT

1. All teachers who have completed three (3) years of employment with the North Kingstown School Department shall be eligible for tuition reimbursement for graduate work subject to the conditions and procedures set forth in this provision.
 - a. Application for reimbursement must be filed on or before deadlines set forth in Paragraph 4 of this provision and the Superintendent shall have sole discretion as to approval under this provision. The Superintendent's decision regarding applications for approval can be appealed to the School Committee within thirty (30) days of the Superintendent's decision. The Committee's decision on appeal is final and binding and not subject to the grievance procedure under this Agreement.
 - b. To receive tuition reimbursement for courses approved as aforesaid, a teacher must successfully complete the graduate course. In graded courses he/she must pass with a grade of B (or its equivalent) or better.
 - c. Teachers, following receipt, shall promptly submit grade reports, or official transcripts for graded courses or proof of completion for non-graded courses, to the Superintendent, along with proof of payment for the courses taken.
2. Tuition reimbursement shall be in an amount equal to fifty percent (50%) of the cost of the course up to a maximum payment of the cost of a three (3) credit graduate course at the current rate charged by the University of Rhode Island excluding any fees and

financial aid from any other sources. Teachers are eligible for one (1) course-reimbursement per year.

3. All courses must be pre-approved by the Superintendent of Schools.
4. Application for tuition reimbursement for first-semester courses must be received no later than September 25th; for second-semester courses by February 1st; and for summer courses by July 10th.
5. The funds available for annual tuition reimbursement as specified in Paragraph 1.b herein shall be \$15,000.
 - a. Funds for each (fiscal) year will be separated and made available in equal amounts for each application period as specified in this document.
 - b. Funds from any unused application period will be rolled over and made available in the following application period.
 - c. Any (remaining) funds at the end of the year will be distributed equally to any teachers previously denied reimbursement.
6. Applications for approval received for each application deadline as specified in Paragraph 4 herein shall not be on a first-come, first-served basis, but rather, prioritized as follows:

Priority 1: Degree graduate courses or non-degree graduate courses taken in teaching field.

Priority 2: Certificate renewal courses not necessarily in a graduate program but previously approved by the Superintendent.

Priority 3: Those teachers who have not achieved a Bachelor's +30 or higher.

Priority 4: Any member who receives reimbursement in one (1) period in a year will subsequently, for that year, be placed in the priority lists *below* those who have not received funding for that year.

Priority 5: All else being equal, all teachers whose applications are received by the application deadline(s) shall be decided by seniority.

7. No teacher who has received notice of suspension or non-renewal shall be eligible for tuition reimbursement except for courses for which application was made and approved prior to such notice.
8. Teachers earning credit in fall or spring semesters shall be reimbursed within forty-five (45) days of submission of evidence of satisfactory completion of the course work to the Superintendent. Teachers who fail to submit satisfactory evidence as

outlined in Paragraph 1.c herein, within the forty-five (45) days indicated, forfeit the right to reimbursement.

9. Teachers earning credit in the summer shall be reimbursed within forty-five (45) days of submission of the documentation required in Paragraph 1.c herein, and only if continuing in the employ of the North Kingstown School System.

M. NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS CERTIFICATION

1. Teachers possessing National Teacher Board Certification shall receive three thousand dollars (\$3000) per year. The National Teacher Board Certification stipend shall be in addition to any advanced-degree stipend.
2. The School Committee shall assist and support the efforts of Board Certification candidates by providing five (5) paid days for professional-development leave for use exclusively related to National Board Certification. Effort should be made to use the School District's established scheduled professional development days where possible. When available, the School Department shall also provide for the use of loaned materials, such as video cameras, computers, and any other equipment that may be useful in portfolio preparation. There shall be a limit of two (2) teachers supported in this program per year.

ARTICLE XII

Sick Leave

- Language in this article to take effect July 1, 2014
- A. The purpose of the sick leave policy is to provide income protection for up to one hundred thirty days (130) days of personal illness which might interrupt pay for appointed teachers.
 1. Teachers will receive (15) fifteen days of sick leave per year. Such sick leave may be accumulated to a maximum of one hundred fifteen (115) days in addition to the fifteen (15) new days per year. Current employees will retain three-quarters (3/4) of their long term and all short term days up to one hundred (115) days as of June 30, 2014.
 2. All teachers are immediately eligible for sick leave.
 3. Salary payments for sick leave shall provide one-hundred percent (100%) of regular pay (including compensation for advanced degrees, service as department chairperson, longevity) minus any payments received under plans financed in whole or in part by the School Department.
 4. Whenever a teacher finds it necessary to be absent, the teacher shall record the absence in AESOP or other attendance system. Sick leave may not be granted unless such notification is made. Exceptions may be made for extraordinary circumstances which prevent such notification from being made.

- a. Verification of Eligibility - When an absence due to illness reaches five (5) consecutive days, the teacher shall ensure that a confidential statement from the treating physician shall be returned to the Director of Human Resources as soon as possible but in any event within five (5) days after the fifth (5th) day of absence. The physician in his/her note shall supply to the School Department the specific reason for the absence and an anticipated date of the teacher's return to work. Furthermore, the School Committee shall have the right to have the teacher examined from time to time by a physician designated by the Committee for the purpose of establishing the extent of the illness/disability and the time during which the teacher may be unable to perform his/her duties.
 - b. In the event that a teacher is going to be absent more than 20 school days the teacher must provide a confidential note from his/her treating physician which includes the specific diagnosis, course of treatment, and the time during which the teacher may be unable to perform his/her duties.
 - c. If the Superintendent approves, unused sick leave may be used for days not otherwise covered.
 - d. A teacher returning to work from sick leave may be required to furnish a medical certificate certifying that he/she may perform all duties and responsibilities of his/her position. The teacher may further be required to submit to an examination by a physician designated by the Committee.
 - e. Teachers exhausting all sick leave as provided in this Article shall be eligible for use of the Emergency Sick Leave Bank in accordance with the rules of the Bank as defined in Article XIII herein.
- B. Under this Article, in no event shall a teacher receive salary benefits for more than one hundred thirty (130) sick days in any school year.
 - C. The Association recognizes the Committee's right and obligation to make and enforce rules to ensure that there is no abuse of sick-leave benefits, and the Committee agrees to consult with the Association prior to the adoption of such rules.
 - D. The granting of sick leave shall be in compliance with the policy adopted by the School Committee regarding the Family Medical Leave Act (FMLA).
 - E. Upon retirement, teachers will be compensated for 50% of the unused sick days at the rate of \$50.00 per day.

ARTICLE XIII
Rules and Regulations of the Emergency Sick Leave Bank

- Language in this article to take effect July 1, 2014
- A. The NEANK can operate an Emergency Sick Leave Bank to provide sick leave to members who have used all of their sick time.
- B. The NEANK will inform the School Department of the names of the members and the number of days to be deducted from the members' sick time and contributed to the Sick Bank. No member may donate days that he/she would have lost because the member had maximized his/her 130 days.
- C. The NEANK will inform the School Department when a member is accessing the sick bank, how many days the member has been granted, and the member's expected date of return to work. Members who have been granted days from the sick bank will communicate every two weeks with their building principal and Human Resources about anything that might impact the length of time they will be out, or that might change their expected date of return to work.
- D. The School Department will provide salary payments for sick leave granted from the sick bank for one-hundred percent (100%) of regular pay (including compensation for advanced degrees, service as department chairperson, longevity).
- E. When requested, the School Department will supply the NEANK with attendance information about applicants to the sick bank, within 5 working days.
- F. Days contributed to the Sick Bank will not expire.
- G. The decisions of the Sick Bank are final.
- H. The Sick Bank will begin the 2014-2015 school year with 500 days in its balance.

ARTICLE XIV
Absences and Leaves

- A. The President of the Association and/or his/her designee shall be entitled to a maximum of three (3) days non-accumulative professional leave. Professional leave shall be granted to attend conferences, workshops, or any other professional meetings sponsored in whole or in part by NEA, NEARI and affiliates related to either. To obtain such leave the President and/or his/her designee must submit a written notice to the Superintendent reasonably in advance of the meeting. Compensation for such professional leave shall be on a full-pay basis and the aforesaid President and/or designee on professional leave shall not be penalized any days from his/her sick-leave program.

B. FAMILY ILLNESS AND BEREAVEMENT LEAVE

1. Absences Due to Extreme Illness in Immediate Family

In case of extreme illness in the immediate family (spouse, domestic partner, parents, parents-in-law, step-parents, grandparents, children, step-children, or other relatives who are members of the immediate household), teachers shall be allowed a maximum of five (5) days with pay, per occurrence. Such leave shall be charged to the teacher's sick leave.

2. Absences Due to Death in Immediate Family

A teacher who is absent because of the death of a member of the immediate family (spouse, domestic partner, parents, parents in law, step-parents, children, step-children, grandchildren, siblings or other relatives who are members of the immediate household) shall receive full pay for up to five (5) days for each occurrence. Furthermore, each teacher may be absent for two (2) days for each occurrence without loss of pay due to the death of his/her brother-in-law, sister-in-law, daughter-in-law, grandparents, or son-in-law and in the case of domestic partners, their immediate family equivalents. Any absence because of death in immediate family shall be recorded with the building principal and recorded in AESOP or other attendance system by the employee. Additional days under this provision shall be granted by the Superintendent under unusual circumstances and shall be charged to sick leave.

3. For death of an uncle, aunt or first cousin, teachers shall be allowed only the day of the funeral of such relative with pay. Such leave shall not be charged to the teacher's short-term leave. However, if additional days, not to exceed two (2), are required, they shall be charged to the teacher's short-term sick-leave balance.

C. PERSONAL LEAVE

1. Each teacher shall be granted two (2) days leave with pay each school year for personal matters requiring their absence during school hours. Teachers shall file for such leave at least forty-eight (48) hours before the leave. The applicant is not required to state the reason for such leave other than it is being taken under provisions of this Section except for the following instances:
 - a. Forty-eight (48) hours' notice not given;
 - b. When the leave is the day(s) prior to or day(s) after a school vacation period or holiday.
2. All requests for personal leave which require the stating of a reason as specified herein may only be taken with pay if approved by the Superintendent based on his/her evaluation of the stated reason for the request.

- D. Upon request made to the Superintendent, a teacher shall be allowed a military leave of absence for training not to exceed ten (10) school days. Such teacher shall receive either his/her teacher's salary or his/her military pay computed on a per-diem basis, whichever is greater, while on such leave. If the teacher receives his/her teacher's salary, his/her military pay for the number of school days missed shall be returned to the School Department.
- E. Upon teacher request, a teacher shall be granted up to one (1) day with full pay for the purpose of visiting other schools for professional purposes as mutually agreed upon by the teacher and a supervisor.
- F. Days with full pay may be granted to attend meetings or conferences of an educational nature upon approval of the Superintendent, who shall strive to do so in an equitable manner.
- G. Three (3) days leave with full pay may be granted for religious holidays upon approval of the Superintendent, who shall strive to do so in an equitable manner.
- H. Teachers required by law to serve jury duty shall receive the difference between jury pay and regular salary. The pay received for jury duty shall be endorsed to the School Department and a full salary check shall then be presented to the teacher.
- I. Additional leave without pay may be granted by the Superintendent. Applications for such leave shall be made as far in advance as possible and ordinarily at least forty-eight (48) hours before leave is taken.

J. MATERNITY AND PARENTAL LEAVE

1. Maternity leave may be taken for absences due to complications of pregnancy, childbirth or miscarriage and after delivery of child. Such sick leave shall be taken in accordance with Article XII. It shall be the responsibility of the teacher to submit verification from her physician as to when she should leave from and return to her teaching duties. The Committee shall further have the right to have the teacher examined from time to time by a physician designated by the School Committee.
2. Any adoptive parent or a parent whose spouse or partner has given birth may use up to five (5) of his/her paid sick days, including time taken under family illness as outlined in Section B of this article. In addition, such parents may take unpaid leave as outlined below.

The teacher (natural or adoptive parent) may take an unpaid parental leave. The teacher taking such leave may select one of the following:

- a. A six- (6-)week unpaid leave in lieu of sick leave as described herein;

- b. A leave to extend to the following September if the child is born prior to January 1st of that school year;
 - c. A leave to extend to the second September if the child is born on or after January 1st of that school year;
 - d. The provisions of the Federal and State Family and Medical Leave Law shall apply except where exceeded by this Agreement. (Reference: U.S. Department of Labor Employment Standards Administration Wage and Hour Division, W.H. Publication 1477, July, 1993)
3. The teacher must notify the Superintendent of Schools prior to January 1st following the birth of the teacher's intent to return. All teachers on parental leave shall have the option of retaining all fringe benefits, provided they reimburse the School Department for any costs involved.
4. A teacher on parental leave due to birth may return prior to September, provided a vacancy exists.

ARTICLE XV

Extended Leaves of Absence

- A. A leave of absence, without pay, of up to two (2) years shall be granted to teachers who join the Peace Corps, the Teacher Corps, or serve as exchange teachers and who are full-time participants in any of such programs and who have completed at least three (3) years of service in North Kingstown Schools. It is agreed that teachers taking leave under this Section shall be limited to not more than one percent (1%) of the teaching staff at any one time. It is further agreed that such leaves and similar long-term leaves of absence once granted shall not be repeated in less than seven (7) years and that similar requests from other eligible teachers shall have priority.
- B. All requests for extended leaves of absence shall be filed with the Superintendent in writing six (6) months in advance of the beginning of the leave and shall be confirmed by the Superintendent as soon as possible thereafter. Such requests shall contain, as a minimum, the purpose of the leave and the expected beginning and termination dates.
- C. A teacher may be granted a leave of absence without pay for up to one (1) year for the purpose of pursuing his/her studies. During this time the Committee agrees to continue payment of fringe benefits, but the teacher shall reimburse the School Department. Such teacher may be required to furnish a report to the Superintendent on his/her academic activities while on leave. If the teacher receives an advanced degree or certificate or if he/she successfully pursues any full-time special program approved in advance by the Committee, then, upon returning, he/she shall be placed on the step of the salary scale that would have been reached had the teacher not been on leave.
- D. On the recommendation of the Superintendent, the Committee may grant teachers up to one (1) full year's leave of absence without pay.

- E. Any teacher who enlists or is inducted into any branch of the armed forces of the United States shall be granted military leave. While on active duty, the teacher shall be paid the difference between his/her military salary and his/her salary as a North Kingstown teacher, including any degree increments and longevity. The teacher shall remain covered under the North Kingstown School Department health and dental plans until the military medical plan becomes effective. Upon completion of active duty, the teacher shall have ninety (90) days to return to the identical teaching position held prior to the military leave of absence. The teacher shall be permitted to utilize all sick leave to which he/she is entitled under this Agreement.
1. While on military leave the teacher's rights and benefits under the Rhode Island State Retirement System shall be governed by Rhode Island General Laws 36-5-3, entitled "Retirement or pension credit for period of military service."
- F. Any teacher taking leave under this Article shall state in writing to the Superintendent six (6) months in advance, the expected date of return to teaching, but not later than January 1st preceding the September in which the teacher expects to return. If while on leave of absence teachers engage in approved activities which would qualify them for a salary schedule increment, they shall be given proper credit upon their return.
- G. The total number of persons on leave under this Article, excluding maternity leave and military leave, shall not exceed two percent (2%) of the total certificated personnel under contract to the North Kingstown School Department, except at the discretion of the School Committee.
- H. Teachers returning from all extended leaves of absence, including sabbatical leaves, shall return to their identical position. If the position has been eliminated, the provisions of Article IX shall apply.
1. The following shall apply for those teachers returning from leaves of absence in excess of two (2) years:
 - a. The teacher is not entitled to return to his/her identical position and must participate in the job assignment process;
 - b. The teacher returns to the step on the salary scale that is one (1) step above his/her step at the commencement of the leave (i.e., a teacher leaves on step 5 and returns on step 6).
- I. **JOB SHARING:** In the event that job sharing is considered, the following guidelines shall apply:
1. Teachers who wish to job share shall notify the Superintendent by May 1st of the year preceding the year in which the applicants wish to job share. Teachers requesting a job share shall determine the position to be shared. Once approved, the job-share team may not bid on any vacancies at the Job Fair.

2. Teachers who job share shall receive prorated salary, benefits, sick days and personal days. Full deductions shall be made from each teacher's wages for those deductions required by law that cannot be shared.
3. The job-sharing arrangement worked out between two teachers must assure a continuity of instruction for students. To this end, one plan book with separate notebooks for consistency of lesson objectives shall be maintained.
4. Teachers who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.
5. Both teachers shall attend teacher Orientation Day, staff meetings, IEP meetings professional development days and all parent conferences. Attendance at other required meetings shall be shared between the two teachers whom are job sharing. It shall be their responsibility to develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.
6. Teachers who job share may cover for each other in the event of an absence. This coverage shall have no impact on pay or benefits.
7. Both teachers shall be evaluated pursuant to Article XXIV of this Agreement. They are responsible for submitting a joint proposal to the building principal and for reaching consensus with the principal regarding their teaching schedules and responsibilities. Teachers who job share may not bid for positions at the Job Fair.
8. When a job-sharing arrangement is terminated, the teacher holding the original job-sharing position (Teacher A) shall remain in the position. The other teacher (Teacher B) shall be subject to the provisions of Section H.1 herein.
9. If the job share arrangement continues beyond two (2) years, the teachers will continue to share the original position held by Teacher A. Teacher B will forfeit the position being held for him/her and must participate in the job assignment process upon the termination of the arrangement
10. These guidelines shall also apply to job sharing at the high school.
11. High school teachers wishing to job share shall cover each other's classes in the event of an absence. It is understood that any long-term coverage required by either teacher shall be provided by a substitute.

ARTICLE XVI

Sabbatical Leave

- A. Recognizing that independent research, continuing studies, as well as a variety of other activities serve to improve the teacher, his/her teaching and the school system, the Committee agrees to institute a Sabbatical Leave Policy. This leave shall be subject to the approval of the Committee, and used for scholarly programs at accredited institutions of

higher learning, for independent research, or for other endeavors that the teacher may justify and that have been approved by the Committee. This leave shall be subject to the following conditions:

1. At most, two (2) teachers may be absent on sabbatical leave at any one (1) time, and period of leave shall not exceed one (1) school year;
2. Preliminary requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent, no later than December 31st of the year preceding the school year for which the sabbatical leave is requested. Teachers shall be notified in writing of the Committee's decision no later than April 1st;
3. The teacher has completed at least seven (7) full years of service in the North Kingstown School System;
4. Teachers may request sabbatical leave for either one-half (½) or one (1) full school year, each at half salary. In addition, the Committee agrees to continue payment of its share of all fringe benefits during the period of leave;
5. The teacher shall agree to return to employment in the North Kingstown School System for twice the amount of time he/she was on leave. Upon returning from leave, the teacher shall be placed on the step of the salary scale that would have been reached if he/she had not been on leave;
6. Any teacher who does not fulfill the time requirements provided herein shall return forthwith to the Committee all money paid to him/her or expended on his/her behalf (including any expenditure for fringe benefits) during the time the teacher was on leave.

ARTICLE XVII

Insurance, Annuities and Other Fringe Benefits

To each teacher, the Committee shall provide healthcare insurance. Family coverage shall be provided as long as the member's spouse is not covered under another family contract. There shall be no change in benefits, benefit levels or co-pays as provided in the Subscriber Agreement (incorporated by reference hereto, and appended to this agreement).

For the 2013-2014 school year, employees will be provided the PPO product with a 20% premium share. Thereafter:

A. For NEANK members legally able to participate in a Health Savings Account:

High Deductible Family or Individual Plan Health Insurance with a Health Savings Account (HDP/HSA), as appropriate, with a two thousand dollar (\$2000) individual plan annual deductible and a four thousand dollar (\$4000) family plan annual deductible.

The school department agrees to front load 50% of the deductible for the 2014-2015 year and 45% for the 2015-2016 year. In the event that anyone covered under a teacher's plan has a medical issue that requires payment in excess of the amount in the teacher's HSA, the

school department will work with the teacher and the plan administrator to provide the teacher with the amount required, up to the full deductible. If that is not possible, the district will provide the teacher the full amount. The teacher will reimburse the school department through payroll deduction, or via a plan mutually agreed upon between the school department and the teacher.

This plan shall be available as of July 1, 2014 for those employees who are legally able to participate (that is legally under statute, regulation, Internal Revenue Service Code, or court order, such as a divorce). Employees who are legally unable to participate in the HDP/HSA plan shall remain enrolled in the PPO plan as indicated above.

1. The NEA/North Kingstown President and the Superintendent shall annually arrange for informational sessions for the membership regarding the High Deductible Plan.
2. New employees hired on or after November 1 shall be enrolled in the PPO plan, subject to a prorated co-share of 20% until the following July 1, at which time they shall be enrolled in the HDP/HSA.
3. Employee contributions may be made in a pre-tax lump sum payroll deduction or through pre-tax bi-weekly payroll deduction, as permitted by law and at the employee's discretion. Payroll deduction changes may be made effective for the first payroll in January and the first payroll in July.
4. The School Committee will front the full amount of the agreed upon percentage (50% in FY 15 and 45% in FY 16) of the deductibles for family and individual plans and shall deposit said amounts into the employee's HSA on July 1 of each year. Coverage under the High Deductible Plan will run from July 1 through and including June 30 of each year.
5. Employees will reimburse the Committee twenty percent of the HDP/HSA premium established by the healthcare insurer on a bi-weekly, pre-tax basis as permitted by law.
6. Once the deductible has been met, the teacher shall be provided full coverage, at no additional cost, consistent with the HDP/HSA Plan. This shall include, but is not limited to office visits, emergency room fees, prescriptions, etc.
7. Coverage for part time employees enrolled under the HDP/HSA plan shall be on a pro-rated basis, provided the employee pays the difference (e.g. .6 FTE shall pay 40% of premium).
8. In the event of separation of employment, the Committee shall withhold the amount of the last contribution pro-rated for the amount of time not worked from the employee's compensation or recover the same directly from the employee. Upon request by the employee who anticipates separation, the Committee will pro-rate its contribution.

B. For NEANK members legally unable to participate in a Health Savings Account or new employees hired after November 1, a PPO product as described below:

1. Organ Transplant Rider (OT) and twelve (12) Chiropractor visit options.
 2. \$15 primary office, \$25 specialist, \$50 urgi-visit, \$100 emergency room.
 3. Teachers shall pay a portion of the PPO healthcare insurance annual premium. Said payment shall be made by regular payroll deductions and shall be on a pre-tax basis so long as not in conflict with IRS rules and regulations. Payment shall be 20% of the annual premium
- C. Whenever the School Committee is notified of a change in the annual premium cost of the healthcare insurance plans, a copy of the notice shall be provided to the President of the Association.
- D. Teachers shall pay 20% cost share of premium for dental insurance beginning July 1, 2014. Employees may opt not to elect the dental plan. Family plan or individual plan dental coverage substantially similar to that in existence as of the 2013-2014 school year will be provided to all teachers.
- E. Copies of the agreed-upon Subscriber Agreements for the above plans are appended to this Agreement.
- F. Teachers who retire may continue the health and dental coverage after retirement at the group rate until eligibility for Medicare by reimbursing the School Department for the actual costs.
- G. Lay-offs, and retirees, will maintain healthcare coverage until August 31st, with a 20% premium co-share and no NKSD funding of the plan deductibles
- H. Any member of the bargaining unit whose employment start date is June 20, 2010, or earlier and whose spouse is covered by medical insurance from any other group may elect to drop coverage under this Agreement. The teacher shall receive \$750.00 for Individual or \$2000.00 for Family, as appropriate. This payment shall be made on the last pay period in June of the year of the waiver. Should the teacher desire coverage, the teacher shall notify the School Department and shall receive coverage on the first of the month following notice. The buyback shall be prorated.
- I. There will be a Flexible Spending Account option which utilizes the provisions of Section 125 of the IRS code available to any employee who is ineligible to participate in the HDP/HSA.
- J. SELECTION OF HEALTHCARE PROVIDER. The School Committee agrees that it will not change coverage or healthcare insurance providers before September 1, 2011. Effective September 1, 2011, and thereafter, the School Committee may seek bids from and contract for healthcare insurance subject to the limitations contained herein.
1. JOINT HEALTHCARE COMMITTEE. The parties shall establish a Joint Healthcare Committee. The Committee shall be comprised of two (2) members designated by the School Department and two (2) members designated by the Association President.

Prior to any change in healthcare insurance providers, and on an as-needed basis thereafter, this Committee shall meet in order to:

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

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

2. LIMITATIONS

- a. In the event that the School Committee elects to change the healthcare provider, it shall reimburse those individuals whose Primary Care Physician does not participate in the network of the selected healthcare provider for any out-of-network costs incurred for services provided in the Subscriber Agreement.
- b. For purposes of this Article, the term Primary Care Physicians shall include the following categories:
 1. Internal Medicine
 2. Family Practice
 3. General Practice
 4. Pediatrics
 5. Obstetrics & Gynecology/Primary Care
- c. In addition, the School Department shall reimburse those individuals for out-of-network costs incurred for treatment provided by a specialist for which ongoing treatment had been initiated prior to September 1, 2013.
- d. For the purposes of this Article, a member or person obtaining healthcare benefits must have an established relationship with a Primary Care Physician on or before September 1, 2013 to qualify for reimbursement.

3. LIMITATION ON CONTINUATION OF TREATMENT

In the event the School Committee changes healthcare providers, any member or eligible dependent, who, at the time of such change, is participating in or undergoing mental health or chemical dependency treatments, or counseling, or therapy related to mental health or chemical dependency, and who as a result of the change in providers would be required to change treatment providers, counselors, or therapists or would incur additional expenses in connection with treatment, counseling, or therapy, shall be permitted to continue with said treatment providers, counselors, or therapists and any additional costs incurred in connection therewith shall be reimbursed by the School

Department, provided said cost reimbursements shall cease upon fulfillment of benefits levels for treatment, counseling or therapy related to current service requirements as provided in the Subscriber Agreement under which treatment, counseling or therapy commenced.

4. LIMITATION ON SELF-INSURING OPTION

- a. In the event that the School Committee elects to self-insure, the School Committee will continue to meet all limitations and minimum thresholds provided herein.
- b. The premium upon which the teacher co-share is determined during any year in which the School Committee self-insures shall be the lower of the "Working Rate" or the "Premium Rate" quoted for the Prospective Premium Payment Option, by the Healthcare Provider.

5. CHANGE IN HEALTHCARE COVERAGES WHERE LIMITATIONS HEREIN ARE NOT MET

- a. The School Committee agrees it shall not contract for healthcare insurance for members covered by this Agreement which does not meet the limitations herein without the approval of the Association.
- b. However, nothing herein shall limit the School Committee's ability to solicit proposals from any healthcare provider which may or may not meet one or more of the limitations herein and submit said proposals to the Joint Healthcare Committee for review.

6. DISPUTES AS TO BENEFITS, CO-PAYMENTS, TERMS, DEFINITIONS AND EQUALITY OF HEALTHCARE INSURANCE COVERAGE

- a. If the healthcare insurance provider initiates or attempts to initiate a change in the benefits provided under the existing healthcare insurance plan during the term of this Agreement, the Superintendent shall notify the Association President. The Superintendent and President shall meet to discuss and attempt to resolve the matter. In the event the parties are unable to agree upon a resolution, the matter shall be submitted to the grievance process.
- b. In the event that a dispute arises between the parties relative to whether benefits, benefits levels and co-pays offered are equivalent to those provided in the previous year, it is agreed that all such disputes shall be resolved in accord with terms and conditions contained in the Subscriber Agreement in place during the year preceding the coverage dispute. Either party has sixty (60) calendar days from receipt of the annual Subscriber Agreement to file a notice of dispute relative to alleged changes in the healthcare plans coverage requirements. In the event the Parties are unable to agree upon a resolution, the parties agree to submit the matter to a mutually agreeable resolution process.
- c. In the event that the parties cannot come to a mutually agreeable resolution process, the matter shall be reduced to writing and submitted to arbitration pursuant to Article

XXV of this Agreement no sooner than ten (10) days after providing notice to the other parties.

- K. LIFE INSURANCE: Each member of the bargaining unit may elect to purchase fifty thousand dollars (\$50,000) or fifty-five thousand dollars (\$55,000) Group Term Life Insurance at the School Department rate. Retirees may continue to purchase life insurance at the yearly school department rate.
- L. RETIREMENT: Upon retirement after fifteen (15) years of service in the North Kingstown School Department, a teacher shall receive fifteen (15) days pay at the per-diem rate provided said teacher notifies the Superintendent of the intention to retire before April 1st of the school year in which she/he plans to retire.
- M. RESIGNATION: Under ordinary circumstances, thirty (30) calendar days' notice shall be given by a teacher upon leaving the employ of the North Kingstown School Department. Failure to do so shall result in the loss of a day's pay for each day less than the thirty (30) that said notice is given, the total amount not to exceed the amount due in the teacher's final paycheck. The teacher shall retain the right to grieve the imposition of this penalty. The absence of the grievant shall not be sufficient cause to deny the grievance.
- N. Teachers employed less than full time (1.0 FTE) shall be entitled to fringe benefits on a prorated basis, provided they pay the difference.
- O. A dependent-care payroll-deduction benefit program shall utilize the provisions of Section 125 of the IRS code.

ARTICLE XVIII

Protection

A. ASSAULT AND/OR BATTERY

1. Whenever a teacher is absent from work as a result of personal injury caused by assault and/or battery sustained by the teacher arising out of and in the course of his/her employment and without fault on the part of the teacher, that teacher shall be paid full salary, less Workers' Compensation payments, less any benefit payment from Workers' Compensation, Social Security, or other reimbursement programs which are paid for by the School Department from the date of the injury, and no part of such absence shall be charged to the teacher's annual sick leave, provided further, that all payments shall cease upon the retirement of the teacher.
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 shall be disabled from performing his/her duties and the recommendation of the physician shall be binding on both parties.
3. In no event shall the teacher receive more than full salary, other than medical or hospital expenses that may be incurred in excess of the amount of Blue Cross/Physicians Service and Major Medical coverage, for the period of such absence. Any insurance paid by the

School Department or Workers' Compensation benefits received by the teacher shall be deducted from any salary received under the provisions of this Article.

B. WORK-RELATED INJURY

1. All teachers shall be covered by Workers' Compensation in accordance with the General Laws of the State of Rhode Island and shall receive that portion of salary required under the statute for the duration of the work-related injury. The teacher may, at his/her discretion, elect to use either short- or long-term sick leave to remain on full salary for not more than one hundred eighty (180) consecutive school days exclusive of vacation periods from the date upon which the injury occurred.
2. The Committee shall have the right to require medical examinations by a physician designated by the Committee to determine the time allowed for absence as a result of the alleged injury, and the recommendation of the physician shall be binding on both parties.
3. In no event shall the teacher receive more than his/her full salary, other than medical or hospital expenses that may be incurred in excess of the amount of Blue Cross/Physicians Service and Major Medical coverage for the period of such absence. Any insurance or Workers' Compensation benefits received by the teacher shall be deducted from any salary received under this Article.

C. PROPERTY DAMAGES

1. The Committee shall reimburse teachers, but in no event in an amount to exceed three hundred dollars (\$300), for any clothing or other personal property (except automobiles) not covered by insurance, damaged or destroyed in the course of regular teaching duties, without fault on the part of the teacher, when such damage or destruction is a value of ten dollars (\$10) or more. Any claim for compensation under this Article shall be accompanied by proof of loss. The teacher shall be personally responsible for any of the teacher's non-instructional personal property left on or within school property.
- D. If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to defend him/her in such proceedings. If the Committee does not provide such counsel and the teacher prevails in the proceedings, then the Committee shall reimburse the teacher for reasonable counsel fees incurred by the teacher in defending the proceedings.

ARTICLE XIX

Disruptive Students

- A. When a child is disruptive to the learning situation, the teacher is entitled to appropriate action for the welfare of the students. Steps leading to this action shall be initiated by the teacher's immediate supervisor upon receipt of a written complaint from the teacher. Such

action shall be determined by a consultation between the immediate supervisor and the teacher.

- B. The frequently disruptive student shall be removed from the classroom at the discretion of the classroom teacher and shall be admitted after a behavior plan has been developed. In the event such student is readmitted to the classroom and there is a re-occurrence of the disruptive behavior, such student shall again be removed from the classroom and shall not be readmitted until both teacher and principal agree upon the avenues of approaching and dealing with the problem. If no agreement is reached the issue will be referred to the Superintendent and/or a designee.
- C. Recognizing that in the school population there are children with special needs who require special services to be able to acquire the education for which they are due, the Committee agrees to provide professional supplemental services for these children.

ARTICLE XX

Teacher Facilities

- A. Insofar as reasonably practicable and as soon as feasible, each school shall be provided with the following:
 - 1. Storage area in each classroom in which teachers may safely keep instructional materials and supplies;
 - 2. An adequate number of faculty rest rooms;
 - 3. Teachers' workrooms containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 4. An appropriately furnished dining area for faculty members;
 - 5. Telephones, with access to outside lines, shall be provided in the teachers' workroom of each school within the district;
 - 6. Teachers shall be granted access to school buildings at reasonable times outside of their normal school day;
 - 7. A photocopy machine shall be available in each school for the use by teachers in preparing instructional materials. Access codes may be used to track reasonable use.

ARTICLE XXI

Textbooks and Supplies

- A. In order to promote and encourage effective teaching, efforts shall be made to provide sufficient quantities of teaching materials, visual aids, etc., to provide for optimum learning in groups that shall vary in numbers according to the lesson being taught. Continuing

efforts shall be made by the Committee and the Association to provide for optimum learning in all schools and programs.

- B. The Committee shall supply an adequate number of approved textbooks for classroom use or independent study. Determination of this adequacy shall be the responsibility of teachers and building principals. This determination shall be forwarded through the Superintendent to the School Committee.
- C. The Committee agrees to continue present practice when making any changes in basic reference texts.
- D. Recommendations of the Curriculum Committee(s), regarding textbooks or workbooks, shall be forwarded to the Administration for review. Recommendations of the Curriculum Committee(s) and the Administration shall be forwarded to the School Committee for its action.
- E. Curriculum Committees shall ensure that the textbooks recommended shall assist in implementing a coordinated and developmental curriculum.
- F. The School Department shall provide teaching equipment and supplies in order to maintain and improve the present level of instruction. Supplies which are provided by the School Department shall be distributed to teachers in a timely fashion with a minimum of inconvenience. Expendable and disposable supplies shall be replenished when depleted whenever possible within the constraints of budgetary allowances. If the supplies cannot be replaced, then the teachers shall complete those parts of the curriculum that can be taught without using those supplies.

ARTICLE XXII

Professional Development

- A. PROFESSIONAL DEVELOPMENT. The parties agree to the following:
 - 1. A Professional Development Committee (PDC), led by the Assistant Superintendent for Teaching and Learning, will be comprised of curriculum coordinators, teacher volunteers and administrators.
 - 2. The PDC shall advise the Assistant Superintendent for Teaching and Learning on the planning, scheduling, content and evaluation process for professional development days with a focus on carrying out the Professional Development Goals of the North Kingstown District Strategic Plan.
 - 3. Members of the PDC shall solicit staff input to be utilized in their decision-making process.
 - 4. Additional, individual professional-development opportunities shall continue to be available and encouraged as part of the teacher's overall, continued professional development.

- a. Approval of all district and school-sponsored professional-development experiences is the responsibility of the Superintendent and his/her designee.
 - b. Teachers will receive agendas for all professional development meetings at least two (2) days in advance.
- B. The Committee and the Association recognize the ongoing need for staff professional development. Teacher participation in this professional development shall be voluntary outside of the students' school day. Both parties pledge their support of this endeavor and the Committee further agrees to support it financially. The Association agrees to encourage its members to volunteer for such work.

Article XXIII
Mentoring for New Teachers

- A. Provided there are a sufficient number of mentors, the Administration shall assign full year mentors for all first year teachers. Mentors will also be provided for teachers on an improvement plan as needed per details of the plan (may be pro-rated dependent on the duration of service). Other teachers from the categories listed below may request mentors, but the decision to grant a mentor will be at the discretion of the superintendent or designee.
- 1. second-year teachers who were unable to be assigned a mentor in their first year
 - 2. non-tenured teachers
 - 3. teachers changing grade level
 - 4. teachers changing content areas
- B. Efforts shall be made to have a minimum of one mentor per mentee and to match areas of certification.
- C. Mentors shall be trained prior to participating in the program.
- D. Mentors and mentees shall participate in mid-year and end-of-year meetings to discuss strategies, program effectiveness and progress, as well as to review the overall program and make recommendations for improvement.
- E. Mentors shall receive one thousand dollars (\$1000) per mentee.
- F. Mentors are assigned by the Assistant Superintendent for Teaching and Learning, subject to approval by the Mentoring Committee.

ARTICLE XXIV
Teacher Evaluations

- A. The Rhode Island Model Teacher Evaluation and Support System (RIMTESS) will be the model used to evaluate teachers in the North Kingstown School Department. All observations and monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by administrative or supervisory personnel held responsible by the Committee for such periodic evaluations. All state and local decisions regarding the RIMTESS will be clearly detailed and widely disseminated.
- B. The Employee Performance Improvement Plan shall be consistent with the RIMTESS. A Performance Improvement Plan provides extensive support for teachers who are not meeting expectations. The implementation of such a plan is a responsibility laid upon the principal and/or supervisory staff by the Committee and the Superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand. Teachers shall respond in a positive manner to the Performance Improvement Plan. The committee agrees to fully fund any training or materials specified in a performance improvement plan.
1. A Performance Improvement Plan may be utilized at any time during the school year but under normal circumstances, teachers on track to receive a final effectiveness rating of ineffective or developing must be placed on a performance improvement plan by the mid-year conference. The primary evaluator and teacher shall meet to discuss areas of performance to be addressed by the plan. The primary evaluator and teacher will mutually develop the improvement plan. An NEANK Representative will be included in the Performance Improvement Team.
 2. All teachers on Performance Improvement Plans will complete self-assessments.
- C. Before any changes are made in the North Kingstown implementation of the RIMTESS evaluation instrument, the Association shall be consulted and shall assist in any revisions of the present system or in the preparation of a new instrument. The Committee and the Association agree that any changes in the evaluation instrument shall be mutually agreeable, unless mandated by the RI Dept. of Education.

D. EVALUATORS

1. The teacher's primary and any potential complementary evaluator(s) will be determined and disseminated within the first ten (10) days of school. The complementary evaluator may be included at any time in the evaluation process.
2. Teachers may request a different evaluator at the beginning of the school year. Teachers may also request the complementary evaluator at any point during the school year. Requests will be made to the Superintendent through the Building Principal and must include the reason(s) for such request. The denial of said request by the Superintendent shall not be arbitrary or capricious.

3. No teacher will be observed for evaluation purposes except by a District-approved evaluator who has successfully completed the RIMTESS evaluation training.

E. FLEXIBILITY FACTORS

Prior to the beginning of the school year, an MOA will be created to determine flexibility factors including, but not limited to, timelines, self-assessments, observations, conferences, goals, professional practice & foundations, and evaluation components.

F. APPEALS

A teacher should first attempt to resolve the disputed matter with the evaluator within ten (10) school days of receipt of the related evaluation document. If the teacher is not satisfied with the resolution, then an appeal can be submitted to the Assistant Superintendent. All such attempts shall be documented in writing and submitted to the Assistant Superintendent. The teacher, an NEANK representative, and the Assistant Superintendent shall meet in an attempt to resolve the dispute. If there is a divided opinion or the teacher is not satisfied with the result of the appeal, he/she may file a grievance on the matter.

G. COMPLAINT PROCEDURE

No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any complaints regarding a teacher made to the Administration by anyone shall be handled discreetly. Only after careful investigation by the principal, supervisor and/or department chairperson, and a sifting out of what may be frivolous and gratuitous in order to determine if there is justification for a complaint, should the teacher be made aware of such a complaint. No disciplinary action may be taken by Administration upon a teacher based solely on information obtained through an anonymous complaint.

H. TEACHER FILES

1. Upon request and with twenty-four (24) hours' notice, teachers shall be given access to their personnel files which are maintained both at the central Administration and school building levels, excluding references and information regarding their initial employment in the North Kingstown School Department.
2. Teachers may have any person(s) of their choosing present when they inspect their files. No material derogatory to the teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in the file. A teacher shall have the right to respond in writing to any material filed, and such response shall be attached to the file material.
3. File copies shall not be removed from the school or the office of the School Administration Human Resources Department. Teachers shall be permitted to reproduce at their own expense, material in their own files other than that excluded in Section E.1 herein.

4. A representative of the School Administration shall be present at any inspection of a teacher's file.

ARTICLE XXV
Grievance Procedure

- A. The purpose of the following Grievance Procedure shall be to secure at the lowest jurisdictional level (the level at which the person hearing the grievance has the authority to resolve the grievance) equitable solutions to the issues which may arise from time to time with respect to grievances which shall mean a complaint by a teacher that:
 1. He/she alleges that he/she has been treated unfairly or inequitably;
 4. He/she alleges that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of established policy and practice;
 5. He/she alleges that his/her health, safety or liability is jeopardized by a condition that is possible for the Administration to correct.
- B. Grievances shall be presented in writing and shall be signed by the teacher and/or the representative presenting the grievance. The Committee and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Grievances shall be handled in the following manner:

LEVEL ONE

- C. A teacher with a grievance and/or his/her representative shall present such grievance in writing to the teacher's building principal within ten (10) workdays from the date of the act constituting the grievance. The building principal shall meet within five (5) workdays with the aggrieved teacher and/or the representative of the teacher and others deemed necessary to determine the circumstances of the particular complaint. The written disposition of the principal shall be returned to the teacher or his/her representative within five (5) workdays of the presentation.

LEVEL TWO

- D. In the event a satisfactory settlement is not reached as provided for in Level One, a teacher and/or his/her representative shall, within five (5) additional workdays, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or the representative within five (5) workdays from the date of receipt of the grievance. The Superintendent's written disposition shall be returned to the teacher or the representative within five (5) workdays after the date of the hearing.

LEVEL THREE

- E. The grievance shall be settled in accordance with the written disposition rendered in Level Two unless the teacher and/or his/her representative shall, within five (5) additional workdays, present the grievance to the Committee. The Committee shall hear the grievance within ten (10) workdays after receipt of the grievance and render a decision within seven (7) workdays after hearing the grievance.

LEVEL FOUR

- F. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) workdays after the Committee has heard the grievance, the Chair of the PR&R Committee may, within ten (10) days thereafter, notify the Committee that the grievance shall be submitted to arbitration. This notification shall be made by certified mail, postage prepaid, to the Committee setting forth the issue or issues to be arbitrated. Within ten (10) days after the Committee has been notified, the Committee and the aggrieved person or the representative duly authorized in writing, shall select a person who shall serve as the sole arbitrator. If within said ten (10) days the parties fail to agree upon the selection of the arbitrator, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with the Voluntary Labor Arbitration Rules of said Association then in effect. The award or decision of the impartial arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to or to subtract from or to modify any terms of the agreement, nor shall he/she have the authority to hear more than one (1) grievance, dispute or disagreement at any one (1) arbitration proceeding. If the grievance has not been submitted to arbitration within thirty (30) days after the arbitration notification has been demanded, the grievance shall be considered closed.
- G. Grievances which are not presented within ten (10) workdays from the date of the act constituting the grievance or which are not appealed within any of the above-mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. The salary schedule shall not be subject to grievance procedure or arbitration. A grievance shall advance to the next level if no decision is rendered within the prescribed time limits.
- H. One-half (½) of the expenses of any such arbitration, which expenses shall include only the expenses of the arbitrator, shall be paid by the Association and one-half (½) by the Committee.

I. GENERAL PROVISIONS AS TO GRIEVANCES

- 1. No reprisals of any kind shall be taken by the Committee or by any members of the Administration against any party in interest, any school representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.

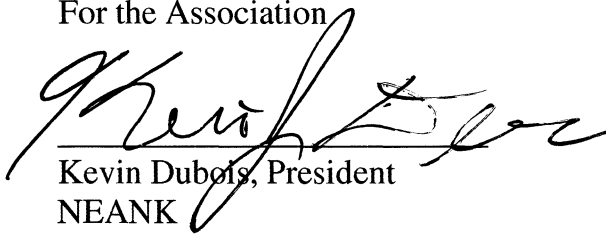
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, including those that may be presently in the personnel file.
3. By mutual consent of both parties, time requirements may be changed.
4. If a grievance affects a group of teachers, a group grievance can be filed at the appropriate jurisdictional level.

ARTICLE XXVI
Duration

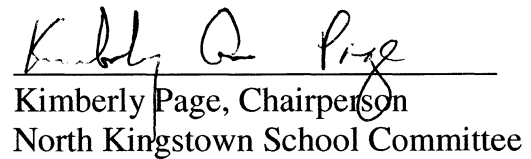
The provisions of this Agreement shall be effective as of September 1, 2013 and shall remain in full force and effect until June 30, 2016.

IN WITNESS WHEREOF, the parties have hereunto set their signatures:

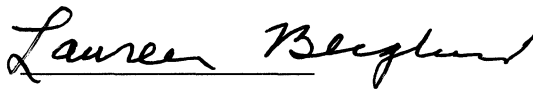
For the Association

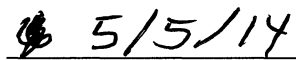

Kevin Dubois, President
NEANK

For the School Committee


Kimberly Page, Chairperson
North Kingstown School Committee

Witness





Date

Appendix A
Teachers' Compensation and Work Year

Teachers' Work Year			
Type of Day	Elementary	Middle	High School
Student Days	180	180	180
Staff Development	4	4	4
Parent-Teacher Conferences/Staff Development	6 hours (outside of school day)	6 hours (outside of school day)	0
Senior Project/E-Portfolio Judging	0	0	6 hours (outside of school day)
TOTALS	184 days + 6 hours (outside of school day)	184 days + 6 hours (outside of school day)	184 days + 6 hours (outside of school day)

Placement of elementary students into the next year's classrooms shall be completed during school hours during May or June utilizing substitute teachers in each school.

Teacher Compensation: Teacher compensation is the sum of the amounts in the Teachers' Salary Schedule, Longevity and Payment for Advanced Degree Increments where applicable.

Teachers' Salary Scale			
Step	2013-2014 beg. on 14 th pay	2014-2015 beg. on 14 th pay	2015-2016
1	40980	41799	42426
2	43355	44222	44886
3	46371	47299	48008
4	48966	49945	50694
5	52195	53239	54037
6	55647	56760	57611
7	58882	60060	60961
8	62120	63362	64313
9	65358	66665	67665
10	74416	75904	77043

A teacher is eligible for longevity after he/she has completed the specified (i.e. 15th, 20th, 25th, 30th, 35th) school year of teaching in North Kingstown. A teacher's first year of teaching will count toward longevity if he/she begins teaching by Nov. 1. Beginning with the 2013-2014 school year, if a teacher takes a full year's leave of absence, it will not count toward longevity. Payment will be divided among the 26 pay periods and begin with the first paycheck at the start of the school year immediately following.

Longevity	2013-2016
15	1320
20	1602
25	1893
30	4706
35*	5305

*Available only to those eligible to receive increment by 10/1/2010.

Payment for Advanced Degree Increments	
Degree	2013-2016
Bachelor's + 15*	1349
Bachelor's + 30	2015
Master's	3349
Master's + 15	3844
Master's + 30	4344
CAGS (in field)	4675
Doctorate	5352

*Available only to those eligible to receive increment by 10/1/2010.

1. Teachers who work more than the basic work year will receive extra compensation.

Appendix B

Stipends for Curriculum Coordinators, Coaches and Department Chairpersons

Curriculum and Assessment Coordinators' Stipends	
Level and Area of Instruction	
(6-8)	Davisville Middle School ELA, Math, Science, Social Studies, Special Education
(6-8)	Wickford Middle School ELA, Math, Science, Social Studies, Special Education
(6-12)	Reading
(K-5)	Reading, Writing, Math, Science, Special Education
(K-8)	PE/ Health, Art, Music
(K-12)	Library, Nurse, ESL

2013-2016
2040

1. Selection:

- A. Positions will be posted every two years.
- B. Applicants must be full-time staff members teaching the discipline of coordination at the assigned level.
- C. If applicants with these qualifications do not apply or are not chosen, Administration may then open the position to others.

2. Duties:

- A. Report to the Assistant Superintendent for Teaching and Learning, the assigned level principal(s) and the Director of Pupil Personnel (Special Education and Nurses).
- B. Provide leadership in areas of curriculum development.
- C. Facilitate content-area common assessments.
- D. Advise and assist the Administration with content-area professional development.

Department Chairperson Stipends		
Size	Area of Instruction	2013-2016
Large	English, Math, Social Studies, Science, Foreign Language, Special Education, Guidance, Careers (Technology, Business, Family & Consumer Science, School to Career, and Industrial Technology)	3494
Medium	PE/Health, Fine Arts	2357

1. Selection:

- A. Positions will be posted every two years.
- B. Only teachers with appropriate certification and five (5) years teaching experience (at least one (1) in the North Kingstown School System) may apply for department chairperson positions. Others will be considered if no one with the above qualifications applies or if no one with the above qualifications is chosen by the selection committee.
- C. The selection of department chairpersons is the responsibility of Administration. The selection committee will be made up of the Superintendent, the High School Principal, and the Assistant Superintendent for Teaching and Learning. The Director of Pupil Personnel will be included in this group when considering the Special Education department chairperson. A current department chairperson from another department, chosen by the Principal, will be included on this committee.

2. Evaluations:

- A. The department chairperson will complete one announced observation of each department member before the end of January.
 - 1. Department chairpersons will be trained in the Rhode Island Model Teacher Evaluation and Support System and these observations will be aligned to the criteria of RIMTESS.
- B. The department chairperson will submit written observation notes to the teacher and the administrator in charge of the evaluation within five (5) days of the observation and will meet with the administrator to review all aspects of the teachers' job performance related to curriculum, instruction and assessment (see Evaluations, Section D herein). These notes may be stored in a temporary file until the yearly evaluation and any appeals are completed, but will not be included in personnel files that are maintained both at the central Administration and school building levels.
- C. No observation comments submitted by a department chair will be included in the EPSS system. However, these observation comments may be used to conference with the teacher and in evaluation appeals.

- D. The notes submitted by department chairpersons for the purpose of evaluation will include those based on observations of at least twenty minutes, or of whole class periods if requested by the teacher (see Evaluations, Section A herein) as well as formal and informal observation of all aspects of the teachers' job performance related to curriculum, instruction and assessment. These aspects include the teachers' classroom instruction, collaboration with other school staff, communication with parents, and adherence to the established North Kingstown curriculum and federal and state guidelines such as IDEA and 504 (where applicable under the evaluation instrument).

3. Duties:

- A. All efforts will be made to conduct department chairperson business during non-teaching periods.
- B. Department chairpersons will serve as teacher leaders of their department and will assist the principal in the leadership of departmental faculty concerning all aspects of the departmental goals relating to curriculum, instruction and assessment.
- C. Department chairpersons will assist the principal in providing leadership in areas of curriculum, instruction and assessment (see Evaluations, Section D herein and current job description).
- D. Department chairpersons will facilitate department needs concerning textbooks, supplies and budget requests.
- E. If schedule permits, department chairpersons will attend parent meetings if requested by the classroom teacher. Department chairpersons will not attend meetings without the classroom teacher present.
- F. The department chairperson may conduct observations for the purpose of mentoring a teacher.

4. Release Time:

- A. Department chairpersons of medium departments will be assigned one (1) additional unassigned period.
- B. Department chairpersons of large departments will be assigned two (2) additional unassigned periods.

Coaches' Stipends

A. INTERSCHOLASTIC COACHES

Members of NEANK shall be guaranteed an interview for all newly opened vacant interscholastic coaching positions. Only vacant positions need to be reposted.

Each of the following sports will be paid at the tiered rate listed if the sport runs in any given year.

High School

- Head Coach (1st and 2nd year coaches will make 85% of the listed salary).
- Assistant Coaches: Assistant coach will make 70% of the head coach salary.

2013-2016		
Tier	Stipend	Sports
One	\$5,000	Football
Two	\$4,350	Boys Basketball, Girls Basketball
Three	\$3,750	Wrestling, Baseball, Boys Lacrosse, Boys Indoor Track, Boys Soccer, Boys Track, Boys Volleyball, Field Hockey, Girls Indoor Track, Girls Lacrosse, Girls Soccer, Girls Softball, Girls Track, Girls Volleyball, Ice Hockey, Boys Cross Country, Girls Cross Country
Four	\$3,000	Girls Tennis, Boys and Girls Swimming, Boys Tennis, Golf, Sailing, Gymnastics
	\$1,500 per season	Cheerleading
	\$18.00 hourly stipend not to exceed \$1800 per season	Weight Lifting Supervisor

Middle Schools

2013-2016	
Head Coaches	\$2,500
Asst. Coaches (Cross Country)	70% of head coaches salary

B. INTRAMURAL COACHES

Intramural Activities High School and Middle Schools	
	2013-2016
Director	1199
Individual Activities	477

Appendix C

Other Extracurricular Activities

[Such as but not limited to “Cheerleaders” Advisor (Fall and Spring), Club Advisor, Future Farmers of America Assistant, Student Council Advisor]

1. There are four tiers for middle school and high school club Advisor stipends. Determination of which clubs will run is made by Administration. Decisions regarding assignment of tiers will be made in collaboration with NEANK representatives.

Description of Tiers:

Tier	Description	Stipend
Tier I	Academic with intensive competition	\$1500
Tier II	Academic less-intensive competition / non-academic intensive	\$1000
Tier III	Non-academic less-intensive / academic – no competition	\$750
Tier IV	Non-academic / recreational	\$500

2. Music Department Stipends: For classes that happen during the school day, but require supervision of students outside of the school day.

Elementary Music	2013-2016
Elementary Schools \$125 per concert with a maximum of two (2) per school, split between music teachers (per school)	1530
Music Position	2013-2016

Music Position	2013-2016
Middle School Chorus (per school)	1020
Middle School Band (per school)	1020
Middle School Orchestra (per school)	1020
High School Band	2550
High School Orchestra	1020
High School Choir	1530

In addition:

Established Extra-Curricular Music Ensemble Stipends	
Music Group	2013-2016
Elementary Musical (per school)	306
Middle School Musical (per school)	510
Middle School Jazz (per school)	1326
Middle School Percussion (per school)	714
Middle School Morning Chorus (per school)	1020
High School Percussion Ensemble	1276
High School Music Department Musical	4080
High School Junior Jazz	1582
High School Senior Jazz	1888

New Extra-Curricular Music Department Ensemble Stipends (These would have to be approved in the budget process.)	
Level	2013-2016
Elementary: 1 day a week	306
Middle School: 1 day a week	714
Middle School: each additional day	306
High School: 1 day a week	1276
High School: each additional day	306

Appendix D

Advisors

1. Yearbook Advisors	
	2013-2016
High School Yearbook Taught in Conjunction With Course Taught	2035
High School Yearbook not Taught as Course	3391
Middle School Yearbook	1800

2. Class Advisors	
	2013-2016
Freshman	1356
Sophomore	1627
Junior	2172
Senior	2714

3. Newspaper Advisors	
	2013-2016
a. Middle School Newspaper:	
In Conjunction with Course Taught	597
Not Taught as a Course	1192
b. High School Newspaper:	
In Conjunction with Course Taught	787
Not Taught as a Course	1384

Appendix E

Senior Project Coordinators

Project Coordinator Stipends
2013-2016
1477

1. The stipends provided herein above are based on service for the full school year. Teachers shall be paid on a prorated basis for any less time.
2. Establishment and payment for all the above activities (Appendices B through E) are subject to annual approval by the School Committee.

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Grievance Checklist:

If you believe your contract has been violated, help your Union Representatives protect your rights by using this checklist.

- What is the violation?
- When did it first occur?
- Is it a one-time problem or is it a continuing problem?
- Is the problem occurring with others? If so, whom?

- Were you disciplined? If so, how? When, Where?
- Were you accused of breaking a rule or a policy?
- Have you been made aware of the rule or policy?

- Are there witnesses to this event? Who are they?
- Are there documents (letters, memos, class rosters, pay stubs, job postings) relevant to this matter that would assist the Union Representative in the grievance process?

- Was management made aware of the problem?
- Did they correct the problem?
- Did they respond? If so, how?

Important notes: -

“Grievance machinery under a collective bargaining agreement is at the very heart of the system of industrial self-government.”

Justice William O. Douglas (1898-1980), longest serving justice on the U.S. Supreme Court (1939 – 1975) 1960.

Dear NEANK Member,

This is YOUR CONTRACT. It is the result of a long process of give and take and it defines your working conditions and outlines your rights.

It is important that you know your rights. Read your contract. Understand its provisions. If you have any question about the meaning of a provision, ask your **UNION REPRESENTATIVE**.

Your rights - outlined in this contract - survive only to the extent that YOU ensure their enforcement. Protect your rights.

NEANK Leadership