

**CONTRACT**

**BETWEEN**

**THE NORTH SMITHFIELD SCHOOL  
COMMITTEE**

**AND**

**THE NORTH SMITHFIELD TEACHERS'  
ASSOCIATION**

**SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2015**

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## PREAMBLE

The School Committee of the Town of North Smithfield and the North Smithfield Teachers' Association recognize that they have a mutual responsibility beyond their collective bargaining relationship.

The School Committee and the North Smithfield Teachers' Association declare their desire to work together to attain the common goals of educational excellence.

The School Committee and the North Smithfield Teachers' Association will strive to achieve a formulation of general objectives and of long-term educational aims and programs of mutual concern.

It is hoped that this joint endeavor will result in a significant advancement of public education in the Town of North Smithfield.

**WHEREAS**, the Committee and the Association believe in the importance of schools as an agency for the preservation and extension of our democracy; and

**WHEREAS**, the parties to this Agreement are mutually committed to the necessity of educational opportunity for each and every pupil of the North Smithfield Public School System with no exclusion from any program on the basis of race, religion, creed, social and economic status; and

**WHEREAS**, it is the mutual responsibility of all members of the North Smithfield Public School System to insure that good order and discipline are maintained throughout the system and that the classroom teacher is fully supported in all reasonable measures taken by him to maintain and effectuate good order and discipline in the classroom; and

**WHEREAS**, it is imperative that there be understanding and cooperation between the teachers in the classroom and the Committee which is responsible for the operation of the school system; and

**WHEREAS**, the parties of this Agreement believe that the best interests of public education will be served by established procedures for bargaining with teacher representatives on matters of common concern and for providing orderly channels for appeals should any differences not be resolved; and

**WHEREAS**, the laws of the State of Rhode Island authorize collective bargaining for public employees and authorize public employees to enter into collective bargaining agreements with the representatives of their employers; and

**WHEREAS**, the parties desire to incorporate their agreements and certain other matters into a formal contract, and believe that such action is in the best interests of community, children, school system and teachers; and

This Agreement in accordance with the School Teachers' Arbitration Act is made and entered into as of the first day of September, A.D. 2012 by and between the SCHOOL COMMITTEE OF THE TOWN OF NORTH SMITHFIELD, RHODE ISLAND, hereinafter called the "Committee" and the NORTH SMITHFIELD TEACHERS' ASSOCIATION, hereinafter called the "Association."

## WITNESSETH

In consideration of the mutual promises and undertakings herein contained, the parties agree to and with each other as follows:

### ARTICLE I ASSOCIATION RECOGNITION

- A. The Committee recognizes the Association as the exclusive bargaining representative for all certified personnel, hereinafter referred to as teacher(s) in this document, engaged in teaching duties below the position of Assistant Principal.
- B. The Committee and the Association agree that any Contract with any person, firm, or corporation—whereby such person, firm, or corporation will provide any instructional service—is a matter relating to terms of professional employment of teachers within the system. The Association shall have the right to negotiate with the Committee concerning entry into such Contract and the terms and conditions thereof prior to entry into the Contract by the Committee.

### ARTICLE II FAIR PRACTICES

- A. The Association agrees to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status and to represent all teachers equally.
- B. The Committee agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status, or membership or participation in, or association with the activities of, any teacher organization.

### ARTICLE III NEGOTIATION PROCEEDINGS

- A. By December 15th prior to the expiration of this Agreement, the Committee agrees to begin negotiations with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement on all matters concerning teachers' wages, hours and other terms and conditions of professional employment. Any Agreement so negotiated will apply to all teachers and will be reduced to writing and signed by the Committee and the Association.
- B. By December 7th prior to the expiration of this Agreement, the Association and the Committee agree to meet to negotiate the ground rules to be observed in the negotiating sessions which follow.
- C. If the negotiations described in Section A of this Article shall have reached an impasse as defined in Title 28, Chapter 9.3 Rhode Island General Laws, 1956, as amended, then the procedure described in the Chapter shall be followed.
- D. The Committee agrees not to negotiate with any teachers or teachers' organization other than that designated as the exclusive representative pursuant to the School Teachers' Arbitration Act. The Committee

further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in wages, hours, or any other terms and conditions of professional employment during the terms of this Agreement so long as the Association remains the certified bargaining agent of the North Smithfield teachers.

#### **ARTICLE IV**

#### **ASSOCIATION RIGHTS**

- A. The Association shall be permitted to use school buildings without cost at reasonable times for meetings. Request for use of buildings will be made to the Principal of the building in advance. It is understood that meetings will not take place within fifteen (15) minutes before or fifteen (15) minutes after the school day on days during which schools are in session. When buildings are to be used for Association business after 5:00 P.M., the Association shall pay the actual cost of heat, light, custodial service and other costs, if any, in excess of normal cost for operation of the building after 5:00 P.M.
- B. The Association shall have the right to place Association related notices, circulars and other material on faculty bulletin boards and in teachers' mailboxes at any time without prior knowledge or consent of the Administration. It is expressly understood that no member of the Administration shall assume responsibility for the posting or distributing of material for the Association or any other teacher organization. The Association shall provide copies of such material to the respective Building Principal.
- C. The Office of the Superintendent shall make deductions from salary checks for dues of the North Smithfield Teachers' Association, National Education Association Rhode Island, and the National Education Association for all teachers authorizing such deductions. Prior to October 1st of any contractual year, each teacher shall individually indicate on a form to be agreed upon by the Association and the Board, whether or not he authorizes such deduction. The form with the employee's signature of authorization shall become part of the official records in the Office of the Superintendent, and such authorization shall continue in effect until the teacher notifies the Board, on or before August 15th of any subsequent year, that the teacher wishes dues deduction to be discontinued. In ensuing years, new teachers will be provided with the above form and will return said form by October 1st.

Every member of the Bargaining Unit shall become a member of the Association or be subject to a service fee paid to the Association as a condition of employment. Said service fee will be set by the Association but will not exceed the amount paid by Association members for representation and will be payable under the same terms included in this Article or by lump sum payment to the Association, in accordance with the Association's timetable for dues collection.

- D. The Committee agrees that any rule or policy changes covered by this Agreement pertaining to hours, salary and other terms and conditions of professional employment will be negotiated with the Association and mutually agreed upon by the Committee and the Association prior to the implementation of said rule or policy change.
- E. The Superintendent shall meet and confer with the Association President when preparing the school calendar for the ensuing year and when altering the school calendar for the present year. Mutual agreement shall not be necessary.
- F. The Superintendent shall notify the Association President, in writing, of the name, address and phone number and assignment of all newly hired teachers, within one week of the School Committee's appointment.

- G.
1. A Steering Committee will be established by mid-September of the first year of the contract with representation on the part of administration as well as teachers chosen by the Association. Subcommittees will be established as needed.
  2. The Steering Committee will establish and coordinate recommendations regarding curriculum to the Superintendent. It will also act as the resource group for the people working on curriculum.
  3. Such work will be done on a voluntary basis. The Steering Committee's curriculum recommendations will be submitted to the Superintendent for his/her consideration.

## **ARTICLE V**

### **WORK SCHEDULE**

- A.
1. The length of the school year shall be one hundred eighty (180) instructional days for students. Each year there shall be one (1) day for orientation immediately prior to the first instructional day of school.
  2. There will be four (4) professional development days planned and scheduled by the district. However a teacher may submit an alternate professional development plan/proposal in lieu of attending a professional development day. Said plan/proposal shall be submitted to the superintendent or his/her designee within a reasonably practical time frame prior to the day it is replacing. The Superintendent or designee may approve or reject the plan.
  3. A professional development day shall not exceed six (6) hours. Said hours shall be scheduled before the last instructional day and not during vacation periods. The hours shall be devoted to professional development activities and shall be a non-teaching, non-student time.

- B. The length of the teaching day shall be seven (7) consecutive hours.

The parties acknowledge that the starting times at the elementary level will not differ by more than fifteen (15) minutes to accommodate student arrival.

- C. Teachers shall not be required either to report earlier than fifteen (15) minutes before the start of the students' school day or to remain any later. In case of emergency or unforeseen situations, and if no teacher volunteers, the principal or his designee may require a teacher or teachers to report not more than thirty (30) minutes before or to remain not more than thirty (30) minutes after school in lieu of the aforementioned fifteen (15) minute period. Teachers may also be required to attend meetings authorized by paragraph D, Article V. The school day may be adjusted for librarians, music teachers, guidance teachers, nurse, art teachers and physical education teachers. However, the total day for such personnel shall not exceed the specified time.

- D. Teachers may be required to attend the following meetings:
1. Eleven (11) hours of meetings per year called by the Superintendent or by the Building Principal. These meetings shall begin no later than fifteen (15) minutes after the students' dismissal. Meetings may be less than 1 hour but shall last no longer than (1.5) consecutive hours and one (1) meeting shall last no longer than two (2) hours. Teachers taking academic course work shall be excused from attendance at the meetings called under this paragraph if attendance at the meetings will interfere with attendance at such course. In this situation, it is the responsibility of the teacher to ensure they obtain, understand, and follow through on all presented information. Except in emergencies, one (1) week's notice of

meeting date and duration will be given. Scheduled meeting time is counted as actual meeting time – cannot bank unused minutes.

2. One (1) day each month for meetings called by department heads. These meetings shall begin no later than fifteen (15) minutes following the students' dismissal and shall last no longer than one (1) consecutive hour.
3. One (1) evening meeting each year which shall begin not earlier than 5:30 P.M. and end at a reasonable time.

Teachers shall be required to attend two (2) evening meetings each year for parent conferences, without remuneration, to be scheduled by the principals and approved by the Superintendent or his designee. The meetings shall begin no earlier than 5:00 P.M. and last no longer than three (3) hours.

4. Personnel in their first year of teaching and personnel in their first year of service in the school district may be required to attend up to four (4) additional orientation sessions and participate in monthly mentoring sessions.
  5. Attendance at any other meetings or functions beyond the regular school day shall be at the option of the individual teacher.
- E. It is expected that teachers shall give thirty (30) calendar days notice of resignation, but the Superintendent may accept notice with less than thirty (30) calendar days notice at his/her discretion. Teachers are encouraged to follow acknowledged professional courtesy and give as much advanced notice of any impending intent to resign.
- F. All teachers as professionals dedicate themselves to the complete development of their students. To this end, all teachers shall provide appropriate assistance to their students. This assistance will be given by the teacher before and/or after the school day.
- G. Guidance Counselors shall work up to four (4) days during the summer vacation period for grading and scheduling purposes for which they shall receive compensatory time.

## **ARTICLE VI**

### **TEACHER LOAD**

- A. Within the scheduling cycle/rotation, all secondary teachers shall be assigned to:
1. No more than five (5) classes of instruction in a teaching day;
  2. A maximum of five (5) supervisory periods in a teaching cycle {e.g., A 7-day cycle shall have no more than five (5) supervisory periods; a rotation of seven (7) periods shall have no more than 1 supervisory}
  3. A daily preparation period to be at least an average [amount of time] of the typical instructional period.
  4. <sup>(1)</sup> Within the daily schedule there will be one block of time during which teachers will be assigned any one of the following:
    1. advisory responsibilities; or,
    2. common planning time; or ,
    3. \*student academic assistance; or,
    4. Other duties.
- <sup>(1)</sup> This block will not be considered a daily preparation period.



\* Student academic assistance does not require advanced preparation and is based upon student needs at that time.

The administration and NSTA representatives agree to meet before May of 2010 to review and assess the implementation of the above.

With respect to common planning time, The High School and Middle School certified employees will continue in their current common planning activities and schedule. The parties will explore instituting common planning activities during a common "prep time" period provided such common prep time does not increase the teachers work day in the elementary schools.

The Union agrees that they will accept such common planning if the District can schedule common prep time into the elementary schools' schedules. Such common prep period may commence the beginning of the 13-14 school year.

On the secondary level, the guidance counselors and the librarian will have no formal classroom duties on a regularly scheduled weekly basis.

In the event that there are not enough teachers to cover the needs of the department, teachers may volunteer to teach an additional class. No more than one (1) teacher per department shall be allowed to volunteer for said additional teaching duty; and if more than one (1) teacher volunteers, the most senior teacher shall be permitted to teach the additional classes. This voluntary duty will occur during the teacher's preparation time and not in place of supervisory time. Compensation for said additional hours shall be at one-sixth (1/6) pay.

As a result of the provisions of this paragraph, no presently employed teacher shall lose professional advantage in any manner, nor shall it be construed that preparation time is not necessary to relieve teacher workload.

- B. All elementary teachers shall receive preparation time equal to an average<sup>1</sup> of forty-five (45) minutes per day computed on a bi-weekly basis. Preparation time shall be scheduled each day in blocks of not less than thirty (30) consecutive minutes per day. This preparation is exclusive of lunch and exclusive of before and after school time.
- C. Except in the case of an emergency or other unforeseen situations, all school teachers shall have a duty-free lunch period of the same length as their students' lunch period. In the case of elementary school, lunch period shall be no less than thirty (30) minutes except that in cases of inclement weather lunch period shall be twenty-five (25) minutes.
- D. Before and after school time as well as supervisory and advisory time shall not be considered as preparation time.
- E. Teachers may be permitted to leave the building during unassigned lunch periods and assigned preparation periods with the consent of the Principal, which consent shall not be unreasonably withheld.
- F. No teacher of English, Math, Science, Social Studies, on the secondary level shall have more than three (3) preparations and no more than (2) subject areas.

- G. No student academic assistance assignment at the secondary level shall exceed twenty eight (28) students per teacher.
- H. All teachers, except as otherwise provided in this Agreement, shall receive extra duty assignments, if required, such as study hall, advisory coverage and other supervisory duties. No teacher who is compensated monetarily for an extra-curricular assignment shall be additionally compensated with unassigned time.
- I. The administration will make every reasonable effort to secure substitute teachers. In those instances when no substitute teacher is available, bargaining unit members may be asked to cover an absent colleague's class for pay in lieu of their regularly scheduled preparation period. A list of volunteers will be developed by the building principal in each school. Volunteers will be assigned first on a rotating basis. When no volunteer is available, the building principal may assign a member of the bargaining unit to cover such classes. Teachers who are involuntarily assigned to cover during their preparation periods will also be assigned on a rotating basis. The rate of pay for such coverage shall be one-fifth (1/5) of per diem substitute pay.

**ARTICLE VII**  
**TEACHER LOAD - SPECIAL**

- A. It shall be the policy of the Committee to provide special subject area teachers (e.g., music, art, physical education and library, in accordance with State Library requirements) on a one hundred eighty (180) day schedule so as to insure an effective elementary school program.<sup>2</sup>
- B. The Committee and the Association agree that special attention, supportive help and guidance in classroom techniques shall be made available to all teachers by the administration.

**ARTICLE VIII**  
**CLASS SIZE**

- A. Class Size
  - 1. Pre-School – Shall not have an enrollment exceeding fifteen (15) pupils, eight (8) peer models and up to seven (7) children with special needs each session.
  - 2. Kindergarten - shall not exceed twenty-five (25) pupils per class. However, up to fifty percent (50%) of the kindergarten classes may exceed the limit of twenty-five (25) pupils by one (1) additional pupil per class.
  - 3. Grades 1-3 - shall not exceed twenty-six (26) pupils per class.
  - 4. Grades 4-6- shall not exceed twenty-eight (28) pupils per class.
  - 5. Secondary class size:
    - A. Teachers assigned five (5) teaching classes/day shall have a daily student load of no more than one hundred thirty five (135) pupils per day, with no one teaching class size in excess of twenty-eight (28) pupils.

- B. Teachers assigned four (4) teaching classes/day shall have a daily student load of no more than one hundred eight (108) students per day, with no one teaching class size in excess of twenty-eight (28) pupils.
  - C. Teachers assigned three (3) teaching classes/day shall have a daily student load of no more than eighty-one (81) students per day, with no one teaching class size in excess of twenty-eight (28) pupils.
  - D. Teachers assigned two (2) teaching classes/day shall have a daily student load of no more than fifty-four (54) students per day, with no one teaching class size in excess of twenty-eight (28) pupils.
6. No split grade classes shall be scheduled by the Committee in order to comply with the aforementioned maximum class sizes.
  7. Any students newly registered in the North Smithfield School Department after October 1<sup>st</sup> of each new school year shall not constitute a violation of the class size limits stated herein. However, no such student shall be placed in a class already at the maximum class size if there is another class at the same level in the same building not at the class size limit. Any such newly registered students shall be assigned equitably among classes at the maximum class sizes at the affected grade level.
  8. A class larger or smaller than those specified by the above provisions may be arranged in order to provide for specialized or experimental instruction.
  9. The principal and department Chair shall collaboratively determine the number of students that can safely work in a class with specified work stations such as shops, computer labs, etc.
- C. No high school teacher shall have a class size which shall differ from the average class size within his department by more than three (3) students.
  - D. No middle school teacher shall have a class size which shall differ from the average class size within his department by more than three (3) students.
  - E. No elementary school teacher shall have a class size which shall differ from the average class in same school on the same grade level by more than three (3) students.
  - F. The provisions of the three (3) preceding paragraphs shall be subject to where possible, class size should not differ by more than five (5) students; however, this shall be subject to exception where dictates of curriculum or student needs preclude such scheduling or to provide for specialized or experimental instruction.

**ARTICLE IX**  
**TEACHER-PUPIL-PARENT RELATIONSHIPS**

- A.
  1. The parties agree to adhere to and enforce the Rhode Island Board of Regents for Elementary and Secondary Education Regulations Governing the Education of Children with Disabilities (December 2000), or as amended.
  2. Frequently disruptive students shall be removed from the classroom at the discretion of the classroom teacher and shall not be readmitted until the Principal has met with the teacher and the parent of the child.

- B. Issuance of any communication relating to school performance between parent and teacher will be at the discretion of either party.
- C. The Principal in consultation with department heads and the guidance director will determine criteria for student admissions to elective courses.
- D. The Committee and the Association agree that the adjustment of behavioral problems is the joint responsibility of teachers, administrators and parents.
- E. Pursuant to the discipline code, teachers shall have immediate recourse to the administration which shall give the teacher effective and consistent support.
- F. Teachers shall meet with parents who request conferences to discuss educational matters affecting a child. Such meetings shall be scheduled by the teacher at a time which does not interfere with normal teaching, preparation, or supervisory duties.
- G. Course grades, promotion and non-promotion of pupils will be the responsibility of the teacher concerned. Appropriate administrators may make such changes in the teacher's decision by so initialing the change.
- H. No pupil shall be transferred from one (1) class into another class without consultation with both the teacher from whose class the student shall be transferred and the teacher into whose class the student shall be transferred.

## **ARTICLE X**

### **TEACHER FACILITIES**

- A. Each school shall have space in which teachers may safely store instructional materials and supplies.
- B. Each school shall have a lounge for use by school personnel. A telephone shall be available for use by the personnel in each school.
- C. Each school shall have an adequately equipped work room.
- D. As much as possible, regular teachers will do all teaching in the same room. As much as possible each science teacher shall have his own room which shall be vacant during his lab preparation period.
- E. Each school shall provide private parent-teacher conference rooms.
- F. To support staff productivity and to optimize quality of documents provided to students, the committee will continuously strive to have reliable and accessible equipment and supplies in each school for use in production and reproduction of education related documents (i.e. – computers and copiers). In no greater than three-year intervals said equipment shall be evaluated for efficiency, productivity and cost effectiveness by representatives of the administration, the association and the committee.

**ARTICLE XI**  
**TEXTBOOKS AND SUPPLIES**

- A. The Committee agrees to provide sufficient required textbooks to insure that each pupil has textbooks for his own use.
- B. Teachers shall participate in the selection of all textbooks which pertain to their instructional activities.
- C. The Committee agrees to provide sufficient teaching equipment and supplies for each school in the system within its ability to do so in accordance with budgetary limitations.

**ARTICLE XII**  
**TEACHER PROCEDURAL SAFEGUARDS**

- A. Discipline/Complaints
  1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Whether just cause exists in any case shall be subject to the Grievance Procedure set forth in this Contract.
  2. No teacher shall be subject to any disciplinary proceeding or adverse evaluation caused by a lack of necessary teaching personnel, supplies and equipment unless such personnel, supplies or equipment shall have been available to said teacher prior to the accrual of any complaint upon which such disciplinary action or adverse evaluation was based.
  3. No intercommunication system shall be used for the supervision and evaluation of teachers.
  4. In the event that any parent wishes to file a complaint against a teacher, such complaint shall be in writing on a form supplied by the Principal and shall be subject to examination by the teacher in accordance with the principles of Article XIII of this Agreement.
  5. Any complaints regarding a teacher made to the administration by any parent, student or other person will be promptly called to the teacher's attention. The identity of any and all complaints shall be made known to the teacher immediately when action is to be taken on said complaint.

- B. Personnel Files

The following principles shall apply to the keeping of teacher personnel files:

1. No material concerning a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed, but does not necessarily indicate agreement with its content.
2. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.

3. The teacher, upon request and during regular office hours, that is from 8:00 A.M. to 4:00 P.M., Monday through Friday, shall be permitted to examine his file. This inspection shall be in the presence of the Superintendent or his designee.
4. The teacher shall be permitted to reproduce the material in his file.
5. Reference from outside sources secured with regard to initial employment, and for advancement, shall not be subject to examination and reproduction.

C. Personnel Protection

1. No absence from school as a result of personal injuries sustained by a teacher which arises out of and in the course of his employment, connected therewith and referable thereto, shall be charged to the said teacher's sick leave.
2. Notwithstanding the provisions of Article XIV, paragraph A, the Committee shall compensate a teacher for:
  1. Clothing or other personal property damaged or destroyed in an occurrence arising out of and in the course of his employment, connected therewith and referable thereto, provided, however, that there shall be no recovery hereunder if the teacher's own negligence shall have caused, or concurred in the cause of such damage.

No teacher shall be eligible for compensation under this section unless the following steps are taken:

2. The teacher must within a reasonable time notify the administration of the occurrence causing the damage or destruction.
3. The teacher must submit proof of damage or loss.
4. The teacher must receive approval of the administration prior to repairing or replacing the damaged material (more than one [1] quote may be required).
5. Teachers will immediately report all cases of assault in connection with their employment to the Principal and the Superintendent of Schools in writing as soon as practicable after the incident.

- D. When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.
- E. Teachers shall receive prompt notification in writing of a pupil in their classes who has serious physical and/or emotional problems within the knowledge of the administration unless prohibited by State or Federal law.
- F. Such written notification shall be given to the teacher no later than two (2) weeks after the student is assigned to the teacher's class.
- G. No teacher will be disciplined for using reasonable physical restraint to protect himself, another teacher, and/or a student from possible injury in accordance with the Committee's Physical Restraint Policy.

H. Health and Safety

1. The North Smithfield School Department recognizes the need to maintain a healthy and safe work place. The North Smithfield School Department shall make a reasonable effort to inform all affected employees covered by this Agreement of any identified hazard.
2. The North Smithfield School Department shall provide all necessary health and safety training as required by law.

**ARTICLE XIII**  
**VACANCIES, NEW POSITIONS, AND PROMOTIONS**

A. VACANCIES

Vacancies such as, but not limited to promotional positions, administrative and supervisory positions, excluding Superintendent, shall be filled pursuant to the following procedure.

1. Such vacancies shall be adequately publicized via notice posted in each building. During the summer, vacancies will be listed on the North Smithfield School District website, and phone call-in notice procedure.
2. Such notices shall be posted as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted and in no event less than two (2) weeks before such date. In instances where successful applications create successive vacancies, seven (7) calendar days shall be applicable.
3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his authorized agent within the time limit specified in the notice.
4. Such vacancies shall be filled by the applicant the Superintendent judges to be the best qualified person for the post.
5. More specific procedures for filling promotional vacancies are contained in the attached Memorandum of Understanding entitled "INTERIM AGREEMENT REGARDING HIRING / VACANCY PROCESS INTERNAL CANDIDATES PENDING AGREEMENT ON A SUCCESSOR CONTRACT" which terms are incorporated herein by reference. Notwithstanding the same, the procedure shall not apply to individuals who are non-tenured or hired as a long term or short term substitute.

B. Promotional positions are defined as: Positions with salaries in excess of the basic teacher schedule.

C. All openings for summer school, night school, or federal or state projects, shall be adequately publicized by the Superintendent and shall be posted in each school building as early as possible, and under normal circumstances not later than ten (10) days prior to the start of such school sessions. Teachers in the North Smithfield School System will be given preference in the filling of the above positions.

D. Nothing herein shall be construed to impair the Committee's right to operate or abolish any position subject to its jurisdiction.

- E. A copy of all postings pursuant to A above shall be forwarded to the Association President.

**ARTICLE XIV**  
**TEACHER TRANSFER-VOLUNTARY**

- A. Teachers may apply for a transfer to a specified or unspecified location or assignment at any time during the school year.
- B. Teachers desiring a transfer shall submit a written request to the Superintendent, stating the specific assignment or nature of the assignment and school or schools preferred, if any. Such requests shall be acknowledged in writing.
- C. Procedures for filling non-promotional vacancies are contained in the attached Memorandum of Understanding entitled "INTERIM AGREEMENT REGARDING HIRING / VACANCY PROCESS INTERNAL CANDIDATES PENDING AGREEMENT ON A SUCCESSOR CONTRACT" which terms are incorporated herein by reference. Notwithstanding the same, the procedure shall not apply to individuals who are non-tenured or hired as a long term or short term substitute.
- D. Each transfer applicant shall be notified of the status within a reasonable amount of time.
- E. All the provisions of this Article shall apply to changes in grade level, to interdepartmental changes and/or to intradepartmental changes.

**ARTICLE XV**  
**TEACHER TRANSFER - INVOLUNTARY**

Although the Committee and the Association recognize that frequent transfer of teachers is disruptive of the educational process, they also recognize that some involuntary transfers of teachers from one school to another are unavoidable and that, in making assignments in the North Smithfield School System, the interests and aspirations of teachers must be considered. Therefore, they agree to the following:

- A. Subject to the terms of the Basic Educational Plan, other applicable law and the terms of the attached INTERIM AGREEMENT REGARDING HIRING / VACANCY PROCESS INTERNAL CANDIDATES PENDING AGREEMENT ON A SUCCESSOR CONTRACT, all vacancies shall be filled by voluntary transfers whenever possible. Notwithstanding the same, the procedure shall not apply to individuals who are non-tenured or hired as a long term or short term substitute.
- B. No teacher shall be transferred involuntarily without good cause.
- C. No involuntary transfer shall take place after October 1 of any school year.
- D. When involuntary transfers are necessary, a teacher shall not be assigned to a position outside his area of certification.



- E. Notice in writing of proposed involuntary transfers shall be given as soon as possible to the teachers involved immediately upon knowledge of such transfers.
- F. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher shall be notified "in writing" of the reasons for the transfer..

**ARTICLE XVI**  
**UNIFORM CREDIT UNION DEDUCTIONS**

- A. Uniform deductions for the Greater Woonsocket Municipal Federal Credit Union shall be made from the paychecks of those teachers indicating a desire for such deductions.
- B. Teachers desiring changes in deduction amounts must give a minimum of fourteen (14) days notice to the Office of the Superintendent.

**ARTICLE XVII**  
**LEAVE POLICY**

- A. Sick Leave  
Sick Leave shall be granted for personal illness, subject to the following limitations:
  - 1. Sick leave is intended to be used in instances wherein the teacher is unable to perform his/her usual duties as a direct result of illness.
  - 2. Sick leave may not be used to extend a vacation or holiday period.
  - 3. Every effort should be made to schedule normal or routine medical/dental, etc., appointments outside the school day.
  - 4. Sick leave shall be at a rate of one and one-half (1 1/2) days per month to a total of fifteen (15) days per school year. These days shall accumulate to a total of one hundred thirty (130) days, provided, however, that such one hundred thirty (130) days will remain unused until the current year's sick leave has been exhausted.
  - 5. These days shall be advanced in September.
  - 6. In the event a teacher who has a long-term serious illness has used up all the accumulated sick leave, and exhausted sick bank leave, he shall be entitled to borrow on his future sick leave up to a maximum of twenty (20) days. If a teacher who has borrowed sick leave decides to leave the North Smithfield School System, he shall repay all sums advanced under this Article.
  - 7. If subject to quarantine, there shall be no loss of salary nor shall time be deducted from sick leave.
  - 8. Sick leave shall be granted upon official notification that the teacher is ill. (Leave will be granted in minimum increments of one-half [1/2] day).

9. When the Superintendent questions the legitimacy of an illness, he may request the teacher to be examined by a mutually acceptable physician. Such examination shall be at the expense of the Board. A teacher may be required to provide a doctor's note when he/she is absent for four (4) consecutive sick days.

10. Sick Leave Bank

The SICK LEAVE BANK is a mutual concern of the North Smithfield School Committee and the NSTA and shall be maintained to relieve the financial burdens of extended illness for members who have exhausted their accumulated and annual sick leave days. Except as noted in this article, the administration of the Sick Leave Bank shall be a function of the Sick Bank Committee.

- a. Each teacher may voluntarily contribute within ten (10) school days of the opening of school, two (2) days sick leave per year to the Sick Leave Bank. Only teachers who contribute to the Sick Leave Bank are eligible to apply for benefits. The Sick Bank Committee may grant an exception to those persons who begin work after the September enrollment period. Such personnel must request membership within ten (10) days of their employment.
- b. Said Bank may be charged for sick leave required, in case of major illness or accident, beyond the accumulated sick leave held by the involved teacher applicant and such charge shall commence only after the teacher-applicant's individually accumulated sick leave has been exhausted.
- c. This Major Illness Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members, two (2) members of the North Smithfield Teachers' Association and one (1) member from the North Smithfield School Committee or their designee designated in writing by said Committee.

Said Sick Leave Bank Committee shall determine individual eligibility for the use of said bank and the amount of leave to be granted. Decisions of the Sick Bank Committee shall be final and binding and not subject to the grievance procedure.

- d. Said Sick Leave Bank Committee, in administering said Major Illness Bank, may use such data and criteria as it may deem to be necessary to enable it to make its decision on an application for additional sick leave benefits, under this provision, including, but not limited to:
  1. Adequate medical evidence of major illness or accident submitted by the applicant;
  2. Prior utilization of all eligible sick leave by the applicant;
  3. Physical examination of the applicant by a physician of his/her own choice, at the expense of the applicant;
  4. The number of available days in the Bank and other applications for grants therefrom.

All applications for participation and benefits must be made on a form approved by the Sick Bank Committee.

- e. In the event that a teacher receives sick leave from said Bank which extends to the end of a school year, such teacher must reapply (pursuant to #4 above) to the Sick Leave Bank Committee for the ensuing school year in order to be considered for benefits.
- f. Any teacher who withdraws from the Sick Leave Bank will not be permitted to withdraw his/her contributed days.

- g. Any unused days remaining in the Sick Leave Bank on June 30th of any school year shall be carried over to the successive school year, but the total number of days in the Bank for the successive school year shall not exceed twice the number of participants in the Sick Leave Bank.
- h. In the event the Bank goes below fifty (50) days, the Sick Leave Bank Committee may solicit teachers for the contribution of one (1) additional sick day.
- i. In no event shall the charge to said Bank on account of any illness of any one (1) applicant exceed one hundred eighty (180) days.
- j. Teachers employed between the opening of school and December 1st of that school year shall be eligible to participate in the Sick Leave Bank. Teachers employed after December 1st of any school year shall not be eligible to participate in the Sick Leave Bank that school year.

B. Temporary Leaves of Absence

1. Teachers shall be entitled to the following temporary leaves of absence with pay each school year:
  - a. Leave, not to exceed two (2) days in any one (1) year, shall be granted for personal business upon notification to the building principal, and must be taken in one (1) day increments. Such leave may be used for personal business which cannot be conveniently transacted on non-working time. Personal leave shall not be used for recreational purposes, or on the days immediately preceding or following a school holiday or vacation period, except in an emergency situation. Teachers who take such leave will fill out the appropriate form and return it to the principal at least ten (10) school days prior to the taking of such leave, or in case of emergency, immediately upon return to school following such leave.
  - b. Teachers shall be allowed one (1) or more days for the purpose of visiting other schools, subject to the approval of the Superintendent.
  - c. Days to attend meetings or conferences of any educational nature may be granted by the Superintendent, subject to availability of substitute teachers. Upon designation by the Committee the teacher will receive reimbursement for expenses.
  - d. Teachers shall be allowed three (3) days leave for religious holidays.
  - e. Teachers serving on jury duty shall receive the difference between their regular salary and jury duty pay.
  - f. Teachers serving required annual armed services commitments will be paid as provided in paragraph B.1.e.
  - g. Each teacher shall be granted three (3) days paternity leave to be deducted from either personal leave or sick leave.
  - h. Association President Leave
    1. The President of the North Smithfield Teachers' Association or his designee shall be entitled to up to three (3) days leave with pay to attend Association related activities, such as, conferences,

workshops, seminars, etc. The Association shall reimburse the Committee for the cost of a Substitute teacher, if hired.

2. The President or his designee must submit a written notice to the Superintendent at least ten (10) school days in advance, setting forth the activity to be attended.
3. Such leave shall not be denied except for good cause.

i. Family Illness

Teachers shall be permitted to utilize a maximum of three (3) days per year for family illness. As of September 1, 2014 and thereafter teachers shall be permitted to utilize a maximum of Seven (7) days per year for family illness. These days shall be deducted from the teacher's sick leave.

2. Teachers shall be entitled to the following temporary leaves of absence with pay in the event of death in the family:
  - a. In the event of the death of a father, mother, step-father, step-mother, sister, brother, half-sister, half-brother, husband, wife, child, grandchild, step-child, mother-in-law, father-in-law, five (5) consecutive work days shall be allowed, commencing the day of the death or immediately thereafter with Superintendent approval, with no loss of pay for any one or more of said five (5) days the employee would be working but for the death. Exceptions may be requested and approved by the Superintendent. Additional days may be granted at the discretion of the Superintendent.
  - b. In the event of the death of an aunt, uncle, cousin, niece, nephew, grandmother, grandfather, brother/sister-in-law, one (1) work day shall be allowed for attendance at the funeral with no loss of pay for the day the employee would be working but for the death. Exceptions may be requested and approved by the Superintendent. Additional days may be granted at the discretion of the Superintendent.
  - c. Employees shall be entitled to a grant of one (1) day's leave for attendance at the funeral of a fellow employee when asked to participate on a delegation appointed by the Superintendent.
3. Additional leave may be granted by the Superintendent. Determination of whether such leave shall be with or without pay shall be at the discretion of the Superintendent.

4. Maternity Leave

a. Maternity Leave With Pay

Maternity Leave shall be the period of time during the pregnancy in which the teacher is physically disabled by reason of the pregnancy, miscarriage, or legal abortion from performing her duties as a teacher and extending after the termination of pregnancy, miscarriage, or legal abortion for the period of time immediately following said termination that the teacher is physically disabled from performing her duties as a teacher. The teacher must notify the School Committee in writing of her pregnancy and inform the School Committee in said notification of the estimated date at which her disability will prevent her from performing her teaching duties. The teacher must also notify the School Committee after the termination of the pregnancy of the estimated date at which she will be able to return to her teaching duties.

While absent on maternity leave, the teacher shall be entitled to utilize her accumulated sick leave. However, it is understood that under normal conditions, the approximate duration of such leave is twenty (20) school days PRE and twenty (20) school days POST of termination of pregnancy, or any combination thereof. If the maternity leave extends beyond the number of sick leave days accumulated by the teacher, then the remainder of the maternity leave shall be without pay. The teacher must return from maternity leave as soon as she is physically able to perform her duties as a teacher as verified by her attending physician. Such verification shall be submitted within twenty (20) school days following the termination of the pregnancy.

In the event the School Committee questions the legitimacy of said verification, the School Committee may request the teacher to be examined by one (1) of three (3) physicians named by the Committee. Such examination shall be at the expense of the Committee. If the results of such examination contradict the verification of the teacher's attending physician, the School Committee may again request the teacher to be examined by one (1) of three (3) additional physicians named by the Committee. Such examination shall be at the expense of the Board.

The majority findings of the physicians regarding the teacher's physical ableness to perform her duties shall prevail.

Employment practices and policies including commencement and duration of leave, the availability of leave extensions, accrual of seniority, all health and temporary disability insurance, and all other benefits and privileges shall be applied equally to employees on leave due to pregnancy, miscarriage, legal abortion and childbirth; and upon return shall be restored to the position they held at the time such leave commenced.

b. Parental Leave

A teacher may elect to take a leave of absence without pay for child rearing purposes. Such leave must be requested at least thirty (30) days in advance of the requested starting date for leave, and shall be for a minimum period of the remainder of the current school year, or a maximum period of the remainder of the current school year, plus one (1) additional year.

A teacher on such leave shall be entitled to reinstatement upon return, provided the Superintendent is notified by June 1st of the teacher's intent to return for the next school year.

All accumulated sick leave and all other leave benefits shall be restored to the teacher upon return to duty, and the teacher's placement on the salary schedule shall be the step to which the teacher would have been entitled based upon length of time worked prior to the starting date of the leave.

No sick leave or other leave may be granted while a teacher is on leave without pay.

All employees on parental leave shall be informed that they have the option of retaining their comprehensive medical coverage. Employees electing such option shall reimburse the School Department for the cost of such medical coverage at the current group rate applicable to all other employees.

5. Military leave will be granted to any teacher who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence up to a maximum of two (2) years, except in time of war and/or national emergency.

6. Each teacher shall be granted leave without pay for one (1) year, subject to renewal for not more than one (1) year, the purposes of conducting National, State and/or Local Association activities. Not more than one (1) teacher shall be granted such leave in any one (1) year. Any teacher intending to take Association leave, or any teacher presently on Association leave intending to return to teaching duties in the next subsequent school year, shall notify the Office of the Superintendent prior to May 1st of the current school year of such intention.

C. Sabbatical Leave

1. Desiring to reward professional performance and encourage independent research and achievement, the Committee hereby initiates this policy of sabbatical leave for teachers for study and/or research to be granted upon recommendation by the Superintendent for approved programs whether or not carried on in an academic institution subject to the following conditions:
2. Sabbatical leaves shall be granted to teachers by the North Smithfield School Department for one (1) full school year at one-half (1/2) pay. To qualify for such leave, teachers must have taught in the North Smithfield System at least seven (7) years. A sabbatical leave may be granted at the discretion of the Superintendent.
3. No more than three (3) teachers may be absent for sabbatical leave at any one time. The course of study planned for the year must be acceptable to the Superintendent, and the plan, together with the application, must be submitted to the Superintendent on or before May 1st preceding the September when the sabbatical leave will be effective. Within fifteen (15) days having received the application, the Superintendent shall present his recommendations to the Committee; within twenty (20) days, the Superintendent shall notify the teacher of the acceptance or rejection. During the sabbatical leave, the teacher will receive one-half of the salary he would have received for teaching in North Smithfield. Such pay shall be paid in twenty-six (26) installments starting in September and coinciding with the regular pay period of certified personnel.
4. In the application submitted to the Superintendent, the applicant shall agree, as a condition precedent to the granting of his request, to teach at least one (1) year following his return from sabbatical leave in the North Smithfield School System. In lieu thereof, the teacher shall repay all sums advanced under this Article to the North Smithfield School Department.
5. A teacher on sabbatical leave may continue the health insurance coverage afforded under this Collective Bargaining Agreement by paying one-half (1/2) the premiums for said coverage to the School Committee.

D. General Leave

Tenured teachers requesting a may request unpaid leave for one (1) year through the Superintendent to the School Committee. The School Committee may grant said leave, however, said leave shall be conditioned upon the following.

1. Leave shall be without pay;
2. Leave shall be without benefits;
3. The teacher shall not advance on the salary scales during the leave period.

E. Leave Return

Tenured teachers requesting a leave of absence for an entire school year (e.g. August to June) may return to the position which they vacated at the time of their approved request. This is contingent upon the vacated position still being in existence and not eliminated due to budget appropriations, enrollment numbers, etc. If the position does not exist, the teacher must elect a position at the Annual Job Fair. A teacher returning from a leave in excess of one year **must** attend the Annual Job Fair to secure a position.

**ARTICLE XVIII**  
**INSURANCE**

- A. The North Smithfield School Department shall provide family or individual health insurance coverage, as applicable, for all certified personnel, subject to the following provisions listed below.

The School Committee shall provide each employee covered by this agreement the health insurance package(s) described in the attached Summary of Benefits within Appendix B (500/1000 plan). However, employees shall be responsible for the upfront deductible charges as would normally be charged in their previous 250/500 plan. The District shall reimburse employees any additional charges pertaining to the plan deductible, that is above and beyond the normal deductible charges as would be instituted under the previous 250/500 plan. The District is not responsible for any co-pay charges under the plan.

The District shall reimburse an employee any additional charges pertaining to the plan deductible that is above and beyond the normal deductible charges as would be instituted under the 250/500 plan, in a separate (non-payroll) check, with no taxes withheld, within 7-14 business days of their submission of the "Reimbursement of Health Care Deductible" form and the following required attachments:

1. Health Care providers invoice "clearly" identifying the deductible and the amount (to preserve privacy, employee may "black out" personal information and related service/procedure).
2. Receipt or record of payment verifying payment of deductible.

A joint committee will be formed before June 30, 2013 to investigate potential plan redesigns for submission to both parties.

In the event the School Committee changes the healthcare provider, it must provide a health insurance package(s) substantially equivalent or superior to the package identified in Appendix B.

- B. Term life insurance of Fifteen Thousand and no/100 (\$15,000) Dollars per teacher fully paid by School Committee.
- C. Subject to subparagraph G, the School Committee shall provide, on a fully paid basis for all certified personnel of the North Smithfield School Department, Family Plan Delta Dental, or equivalent, Level III.
- D. The School Committee shall provide Workers' Compensation coverage for all teachers.

E. Dual Coverage Waiver

1. Effective September 1, 2013, any teacher who has double health care coverage may elect to drop the coverage provided by the employer and receive an amount not to exceed \$ 2,000.00. Effective for the 2013-2014 school year, and thereafter, teachers will receive an amount not to exceed \$1,500.

Teachers wishing to participate shall sign a waiver form prior to September 30 of each school year and thereafter reasonably during the year in accordance with the health care provider regulations. Such payment shall be made on or before June 30 for the year ending August 31 on a pro rata basis for any period during the year the teacher has effectively elected to be paid in lieu of such coverage.

2. Any teacher employed prior to September 1, 1988, who has double Delta Dental coverage may elect to drop the coverage provided by the North Smithfield School Committee and receive one-half (1/2) of the net cost minus the family co-pay of said coverage. Such payment will be made no later than October 30th.

Teachers wishing to participate shall sign a waiver form prior to September 30th of that school year.

3. In the event a teacher who has elected to drop health care coverage and/or Delta Dental coverage as provided above decides to reinstate either or both coverages, he/she may do so as per health care provider's regulation.

A teacher who has coverage so reinstated shall repay the School Department on a pro-rated basis.

- F. Teachers employed less than one-half (1/2) time shall receive two-fifths (2/5) benefits. Teachers employed one-half (1/2) time or more shall receive prorated benefits; provided, however, that in order for said teachers to receive said benefits, they must pay to the Committee the difference between the prorated amount and the full cost of said benefits.

- G. Effective September 1, 2012 each member of the bargaining unit shall contribute toward the premium cost of family or individual health and dental insurance coverage according to the following table:

	2012-2013	2013-2014	2014-2015
Family	15 %	17 %	18 %
Individual	15 %	17 %	18 %

Said payments shall be made by payroll deductions in equal amounts from each paycheck received during the school year, and shall be in pretax dollars so long as permissible under applicable IRS rules and regulations. Any "Blue Cross Classic" type of plan will no longer be offered by the District.

- H. This Section supersedes the side letter pertaining to an Early Retirement Incentive Program which is hereby repealed.

For all persons covered by this Agreement, who retire upon or after the completion of the 1997-1998 school year, and who, upon retirement, are eligible for the Rhode Island Employees' Retirement System, and who have worked twenty-five (25) years in North Smithfield as a teacher, the individual health and dental insurance plan in effect for all teachers each year under the Collective Bargaining Agreement shall be provided for a maximum period of seven (7) consecutive years from and after retirement, but in no event beyond the date the retiree attains the age of sixty-five (65), payment of the premiums for which shall be



allocated the same as set forth under the Collective Bargaining Agreement each year such coverage is provided hereunder for the current employees.

If the retiree obtains such coverage elsewhere, or is eligible for such coverage whether from another source of employment, or through a spouse, the retiree shall not be eligible for such coverage hereunder. If the retiree thereafter loses his/her coverage or becomes ineligible to receive such coverage, such retiree shall once again be eligible to receive the remainder of such coverage as soon as feasible after prior notice to the North Smithfield School Department of such loss.

Upon request of the School Department, the retiree shall annually provide the North Smithfield School Department with a written affidavit of his/her current alternate coverage, or the availability thereof from another source or the absence of same. The affidavit shall include the retirees mailing address and shall be filed with the North Smithfield School Department not later than thirty (30) days following request by North Smithfield School Department. Failure to provide such affidavit shall relieve the North Smithfield School Department of including the retiree in such group coverage for that year and until compliance with this Section.

Notwithstanding the foregoing, to be eligible for such coverage, the retiree must file a written notice of retirement with the Superintendent on or before January 31st to be effective commencing at the end of the then current school year.

## **ARTICLE XIX**

### **SALARIES**

- A. The basic salary schedule shall be noted on Appendix A.
- B. The salary for all persons on the teachers' salary schedule shall be divided in twenty-six (26) equal installments each contractual year. Teachers shall be paid twenty-one (21) bi-weekly installments with the remainder of the monies to which they are entitled to be paid on or before the last payroll in June. Teachers leaving the system shall receive all benefits under the terms of this contract.
- C. Teachers shall be given the opportunity to elect the method of payment (check or deposit).
- D.
  1. "Teachers in their first year in the system shall be given full credit for teaching experience in Rhode Island public schools. The School Committee may in its discretion give credit for teaching experience in private schools and/or out-of-state public schools. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year. Teachers who have taught a minimum of one hundred thirty-five (135) paid days will receive credit for one (1) full year of teaching experience."
  2. "Part-time teachers who have taught a minimum of one hundred thirty-five (135) paid days in a school year will receive credit for one (1) full year of teaching experience. Part-time teachers who have not taught one hundred thirty-five (135) paid days in a school year in North Smithfield, shall have their paid days carried over from one (1) school year to the next and, upon achieving one hundred thirty-five (135) paid days, shall receive a step increase on the salary scale, on the first day of the following semester. All benefits other than health insurance shall be prorated."

**ARTICLE XX**  
**GRIEVANCE PROCEDURE**

**A. Definition**

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is any person or group of persons making a claim under this Article.
3. A "party in interest" is an aggrieved person, any person who might be required to take action, or against whom action might be taken, in order to resolve the claim, and the Chairman of the PR & R Committee or his designee.

**B. Purpose**

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

**C. Procedure**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed which might not finally be resolved at Level Four under the time limits set forth herein, by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term, if possible, or as soon thereafter as possible.

Grievances hereunder shall be commenced within thirty (30) days after the teacher knew or should have known of the act or condition on which the grievance is based. A dispute as to whether a grievance has been waived under this Article will be commenced at Level Four.

**1. LEVEL ONE**

A teacher with a grievance will first discuss it with his principal or immediate superior either directly or through the Association's School Representative, with the objective of resolving the matter informally. All grievances to be discussed with the Principal at Level One must be submitted in writing to the Principal.

2. **LEVEL TWO**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR & R Committee"). Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee will refer it to the Superintendent.

The Superintendent will represent the Administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent or his designee will meet with the aggrieved person and the Chairman of PR & R Committee or his designee in an effort to resolve it. Submission of an extra copy of the grievance will be filed with the Superintendent for the Principal.

3. **LEVEL THREE**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after referral to the Superintendent, the Chairman of the PR & R Committee will refer it to the School Committee.
- b. The School Committee will meet in executive session at or before its next regularly scheduled meeting commencing at 6:30 P.M. to consider all grievances which have been submitted to it since its last such meeting. If such sessions should take longer than one (1) hour, a recess shall be taken until after the regular meeting unless mutually agreed otherwise. Any party in interest shall have the right to appear before the Committee and be heard in executive session. The grievant shall appear before the Committee and be heard in executive session.

4. **LEVEL FOUR**

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the Committee has heard the grievance, he may appeal the decision of the Committee in accordance with Title 16, Chapter 39 of Rhode Island General Laws; Sections 16-39-1 and 16-39-2, appeal of School Committee Action to Commissioner; Section 16-39-3; appeal to State Board and thereafter appeal in accordance with State Law or, in the alternative, to submit the grievance to binding arbitration.
- b. An arbitration board shall be designated in the manner prescribed by the American Arbitration Association.

D. **Rights of Teachers to Representation**

1. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party in interest, any school representative, any member of the PR & R Committee, or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any teacher organization other than the Association.

E. **Miscellaneous**

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two and Three of the grievance procedure will be in writing, setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest and to the Chairman of the PR & R Committee. Decisions rendered at Level Four will be in accordance with the procedure set forth therein.
3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants, and the filing and processing of any grievance shall not be used for any purpose in evaluation, promotion, retention, or recommendation of teachers.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent or his designee and the Association and will be reproduced and given appropriate distribution by the Superintendent or his designee so as to facilitate operation of the grievance procedure.
5. The Committee agrees to make available to any grievant and/or his representative all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.

**ARTICLE XXI**  
**GENERAL**

- A. All articles in this Contract shall be subject to the Constitution and laws of the United States and the State of Rhode Island.
- B. If any section of this Contract shall be declared invalid by a court of the United States or the State of Rhode Island, the remaining portions thereof shall continue in full force and effect, except that those portions declared to be invalid shall be subject to renegotiation by the parties.
- C. If the Executive Branch or the Legislative Branch of the United States Government or the State of Rhode Island should declare any part of this Contract invalid, then the remaining portions thereof shall continue in full force and effect, except that those portions declared invalid shall be subject to renegotiation by the parties.
- D. The Committee recognizes the expertise of the members of the Association in the field of education. There shall be established a screening committee for the hiring of professional staff. Said screening committee shall be composed of the Superintendent, the Principals, the teachers-in-charge, or department heads. The Association shall have the opportunity to provide consultation with respect to hiring of professional staff.
- E. All teachers shall be provided in writing, no later than October 1st, with a breakdown of gross salary including all applicable increments, and a statement of accumulated sick leave indicating days sick leave charged for the previous year.

- F. The parties acknowledge and accept that the District will implement the Rhode Island Model Teacher Evaluation System. The parties will continue in their joint district evaluation committee (DEC) activities as the principal means to smooth out any evaluation issues between the parties. Nothing in this agreement shall prejudice either party from asserting that the introduction, modification or imposition of an evaluation system is or is not a non-delegable management responsibility or that the District has the legal obligation to partially or fully negotiate the same. However, any certified employee's final evaluation issue may be grieved by an individual teacher or by the Union under the AAA expedited arbitration rules.

## **ARTICLE XXII**

### **SENIORITY**

- A. Seniority shall be defined as the length of continuous service in the Bargaining Unit computed from the date of School Committee appointment.

However, for teachers employed as of July 1, 2007, if work commenced prior to the date of the School Committee meeting the date said work commenced shall be the teacher's seniority date.

In the event two (2) or more teachers have the same seniority date, a lottery shall be drawn within 30 days of appointment to determine the relative seniority of the affected teachers on each such occasion, drawn by the Superintendent.

- B. A seniority list will be prepared by the Superintendent by November 1st of each school year and a copy given to the Association President for distribution, and teachers shall have until December 1<sup>st</sup> to review and make corrections. Whereupon the seniority list shall be revised considering corrections, thereafter a final list shall be prepared on or before February 1<sup>st</sup>. If a teacher questions his/her position on the seniority list which cannot be resolved informally, the dispute shall be submitted to the grievance procedure.

- C. **Seniority shall be broken only for:**

1. Resignation or retirement;
2. Discharge for cause (performance related);
3. Exceeding an authorized leave of absence;
4. Failure to accept recall within ten (10) days of recall notice;
5. Layoff lasting beyond three (3) years.

- D. Part time employment (i.e. 2/5, 3/5, 1/2) shall be prorated based upon full time equivalent (12 months).

- E. Seniority will accrue to a maximum of 185 days a year for paid days worked. Seniority shall not continue to accrue during periods of layoff, furlough, suspension, non-renewal, leaves of absence without pay, and disciplinary suspension.

- F. Any member who had tenure as a teacher and who accepts a position outside of the Bargaining Unit shall retain his/her bargaining unit seniority, but shall accrue no further seniority while in the non-bargaining unit position. An administrator returned to the Bargaining Unit shall return to his/her former position if he/she has been in the administrative position for up to three years.

- G. With respect to layoffs, procedures for filling non-promotional vacancies are contained in the attached Memorandum of Understanding entitled "INTERIM AGREEMENT REGARDING HIRING / VACANCY PROCESS INTERNAL CANDIDATES PENDING AGREEMENT ON A SUCCESSOR

CONTRACT” which terms are incorporated herein by reference. Notwithstanding the same, the procedure shall not apply to individuals who are non-tenured or hired as a long term or short term substitute.

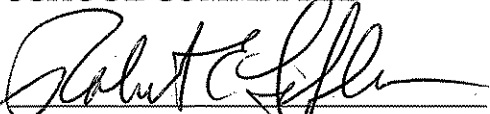
H. Seniority shall not accrue for summer work.

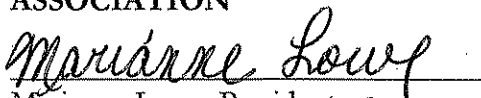
**ARTICLE XXIII**  
**DURATION**

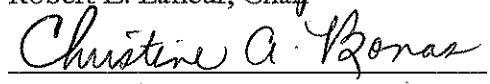
The duration of this Contract shall be effective from September 1, 2012 and terminating August 31, 2015.

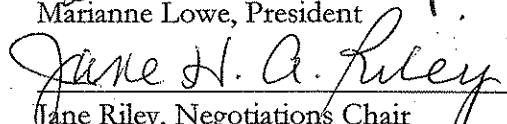
**FOR THE NORTH SMITHFIELD  
SCHOOL COMMITTEE**

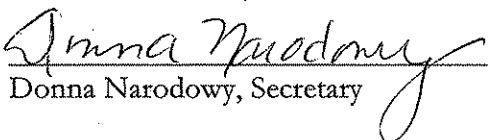
**FOR THE NORTH  
SMITHFIELD TEACHERS'  
ASSOCIATION**

  
\_\_\_\_\_  
Robert E. Lafleur, Chair

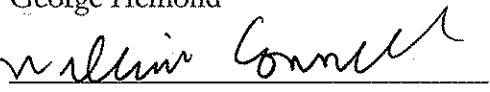
  
\_\_\_\_\_  
Marianne Lowe, President

  
\_\_\_\_\_  
Christine A. Bonas, Vice-Chair

  
\_\_\_\_\_  
Jane Riley, Negotiations Chair

  
\_\_\_\_\_  
Donna Narodowy, Secretary

\_\_\_\_\_  
George Hemond

  
\_\_\_\_\_  
William Connell

## APPENDIX A

### SALARIES BACHELOR'S SCALE

1.	<u>Steps</u>	<u>YEAR 1</u> <u>2012-2013</u>	<u>YEAR 2</u> <u>2013-2014</u>	<u>YEAR 3</u> <u>2014-2015</u>
	1	\$37,800	\$37,800	\$37,800
	2	\$38,800	\$38,800	\$38,800
	3	\$40,900	\$40,900	\$40,900
	4	\$43,300	\$43,300	\$43,300
	5	\$46,000	\$46,000	\$46,000
	6	\$49,000	\$49,000	\$49,000
	7	\$52,700	\$52,700	\$52,700
	8	\$57,200	\$57,200	\$57,200
	9	\$61,900	\$61,900	\$61,900
	10	\$67,100	\$67,100	\$67,100
	11	\$71,800	\$73,350	\$74,900

2. If a teacher qualifies for a degree or for a higher salary category prior to the beginning of the school year and so indicates by an official letter or other acceptable proof from the college no later than October 1st, he shall receive the full appropriate salary for that year.

### LONGEVITY (SERVICE IN THIS SYSTEM)

		<u>2012 - 2015</u>
1.	15 years	\$370.00
2.	20 years	\$555.00
3.	25 years	\$740.00
4.	30 years	\$926.00
5.	35 years	\$1,111.00
6.	40 years	\$1,296.00

### ADVANCE DEGREES AND GRADUATE STUDIES

	<u>2012 - 2015</u>
*BA + 15	\$288.00
*BA + 30	\$576.00
MA EQV	\$1,330.00
MA	\$1,885.00
**MA EQV + 30	\$2,550.00
**MA + 30	\$3,103.00
CAGS	\$3,546.00
DOCTORATE	\$4,021.00

\* No teacher hired after September 1, 1988, shall be eligible for this stipend.

\*\* The courses taken must be taken after the Masters Degree or Masters Degree equivalent has been earned and must be taken in the course of study approved by the Superintendent.



	<u>Directors</u>	<u>Duration</u>	<u>Stipend</u>
a.	Guidance	School year plus one month	\$14,000.00
b.	Athletics	School year plus one month	\$14,000.00

### DEPARTMENT HEADS AND TEAM LEADERS

<u>Position</u>	<u>Stipend</u>
* Department Head	\$5,800.00
* Team Leader	\$4,500.00

\* Both Department Leaders and Team Leaders shall conduct, at the direction of administration, complementary evaluations which shall include one direct observation.

## Appendix B

### Benefit Summary – Deductible Plan

	Within the BlueCard PPO Network you pay:	Outside of the BlueCard PPO Network you pay:	Notes
<b>Deductible</b>	\$500 per individual	\$500 per individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. In- and out-of-network deductibles accumulate separately.
<b>Coinsurance</b>	0%	20%	
<b>Out-of-pocket maximum</b>	\$0 per individual	\$4,000 per individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. Once you exceed this amount, we will pay up to our allowance for most covered services. Deductibles and copayments do not apply to your out-of-pocket maximum. In- and out-of-network out-of-pocket maximums accumulate separately.
<p><i>Please remember that you are responsible for paying any copayment, coinsurance, and/or deductible to your provider. This is a mandatory requirement when receiving healthcare services. Copayments are due at the time of service. Any coinsurance and/or deductible amounts can be paid at the time of service or within the time frame specified by your provider. Coinsurance and deductible amounts are shown on the explanation of benefits (EOB) that we send to you after processing your claim. You must pay the provider the total amount shown in the section labeled "Your Responsibility" on the EOB.</i></p>			
<b>Preventive Care</b>			
<b>Adult preventive care</b>	\$0	\$15 plus 20% after deductible	Includes one physical exam and one gynecological exam per calendar year.
<b>Pediatric preventive care</b>	\$0	\$15 plus 20% after deductible	Pediatric preventive care is covered according to federal guidelines.
<b>Immunizations</b>	\$0	\$15 plus 20% after deductible	Includes adult, pediatric, and travel immunizations.
<b>Lab services, machine tests, and X-rays</b>	\$0 (Deductible does not apply)	20% after deductible	Includes pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.
<b>Office Visits</b>			
<b>Personal care physician (PCP)</b>	\$15	\$15 plus 20% after deductible	
<b>Specialist</b>	\$25	\$25 plus 20% after deductible	Chiropractic visits are limited to 12 per calendar year. Routine eye exams are limited to 1 per calendar year.
<b>Outpatient Services</b>			
<b>Outpatient medical/ surgical care</b> (facility and doctor services)	0% after deductible	20% after deductible	Surgery performed in a physician's office or urgent care center is not subject to the deductible.
<b>Lab services, machine tests, and X-rays</b> (diagnostic)	\$0 (Deductible does not apply)	20% after deductible	

	Within the BlueCard PPO Network you pay:	Outside of the BlueCard PPO Network you pay:	Notes
<b>Inpatient Services</b>			
<b>Inpatient hospital services</b> - acute care - maternity	0% after deductible	20% after deductible	Unlimited days at a general or special hospital. Up to 45 days per calendar year for physical rehabilitation.
<b>Mental Health and Chemical Dependency Treatment Services</b>			
<b>Inpatient</b>	0% after deductible	20% after deductible	
<b>Outpatient</b>	\$0	20% after deductible	
<b>Office Visits</b>	\$25	\$25 plus 20% after deductible	
<b>Urgent Care of Emergency Care</b>			
<b>Urgent care center</b>	\$25	\$25 plus 20% after deductible	
<b>Emergency room care</b>	\$100	\$100	If emergency room visit results in hospital admission, \$100 copayment is waived.  You may be billed an additional specialist copayment if you are seen by a specialist in the emergency room.
<b>Ambulance services</b>	\$50	\$50	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of \$3,000 per occurrence.
<b>Additional Services</b>			
<b>Prescription drugs</b>	\$5/\$15/\$30/\$30 [Specialty Drugs] Mail Order: \$12.50/\$37.50/\$75 [90-day supply] Prescription drug copayments and coinsurance do not apply to your out-of-pocket maximum.		
<b>Physical/occupational therapy</b>	20% after deductible	20% after deductible	
<b>Durable medical equipment (DME)</b>	20% after deductible	20% after deductible	Must be purchased from a participating DME vendor. Pharmacies are NOT participating in the DME network.
<b>Home and hospice care</b>	0% after deductible	20% after deductible	Includes physician, nurse, and home health aide visits.

This grid provides a general summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department at (401)459-5000 or 1-800-639-2227 (outside of Rhode Island). If you have any questions about receiving medical care, call your personal care physician.

### Key Terms

**Coinsurance:** The percentage of our allowance that you must pay for a covered healthcare service.

**Copayment:** A fixed dollar amount that you must pay for a covered healthcare service.

**Deductible:** A fixed amount that you must pay for covered healthcare services each calendar year before we start to pay for those services.

**Out-of-pocket maximum:** Highest amount of coinsurance that you must pay each calendar year for certain covered healthcare services.

**Personal care physician (PCP):** Includes family practitioners, internists, and pediatricians.

**Specialist:** Includes office visits to all other medical providers who specialize in a certain area of medicine, such as but not limited to: oncology, cardiology, ophthalmology, dermatology, or allergy.

### How Your Deductible Works

Your plan features a deductible. The deductible is the amount of covered expenses you must pay per calendar year before we start to pay for covered services.

- Two family members must satisfy the individual deductible. Once the second family member meets their individual deductible, the family deductible is satisfied.
- Once the family deductible is met, the family only needs to pay coinsurance (if applicable) up to the out-of-pocket maximum.

The family out-of-pocket maximum accumulates the same way as the family deductible.

**MEMORANDUMS OF AGREEMENT <sup>(1)</sup>**

**BETWEEN**

**THE NORTH SMITHFIELD SCHOOL COMMITTEE  
AND  
THE NORTH SMITHFIELD TEACHERS' ASSOCIATION**

**REMAINING IN EFFECT**

- 1) The President, Grievance Chairperson and any witnesses whose attendance is considered necessary by the Association President shall be released from school with pay to attend arbitration and/or labor relation board hearings. Said persons shall be released in time to be present at the place of hearing one-half (1/2) hour before the hearing is scheduled to begin.
  
- 2) The School Committee shall make its best effort not to non-renew, furlough, suspend, or terminate any teacher employed as of June 30, 1983, excluding teachers discharged for just cause (performance related).

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<sup>(1)</sup>The two Memorandums of Agreement have no correlation.

**INTERIM AGREEMENT REGARDING  
HIRING / VACANCY PROCESS  
INTERNAL CANDIDATES  
PENDING AGREEMENT ON A SUCCESSOR CONTRACT**

**The parties have discussed the impact of the Basic Education Plan as it relates to vacancies, appointments, promotions, assignments, and transfers.**

**The parties herein agree that the following process shall be applicable pending a final agreement on a successor contract.**

**Call back** is limited to those tenured individuals receiving notice of termination and non-tenured individuals receiving notice of non-renewal for non-performance based reasons from the 2011-2012 school year.

**Call back** has been specific to the position that was held and is now determined to still exist. There is a presumption that such individual is the most qualified for the position from which he/she was laid off.

Notwithstanding the same, the procedure shall not apply to individuals who are non-tenured or hired as a long term or short term substitute.

If, however, the Administration is unable to select an individual meeting the requirements on the basis of substantial and objective data, they will inform the Superintendent immediately. The Superintendent will review such a situation immediately with the NSTA President. That collective review will determine next steps. A teacher reserves the right to grieve a final decision.

**Screening/Interviewing**

**Vacant positions** - retirements, resignations, etc.

It is expected that internal staff, in most circumstances, will be able to fulfill the requirements of any vacant position, assignment, and/or transfer and therefore shall be the preferred choice of the District.

Internal application procedures:

1) Applicant Statement / Cover Letter of Interest

Please consider such things in the letter of interest as what interests you in the position or transfer to the position, any special information that you wish to share that relates to the position, background information, extracurricular activities, skills, talents, etc., you bring to the position, work history with the District including but not limited to: effectiveness within various student populations, student achievement/results, recent experience in relevant subject matter, professional development. {See attached Schedule A}

2) Certifications – cite in your letter of interest as being on file and current.

3) The building administrator will review the letters of interest as well as any other supportive information shared by the teacher with or without the assistance of a building teacher.

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**Internal candidates must be given preference.**

**One candidate for one opening:**

Teachers should respond to the posting with details in their letter of intent in order to as thoroughly as possible inform the building administrator.

- a. The administrator will have to provide a substantial reason(s) {see attached schedule A} why this certified, highly qualified candidate is not his/her recommendation.

- b. The administrator will meet or call the candidate to discuss any specifics to the position and answer any questions the teacher may have.

**More than one internal candidate for one position:**

- a. The administrator has the letter of intent and the evaluation data. If all things are equal, then experience /years of experience will be the deciding factor.
- b. In this scenario, the administrator must “interview” each candidate.
- c. An administrator must provide a substantial reason(s) {see attached schedule A} why this certified, highly qualified candidate is not his/her recommendation.

**Displaced teachers** – positions do not exist - must be considered first unless that results in one of our tenured teachers not having a position.

- Given preference over other internal candidates in an effort to avoid a point where they are not certified/highly qualified for the only position left - for example, should many Special Education teachers look to move to regular education.
- Preference over outside candidates- depending on certification and experience. None have been displaced for performance only budget, enrollment, or programmatic changes [i.e., their specific job doesn't exist anymore.

**Right to job supersedes right to transfer.**

- 4) The Administration’s decision making criteria of an internal candidate - “see schedule A attached”.
- 5) The building administrator may make a recommendation to the Superintendent based upon that information or may request to meet with the teacher before a final recommendation.
- 6) By law, the Superintendent may interview the candidate. The Superintendent will waive his level of interview of an internal candidate unless there is some level of controversy.

**Subsequent vacancies:**

- Once as many positions as possible are filled, we will post those subsequent vacancies with a 5 day turnaround.
- Consideration must be given to those internal candidates that desire to move from a part time to a full time opening.
- After that, other internal candidates will be considered for any subsequent positions as well as external candidates. All positions filled are no longer 1 year only.

**Schedule A**

		Highly Effective	Effective	Needs Improvement	Comments
1.	Special qualifications that may be required or educationally desirable for a position and must be student focused				
2.	Rhode Island certification(s) and Highly Qualified status				
3.	Work history with the District including but not limited to:				
3.a.	<ul style="list-style-type: none"> <li>Effectiveness within various student populations</li> </ul>				
3.b.	<ul style="list-style-type: none"> <li>Student achievement/results</li> </ul>				
3.c.	<ul style="list-style-type: none"> <li>Recent experience in relevant subject matter</li> </ul>				
3.d.	<ul style="list-style-type: none"> <li>Professional development</li> </ul>				
3.e.	<ul style="list-style-type: none"> <li>Cooperativeness</li> </ul>				
3.f.	<ul style="list-style-type: none"> <li>Collegiality</li> </ul>				
4.	Results of ongoing evaluations				
5.	Discipline history				
5a	Attendance history				
6.	Knowledge of content				
7.	Teaching practices				
8.	Discipline strategies				
9	Developmental knowledge of students				
10.	Participation in special programs				
11.	Lay off status				
11.a.	Length of experience in the district				
12.	Potential to meet responsibilities of this position				

To be considered when determining the best/recommended candidate