

***COLLECTIVE BARGAINING
AGREEMENT***

BETWEEN

NEA PORTSMOUTH

and

PORTSMOUTH SCHOOL COMMITTEE

September 1, 2013 – August 31, 2016

Dear NEA Portsmouth Member,

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

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

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

NEA Portsmouth Leadership

2013-2016 CONTRACT
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The following represents the full and final agreement between the parties. Any prior proposals between the parties not reflected herein are null and void and will not be used for any purpose.

ARTICLE I: RECOGNITION

1. The Portsmouth School Committee (hereinafter called the School Committee) recognizes NEA Portsmouth as the sole and exclusive representative of a unit consisting of all certified teaching personnel in accordance to and within the authority and limits established by Title 28 of the General Laws of Rhode Island as amended.
2. NEA Portsmouth agrees to represent equally all personnel in the negotiating unit without regard to membership or participation in the activities of NEA Portsmouth or any other employee organization, and to continue to admit teachers to membership without qualification, other than payment of dues and employment, in the Portsmouth School Department.
3. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by NEA Portsmouth in the negotiating unit as above defined, and references to teacher shall include male and female teachers.

ARTICLE II: CONTRACTS

Section A Group Contract

All certified teachers regularly employed in the Portsmouth Schools shall be included under the terms of this Agreement.

Section B Individual Contracts

1. An initial contract shall be given to each teacher upon appointment to the professional staff of the Portsmouth School Department.
2. This contract shall state the salary step and beginning date of service.
3. All teachers will receive their proposed class assignments prior to the end of the preceding school year.

ARTICLE III: GRIEVANCE PROCEDURE

Section 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 or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved teacher" is the teacher or teachers making the claim.

3. A "party in interest" is the teacher or teachers making the claim, any person who might be required to take action or against whom any action might be taken in order to resolve the claim, and NEA Portsmouth.

Section B Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of the teachers. Both 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, and having the grievance adjusted at Level One without intervention of NEA Portsmouth, provided the adjustment is not inconsistent with the terms of this Agreement.

Section 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 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 be finally resolved at Level Four under the limits set forth herein by the end of the school year which could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One

- a. A teacher with a grievance will first discuss it with the immediate superior, either directly or through an NEA Portsmouth representative, with the objective of resolving the ~~matter~~ informally.
- b. If the grievance at Level One was handled through a superior other than the aggrieved teacher's principal, and the grievance was unresolved after five (5) school days from its date of initiation in the procedure, the matter would be forwarded to the principal by either the teacher, an NEA Portsmouth representative, or the person with whom the grievance was originally filed in writing, including the initial and terminating dates. The objective here still is concerned with the informal resolving of the problem.

2. Level Two

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after its presentation to the building principal, the teacher may file the grievance in writing with NEA Portsmouth through an NEA Portsmouth representative ten (10) school days after its initiation at Level One. Within five (5) school days after receiving the written grievance, NEA Portsmouth shall refer it to the Superintendent.**
- b. The Superintendent will meet with the aggrieved teacher and NEA Portsmouth within five (5) school days after receipt of the written grievance in an effort to resolve it.**
- c. If a teacher fails to file a written grievance for processing at Level Two within thirty (30) school days of first having notified the superior at Level One, then the grievance will be considered as waived.**

3. Level Three

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance after having it referred to the Superintendent, or if no decision has been rendered within five (5) school days after referral to the Superintendent, NEA Portsmouth may request and receive a special School Committee hearing.**
- b. This meeting will take place within five (5) school days of the request and should provide information pursuant to recommendations concerning the grievance.**
- c. It will be the policy of the School Committee to schedule grievance hearings prior to the beginning of the School Committee meeting.**

4. Level Four

- a. If the aggrieved teacher 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 School Committee hearing, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which will act as the administrator of the proceedings.**
- b. Notice of intention to request submission to arbitration must be in writing addressed to the Superintendent of Schools not later than ten (10) school days following the decision of the School Committee, or lack thereof, whichever shall first occur. A copy of such notice of intention to submit to arbitration shall be sent to the Superintendent by certified mail, return receipt requested.**

5. Regional Teachers:

- a. The timelines and procedures for grievances brought by teachers employed through the Newport County Regional Special Education (NCRSE) district shall be the same as per Article III, Section C, with the exception of the person or group designated to hear the grievance at each level.
- b. In the case of teachers employed by NCRSE, grievances at each level will be heard by the following:

- Level I: Immediate Supervisor
- Level II: Regional Director of Special Education
- Level III: Board of NCRSE
- Level IV: Final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association which will act as the administrator of the proceedings.

Section 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, or any School Representative, any member of NEA Portsmouth, or any other participant in the grievance procedure by any reason of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing. When a teacher is not represented by NEA Portsmouth, NEA Portsmouth shall have the right to be present and state its views at all stages of the grievance procedure. If the grievant is represented by someone other than NEA Portsmouth, NEA Portsmouth shall not be liable for any expenses incurred by the grievant.

Section E Miscellaneous

- 1. If, in the judgment of NEA Portsmouth, a grievance affects a group or class of teachers, NEA Portsmouth may submit such grievance in writing to the appropriate Principal(s) or the Superintendent directly, and the processing of such grievance will commence at the appropriate level. NEA Portsmouth may process such a grievance through all levels of the grievance procedure on the basis of its relevance to the whole group as an issue to be resolved for the general welfare.
- 2. Decision rendered at Levels One, Two, and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to NEA Portsmouth.

3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately by NEA Portsmouth and by the Superintendent in the personnel files of the participants.
4. The School Committee agrees to make available to any grievant and/or the grievant's representative all information not privileged under law in its possession or control and which is relevant to the issue raised in the grievance.
5. Each grievance shall have to be initiated at Level One within twenty five (25) school days of the occurrence of the cause for complaint or if neither the aggrieved nor NEA Portsmouth had knowledge of such occurrence at the time of its happening, then within twenty five (25) school days of the first such knowledge by either the aggrieved or NEA Portsmouth.

ARTICLE IV: SALARY SCHEDULE

Section A Basic Salary Scale

Steps	2013-2014	2014-2015	2015-2016
1	\$ 40,600.000	\$ 41,209.000	\$ 41,724
2	\$ 42,645.225	\$ 43,284.903	\$ 43,826
3	\$ 45,210.130	\$ 45,888.282	\$ 46,462
4	\$ 47,173.140	\$ 47,880.737	\$ 48,480
5	\$ 50,076.040	\$ 50,827.181	\$ 51,462
6	\$ 52,993.150	\$ 53,788.047	\$ 54,460
7	\$ 55,741.770	\$ 56,577.897	\$ 57,285
8	\$ 58,658.880	\$ 59,538.763	\$ 60,283
9	\$ 64,364.195	\$ 65,329.658	\$ 66,146
10	\$ 68,822.075	\$ 69,854.406	\$ 70,727
11	\$ 74,441.35	\$ 75,706.85	\$ 76,652

Section B Advanced Increment Schedule

	<u>2013-2016</u>
BA + 36	\$ 1,775
Masters	\$ 2,625
Masters +30	\$ 3,050
CAGS	\$ 3,250
Doctorate	\$ 4,150
<hr/> National Board Cert.	<hr/> \$ 4,300

1. Any teacher starting work after September 1, 1990, shall not be entitled to the BA+36 stipend, but those teachers who began employment before September 1, 1990, and achieved the BA+36 shall be granted that stipend.
2. Teachers requesting full payment of Masters, etc., must make application and present credentials to the Superintendent of Schools by October 1st of the year they request payment. Teachers completing course requirements for Masters, etc., by January of the school year, may receive half (1/2) payment if application is made by October 1st and credentials presented by February 15th.

3. An allowance in addition to salary and other supplements shall be paid to a teacher having a National Board Certification. Teachers requesting payment must submit a letter of intent to the Superintendent of Schools by March 1st of the year prior to the year they intend to request payment and submit their credential upon receipt. A one-time bonus of \$2500 shall be awarded to a newly National Board Certified Teacher.

Section C Longevity Schedule

An allowance in addition to salary and other supplements shall be paid to a teacher having years of teaching in the Portsmouth School System in accordance with the following:

Twenty Years	\$1,200
Twenty-five Years	\$1,250
Thirty Years	\$1,300

Section D Pay Periods

1. Teachers shall have a choice of two payment options with the choice made prior to the start of the school year. The choices are as follows:
 - a. Salary paid in twenty one (21) equal installments over the course of the school year; or
 - b. Salary divided into twenty six (26) equal installments and paid in twenty one (21) installments during the year with the final five (5) installments paid in a balloon payment at the end of the school year.

The first pay day shall be either on the last Friday in August or the first Friday in September, coinciding with the regular payroll schedule.

2. All teachers will have their checks automatically deposited into a checking or savings account of their choice.

ARTICLE V: COMPENSATION FOR EXTRACURRICULAR ACTIVITIES AND ABOVE BASIC SALARY PAYMENTS

Section A Hourly Rate

1. Hourly rate scale is \$31.00.
2. Teachers of the home bound, teachers of summer school, teachers in adult education, teachers employed on curriculum development, and teachers requested to perform other duties shall be compensated at the hourly rate according to the above scale.

3. All meetings called by the administration which are held after the school day, workshops, etc., will be advertised in one of the following ways:
 - a. voluntary and compensated
 - or
 - b. voluntary and not compensated

When advertised as compensated, compensation shall be at the Hourly Rate. Should nothing be posted on the meeting announcement, then that meeting will be compensated at the Hourly Rate. The decision to make meetings compensated or uncompensated shall lie with the administration. In addition, the decision to post a meeting as compensated or uncompensated shall not establish a practice for that type of meeting.

The following voluntary meetings are always compensated at the Hourly Rate: Beyond school hours MDT, IEP and/or 504 Meetings; and, Faculty Staff Advisory Committees.

Note: Each Faculty Advisory Committee member, not otherwise compensated for serving on the Faculty Advisory Committee, will be paid an annual stipend. Stipends will be calculated on an annual basis. This will be accomplished by mutual agreement of the Superintendent and NEA Portsmouth. The stipend is based on the following formula:

Two hundred and eighty (280) hours at the Hourly Rate divided by the total number of systemwide participants serving on the Faculty Staff Advisory Committees [not counting those Faculty Advisory members otherwise compensated serving on the Faculty Advisory Committees].

Voluntary non-compensated hours will be tracked and a program will be put into place by the administration to recognize those teachers who give voluntary time.

4. Teachers may be asked during periods when schools are not in session to perform duties related to the opening, closing, and operating of schools. Such duties are voluntary and may include, but are not limited to, pupil assessment, scheduling, record review, instructional planning, curriculum material and text selection, etc. Teachers shall be compensated at the hourly rate according to the above scale.
5. Unless full-time home teachers are hired for the purpose of teaching convalescent children, teachers from the regular staff shall be hired as home teachers whenever contingencies may arise. Home teachers shall be compensated at the hourly rate according to the above scale.
6. When a part-time staff member agrees to voluntarily cover a class or classes, the part-time staff member will be compensated at the existing contractual pro-rated Hourly Rate (Article V, Section A) per class covered.

Section B Work with Student Teachers

Critic Teachers shall be recommended, with the teacher's approval by their Principal to the Superintendent. The Superintendent upon review will submit teacher's names to cooperating colleges. The cooperating teachers shall receive whatever compensation the cooperating college commits itself to pay.

Section C Department Heads, House Leaders, Directors, and Systemwide Supervisors

1. All Department Heads, House Leaders, Directors, and Supervisors can be required to teach a fourth (4th) class (80 percent) with additional compensation as delineated in Section D of this article. High School Department Heads may not be assigned more than three (3) class preparations (three [3] distinct groups as to grade level and subject content). For the purpose of determining department size, the count shall include the Department Head, House Leader, Director, or Systemwide Supervisor.
2. All House Leaders shall have a teaching load not to exceed 60% of the normal teaching requirements unless deemed necessary by the Superintendent in accordance with number 1 above.
3. All Department Heads, House Leaders, Directors, and Systemwide Supervisors shall have a work year of one hundred ninety (190) days or that which is posted in the notice describing the vacancy. Any position requiring a work year of over two hundred (200) days must be mutually agreed to by NEA Portsmouth and the School Committee. Compensation for days beyond the one hundred ninety (190) will be in accordance with the provisions of Section D of this article.
4. Department Heads, House Leaders, Directors, and Systemwide Supervisors shall be posted, appointed, and evaluated annually.
5. The Portsmouth School Committee will seek input from NEA Portsmouth regarding job descriptions for promotional positions.

Section D Compensation for Department Heads, House Leaders, Directors, and Systemwide Supervisors

1. Compensation paid to Department Heads, House Leaders, Directors, and Systemwide Supervisors shall be based on the number of teachers in the department including the supervisor. In addition, this compensation shall be considered payment for a teaching load not to exceed sixty (60) percent of the normal teaching requirements and a one hundred ninety (190) day work year. Compensation paid shall be in normal step increments of one year intervals as follows:

Department Size

	<u>1-4</u>	<u>5-7</u>	<u>8 or more</u>
Step 1	\$1,500.00	\$ 2,500.00	\$ 3,500.00
Step 2	\$2,000.00	\$3,000.00	\$4,000.00
Step 3	\$2,500.00	\$ 3,500.00	\$ 4,500.00

2. Department Heads, Directors and Systemwide Supervisors who are either required or voluntarily assigned to teach a fourth class shall be compensated additionally as follows:

Department Size

<u>1-4</u>	<u>5-7</u>	<u>8 or more</u>
\$1,000.00	\$1,500.00	\$2,000.00

3. Department Heads, House Leaders, Directors, and Systemwide Supervisors who are either required or requested to work beyond the basic one hundred ninety (190) day work year shall be compensated at the rate of two hundred fifty dollars (250) per day for each additional day of work.

ARTICLE VI: FRINGE BENEFITS

Section A Health Care and Prescription Drug Insurance

1. For the 2013-2014 school year, The Portsmouth School Department shall provide health insurance which includes prescription drug coverage. For the 2014-2015 school year, The Portsmouth School Department shall have the option of maintaining health and prescription drug insurance through the existing provider or providing health and prescription drug insurance through any health insurance and/or pharmacy benefit provider that it deems appropriate, including self-insurance, provided that the provider(s) offer substantially similar health insurance and prescription drug coverage provided under the health insurance and prescription drug benefit provider for the 2013-2014 school year. Evidence of substantially similar coverage shall be provided in advance to NEA Portsmouth.
2. The Portsmouth School Department agrees that it will obtain NEA Portsmouth's assent prior to making any changes in health insurance or prescription drug coverage during the term of this Agreement, and both parties agree that NEA Portsmouth's assent shall not be unreasonably withheld. In the event of a dispute regarding health insurance or prescription drug benefits provided by the Portsmouth School Department, the parties agree to work in good faith to collaboratively resolve the conflict. In the event that an agreement cannot be reached, both parties will mutually agree to mediation.
3. NEA Portsmouth and the Portsmouth School Department shall cooperate in the development of educational efforts which will provide information to Union

members about cost effective health care and prescription drug usage and coverage alternatives including the use of generic prescription drugs.

4. Except for teachers that have their employment terminated, for any reason during the school year, the health insurance and prescription drug benefit plan year shall run from 9/1 to 8/31. Teachers that have their employment terminated during the school year will have their health insurance and prescription drug benefits end on their termination date, subject to any extension available under COBRA. Health and prescription drug coverage will be offered to teachers during the annual open enrollment period. Any teacher that declines coverage during the annual open enrollment period will not be eligible to participate in the health and prescription drug plan during that plan year. The exception will be if the teacher experiences a qualifying event during the year.
5. For the 2013-2014 school year, the NEA Portsmouth contribution to the cost of the health insurance and prescription drug benefit premium will be as follows:

2013-2014: eighteen percent (18%) co-share for both a single plan with a \$250 deductible and a family plan with a \$500 deductible.

2014-2015: nineteen percent (19%) co-share for both a single plan with a \$250 deductible and a family plan with a \$500 deductible.

2015-2016: twenty-percent (20%) co-share for both a single plan with a \$250 deductible and a family plan with a \$500 deductible
6. The description of the health insurance and prescription drug benefit provided for the 2013-2014 school year is included in Appendix A to the Agreement.

Health Insurance Buyback

7. Any employee may elect to receive a cash payment in lieu of the above health insurance benefit, provided that said employee notifies the Superintendent prior to September 1st of the year in which he/she intends to use this option. The following cash payments will apply and will be made by June 30th of the same school year:

Employees Eligible for Family Plan	\$1,000
Employees Eligible for Individual Plan	\$500

- a. Employees resigning from the system or reentering the Plans will receive a prorated payment

Dental Coverage

8. The Portsmouth School Department shall provide individual or family dental insurance to eligible employees. Eligible employees will pay the following co-shares:

2013-2014: eighteen percent (18%) co-share

2014-2015: nineteen percent (19%) co-share

2015-2016: twenty-percent (20%) co-share

Section B Tax Sheltered Annuities

Optionally, teachers shall have monies deducted from their salaries for the purpose of maintaining tax-sheltered annuities. This would be done by the Payroll Department on a pre-tax basis in accordance with Internal Revenue and Rhode Island Division of Taxation rules and regulations.

Section C Graduate Study

1. For all courses taken beyond the Masters level from an accredited college or university (or the credit equivalent for teachers certified under the pre-1987 Rhode Island Department of Education certification requirements), any teacher shall be allotted a maximum reimbursement per year of \$650.
2. Awarded allotment must be realized when the following have been actuated:
 - a. Course must be taken in correspondence with the fiscal year, July 1st to June 30th.
 - b. Teachers earning credit during the summer shall be reimbursed in September, only if they continue in the employ of this school system.
 - c. Teachers earning credit during the fall shall be reimbursed within forty five (45) days of submission of evidence of satisfactory completion of such courses to the Superintendent.
 - d. All courses must be approved in advance by the Superintendent.
 - e. Reimbursement must be requested within thirty (30) days from the date of course completion.
3. Graduate Study stipend will not be denied on the basis of lack of funds.
4. Right of Appeal to the School Committee concerning adverse decisions is granted.

5. Exception: Any teacher who delays attainment of a regular degree in order to pursue course work which benefits the school system may request a graduate study stipend if the Superintendent has given prior approval.

Section D Payroll Deductions for Bonds

Deductions for U.S. Savings Bonds shall be withheld from any wages of any school personnel who voluntarily authorizes such deductions in writing. This authorization shall be continued unless terminated by the employer after proper notification by the employee. The Town shall be responsible for the purchasing and distribution of said bonds.

Section E Term Life Insurance

1. The School Committee shall provide, furnish and entirely pay for all employed teachers, subject to Article VI, F, 1 provision for part-time teachers as well as any exclusions contained in Article VIII, Leave Policy, the full premium of Group Level Term Life Insurance to age 65, face amount reducing to one-half (1/2) after age 65; level premium for all ages. The face value amount of the Group Level Term Life Insurance will be fifty thousand dollars (\$50,000). Teachers, upon retirement, shall have the option of continuing at their own expense, the fifty thousand dollars (\$50,000) term life insurance at the District's group rate, including any rate adjustments charged by the carrier. Further, the above age-related face amount reductions shall apply to teachers who, upon retirement, decide to retain this term life insurance coverage.
2. Teachers shall have the option of purchasing an additional twenty-five thousand dollars (\$25,000) of Term Life Insurance. The premium shall be paid by the individual teacher. Supplemental Life Insurance can be purchased only by active teachers. Such coverage is not available to retirees.

Section F Part Time Teachers

1. Teachers hired on a part-time basis, shall receive pro-rated benefits. Teachers receiving pro-rated benefits may pay the difference and receive full benefits. Any part time teacher choosing health and prescription coverage and/or dental coverage shall pay an increased co-share amount equal to the difference between the equivalent premium paid by the School Department for a full time teacher and the pro-rated premium paid by the School Department based on the part time teacher's full time equivalency.

ARTICLE VII: TEACHER PROTECTION

Section A Worker's Compensation

The School Committee shall provide Worker's Compensation for all Certified Staff.

Section B Transfer of Tenure

As is stated under Rhode Island Law, teachers who have attained tenure in other Rhode Island communities shall be placed on tenure in Portsmouth after serving the stipulated probationary period.

Section C Legal Counsel

If criminal or civil proceedings are brought against a teacher in connection with the teacher's employment, the School Committee will furnish legal counsel to defend the teacher in such proceedings, if the proceedings are brought while the teacher is engaged in a lawful governmental duty.

Section D Academic Freedom

The School Committee and NEA Portsmouth agree that adequate freedom is essential to the fulfillment of the Portsmouth School Department, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Methods of instruction should be determined by the needs of children as established by the teacher, with the Principal and the Superintendent involved. Teachers who feel their right to academic freedom has been infringed upon will have access to the grievance procedure.

ARTICLE VIII: LEAVE POLICY

Section A Sick Leave

1. Twelve (12) days for the first year of service and fifteen (15) days each for the second and third years and thereafter twenty (20) days for each year of completed service at full pay shall be granted annually to each regularly appointed teacher. Days of sick leave shall be cumulative to one hundred and seventy (170) work days.
2. Five (5) individual sick days per year may be used as Family Sick Leave at the option of the bargaining unit member for the purposes of caring for sick family members. These are not additional sick days but simply allotted sick time that may be converted to family use. Family sick days may not be carried over from year to year, meaning that a maximum of five sick days per year may be taken for family sick use.

3. A teacher leaving before the end of a school year who has used up all their sick leave shall have their days of sick leave pro-rated and any time over the teacher's allotment subtracted from the last paycheck. This will apply for the teacher's first three (3) years of service.
4. If a teacher is absent for three (3) or more consecutive days under sick leave, the Superintendent may request of that teacher a health certificate from the personal physician of the teacher.
5. Upon request by the Administration, the teacher will submit to an examination by a physician selected and paid for by the Administration.
6. A teacher not serving a full day because of illness shall have the absence counted as a day of sick leave. Leaving prior to one half (1/2) of the school day shall be considered a full absence, but leaving after one half (1/2) of the school day shall be considered a half day of sick leave.
7. A teacher who becomes pregnant will notify the Superintendent as soon as possible. The date the teacher is to leave on disability and the date of return will be determined by the teacher and the teacher's personal doctor. Such a leave request shall include a letter from the teacher's personal doctor verifying the expected length of disability. However, the Superintendent will be given advance notice by the teacher. The teacher may elect either or both of the following two (2) options:
 - a. Continued employment status as in a typical disability for which sick leave accumulation applies so that the teacher continues all fringe benefits. The teacher and the teacher's personal doctor will determine the length of disability; however, the teacher will inform the Superintendent as soon as possible of the expected date of release from disability.
 - b. A leave of absence for a maximum of one (1) year without pay to begin after the period of disability. Whenever possible the teacher will return to work at the beginning of the school year. The teacher would be allowed to maintain at the teacher's own expense any fringe benefit coverages under this contract.
 - c. Beginning on the date of the physical placement for adoption, a teacher who plans to adopt shall be eligible for all of Letter b above.
8. Quarantine absences shall not be deducted from sick leave and there shall likewise be no loss of salary. It is agreed to accept the legal definition of "Quarantine" that has been received and signed by the Director of Rhode Island Department of Health concerning quarantine absences.

9. In the event of in-service death, said teacher's designated beneficiary, or in the absence of a designated beneficiary, the teacher's estate shall be reimbursed for all unused days of sick leave to a maximum of one hundred twenty (120) days.

Section B Sick Leave Bank

The School Committee, in cooperation with NEA Portsmouth, shall maintain a Sick Leave Bank. The NEA Portsmouth shall administer the Sick Leave Bank and establish rules for the implementation of the Bank. A copy of these rules shall be on file in the Human Resources Office, as well as in each building by request of each building representative. By November 1st of each year, NEA Portsmouth shall provide to the Human Resources Office the names of participating members. NEA Portsmouth will also update the Human Resources Office of subsequent charges against the Bank. NEA Portsmouth takes full responsibility for the management and application of this Sick Leave Bank.

Guidelines

- A. The term day in the following guidelines refers to the teacher's actual work day. For full-time teachers the day is a full work day. For part-time teachers the day is the length of their work day.
- B. Any teacher who is employed at least .5 or more and who is at least a third year teacher shall participate in the Sick Leave Bank. A teacher shall deposit two (2) days upon their first year of participation, all other participating teachers shall at a minimum deposit one (1) day or at a maximum deposit three (3) days every year thereafter. A teacher may elect to not participate in the Bank by notifying NEA Portsmouth in writing by October 15th of the year in which they are first eligible for the Sick Leave Bank.
- C. If the number of days in the bank on falls below 200, an automatic deduction of one (1) day shall be made from all participants in the Bank. If a participant does not have a sick day to contribute during the current school year, the sick leave day will be contributed at the beginning of the next school year without any lapse in Sick Leave Bank eligibility. If the number of days in the bank on November 1 exceeds 900, no deductions shall be required from any participants in the Bank.
- D. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership. A teacher who has elected not to participate in the Sick Leave Bank as a third year teacher may never join the Sick Leave Bank.
- E. The intent of the Bank is to provide additional financial protection for those teachers who have exhausted their accumulated sick leave and who incur a period

of personal illness or hospitalization, as verified in writing by a physician. The Sick Leave Bank shall be applicable only to teacher (not family) illness or accident, and shall not be applicable to any teacher during any unpaid leave of absence, sabbatical leave, or parental leave as per the agreement between the Portsmouth School Committee and NEA Portsmouth. It remains the intent of both parties to strive to retain good attendance in the District. It is not the purpose of this Bank to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness. In addition, an eligible third through fourth year teacher may utilize Bank days for the maximum listed below: Third year teachers: Maximum of thirty (30) days. Fourth year teachers: Maximum of sixty (60) days. Once this maximum usage in a school year is reached, a teacher must return to employment in a position (full or part-time) approved by the Administration for a period of two (2) consecutive school years with absences not exceeding allowable benefit levels before becoming eligible for use of the Bank again. An eligible fifth year and beyond teacher may utilize Bank days for a maximum of one hundred twenty (120) school days or two (2) consecutive school years, whichever occurs first. Once this maximum usage is reached, a teacher must return to employment in a position (full or part-time) approved by the Administration for a period of two (2) consecutive school years with absences not exceeding allowable benefit levels before becoming eligible for use of the Bank again.

- F. Authorized withdrawals by participating teachers from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee, and their decision shall be final. The teacher may apply for Sick Bank Leave prior to exhausting all accumulated sick days. The teacher must first submit to the Sick Leave Bank Committee a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or hospitalization), and fill out the NEA Portsmouth application to use the Sick Leave Bank. The teacher must use all accumulated sick time prior to withdrawing approved Sick Leave Bank days. Recurring absences due to the same illness or disability indicated by a doctor's written verification do not have to be consecutive. Each withdrawal may not be less than five (5) school days. The Sick Leave Bank Committee may consider an additional request in the event of a catastrophic illness.
- G. The Sick Bank Committee which shall act in all matters that concern the policies and decisions of the Sick Leave Bank. NEA Portsmouth shall appoint the members of the Sick Leave Bank committee, shall write its own regulations of operation covering procedures to review all requests and make such regulations available to all members of the Bank, Administration and School Committee. If such regulations violate school policies and/or are not practical to carry out, as determined by the Business Office, such regulations will have to be changed by the Committee.

- H. A representative of the Sick Bank Committee shall compile and submit a list of those teachers who elect to not participate in the bank to Human Resources no later than November 1st each year. They shall also report the specifics of any withdrawals to the Human Resources Office prior to the end of each school year and shall prepare and present such other reports and information that the Human Resources Office may require from time to time.
- I. Nothing herein shall limit management's right to monitor and/or contest the use of extended sick leave.
- J. Any dispute which arises as to the administration of this section will not be subject to the grievance process.
- K. Any member who is absent for illness or injury due to a work-related accident (which is compensable under the Rhode Island Workers' Compensation act) may not avail her/himself of any benefits of the Bank.
- L. In June of each year, the Human Resources Department will Provide NEA Portsmouth with an accounting of the number of days in the Sick Leave Bank and the number of days utilized from the Bank.

Section C Sabbatical Leave

A sabbatical leave, not-to-exceed one (1) year, may be granted by the School Committee upon recommendation of the Superintendent for any professionally certified employee after each seven (7) years of consecutive service in the Portsmouth School System. Any sabbatical granted by the School Committee prior to this contract that may have differed from this standard shall not be used to constitute a past practice. The following conditions shall prevail:

1. Requests for sabbatical leave must be submitted in writing to the Superintendent of Schools by February 1st, preceding the school year for which leave is requested.
2. A teacher must be enrolled full time in an accredited college or university and be engaged in a formal program leading to an advanced degree in a type of specialization which is beneficial to the school system. Full Time shall be defined as a course load resulting in a minimum of twelve (12) graduate credits.
3. The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization.
4. A teacher shall be compensated at one-half (1/2) the amount of the teacher's annual salary.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence.
6. A teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the School Committee the monetary amount equal to the time not served.

Section D Personal Leave

1. Two (2) days per year will be allowed a teacher for the purpose of transacting personal business, which a teacher cannot conduct at any other time such as after school hours, weekends, and vacation periods. This leave shall not be granted prior to or immediately following vacations or holidays.
2. At the end of each school year unused personal days will be converted into sick leave days. A teacher may elect to carry over one (1) personal day to the next school year with a maximum number of available personal days not to exceed three (3). Teachers electing to carry over a personal day must notify the Human Resources Office in writing by June 30th of the current school year.
3. In an emergency, not related to travel plans (delays, cancellations, etc.), the Superintendent may grant personal leave prior to or immediately following vacations or holidays. No consideration will be given if it is determined by the Superintendent that the reason for the request is to directly or indirectly extend a vacation or holiday period.
4. Notification of such leave shall be given as far in advance as possible to the building principal who shall forward notification to Superintendent. Such days shall not be charged as sick leave.
5. In cases of extreme emergency, when prior notice is not possible, notification of emergency leave may be phoned in to the building principal.
6. A teacher who finds it necessary to take such leave will follow the appropriate procedures for notification of the building principal as far in advance as possible prior to taking the leave, or in case of emergency, immediately upon return to school following such leave. The administration will notify and consult with NEA Portsmouth regarding any changes in notification procedures.

Section E Professional Leave

1. At the discretion of the Principal and the Superintendent, days may be granted to a teacher to attend meetings such as conferences, seminars, conventions, or other

schools for the purpose of broadening the teacher's educational background and enriching the educational environment of Portsmouth Schools.

- 2. Requests for such leave must be submitted in writing through the office of the building principal to the Superintendent.**

Section F Military Leave

A teacher who is a member of a reserve component of the Armed Forces may be granted a leave of absence under the following conditions:

- 1. The length of the leave of absence for limited training will not exceed standards established by Federal or State regulations for training activities required for maintaining standing in a reserve component of the Armed Forces.**
- 2. Compensation will be for up to a maximum of ten (10) school days in any one school year, on the basis of the difference between the teacher's military pay and the teacher's school pay. The teacher's salary will be paid for the period of leave when official military pay vouchers are submitted by the teacher and the amount due can be computed.**
- 3. The obligation under this article is limited to days of training which must be served by the teacher on days when schools are in session. The teacher must present satisfactory evidence that the teacher's military obligation cannot be satisfied in full or in part, on days when schools are not in session.**

Section G Bereavement Leave

- 1. A teacher shall be allowed five (5) days of leave because of the death of any close relative: father, mother, step-mother, step-father, grandmother, grandfather, grandchild, sister, brother, child, step-child, spouse/significant other, father-in-law, mother-in-law, or legal guardian.**

Any extraordinary cases shall be reviewed by the Superintendent for a decision as to approval.

- 2. In the case of the death of a close friend, uncle, aunt, cousin, niece, or nephew, a teacher will be allowed the day of the funeral with no loss in pay.**

Section H Jury Duty

When a teacher is drawn for jury service, the teacher shall receive differential pay for the duration of service as a juror. This pay shall be the difference between the amount of money normally paid to the teacher for each day of teaching and that amount of money paid for jury duty.

Section I Excused Absence (Educational Leave)

1. For the purpose of attending summer institutions or summer college sessions which begin while the public schools in Portsmouth are in session, a teacher shall have two (2) days of professional leave at full pay.
2. Notice for such leave must be submitted in writing to the office of the Superintendent at least ten (10) days prior to the leave of absence.
3. A teacher will be paid the difference between their salary and that of a substitute teacher for any days over the aforementioned.

Section J General Leave

1. NEA Portsmouth and the School Committee recognize that leaves of absences without pay are necessary and are often in the best interest of the school system and/or employee. However, General Leaves shall not be granted to take employment elsewhere. Any General Leave granted by the School Committee prior to this contract that may differ from this statement shall not be used to constitute a past practice.
2. Reasons that may result in the granting of leaves of absence without pay may include, but are not limited to:
 - a. Personal hardship
 - b. Professional growth
 - c. Employee long term illness.
3. Each request for a leave must be submitted to the Superintendent. The Superintendent will forward this application to the School Committee for its action. The application for General Leave must be received by June 1st of the prior school year, except in extraordinary circumstances.

Section K Notice of Intent to Return

A teacher on any type of leave status for a year or more must inform the Superintendent of her/his intent to return to her/his original position, in writing, by February 1st of the prior school year. This notification must be separate and apart from the teacher's original letter requesting the leave.

Section L Job Reduction

1. A teacher who voluntarily wants to reduce his/her teaching position must notify the Superintendent in writing no later than January 31st of the preceding school year. The request must be done on a yearly basis.

2. Approval of Job Reductions is at the discretion of the Superintendent on a yearly basis.
3. The remaining part-time position of a Job Reduction, if filled, must go through the Job Assignment Process. The part-time position goes to the Job Assignment Process with the understanding that the position is a temporary one (1) year position.
4. The teacher going on a Job Reduction comes back to the same complete position s/he left, unless s/he was notified that the position or parts of the position will no longer exist. A teacher so notified becomes a displaced teacher.
5. When the teacher on a Job Reduction status goes back to his/her full-time position, the teacher who filled the temporary position, if it was filled, will be either displaced or laid off according to Article IX Section L.

ARTICLE IX: CONDITIONS OF EMPLOYMENT

Section A Class Size

The following is a listing of grades and the maximum number of students allowed per class:

<u>Grade</u>	<u>Maximum No. of Students</u>	<u>Grade</u>	<u>Maximum No. of Students</u>
K	22	6	25
		7	25
1	23	8	25
2	23	9	26
3	25	10	26
4	25	11	26
5	25	12	26

Exceptions

1. With the exception of circumstances described herein classes in Grades 9-12 shall not exceed 26 students. Physical Education/Health classes and Band/Chorus will remain at 20% over twenty-five (25) students as acceptable, if unavoidable. When mutually agreeable, between the NEA Portsmouth and the Administration, class size for Band/Chorus shall exceed the enrollment limitations specified herein. The class enrollment of teachers in Grades 5-12 shall not exceed one hundred twenty-five (125).

2. The exception above for Physical Education/Health and Band classes will also pertain to Grades 6 through 8.
3. In Grades 3-12, in the event of student registrations on or after October 1st said class-size maximum may be increased by one (1) student.
4. In Grades K-2, class size may be exceeded by one (1) student and the teacher shall be paid fifteen dollars (\$15) per day.
5. Classes with a minimum enrollment of fifteen (15) students will be retained.
6. Class size in the contract shall mean the number of regularly enrolled students in the same class plus any mainstreamed student who is assigned to the class for that part of the school day. A mainstreamed student shall only be counted in the total while that student is in the regular education classroom. The total number of students in the class at any one time shall not exceed the maximum stated in the contract.

Students who are out of the regular education classroom receiving special services such as speech, remedial reading, guidance, resource, etc., shall be counted as part of the number of students for that regular education classroom.

Students who are out of the regular education classroom and who are assigned to a self-contained special education classroom for that period shall not be counted as part of the total for the regular education classroom for that period of time.

6. It shall be the goal of the School Committee in Grades 3 and 4 to attempt to limit the enrollment of students to twenty-two (22) whenever a self-contained special needs student is mainstreamed via an inclusionary program. It is understood that this provision will apply only in situations where the severity of the special needs student's disability warrants significant accommodation and modification to the regular education program.
7. With mutual consent of the Administration and NEA Portsmouth, the foregoing standards are subject to modification for physical education/ health, chorus, band, and/or experimental instruction. Experimental instruction shall be defined as those activities mutually agreed to by the Portsmouth School Department and NEA Portsmouth that require considerations of class size and schedule outside of the previously accepted norms.

Section B Teaching Hours and Teaching Load

1. All Grades:

1. The official length of the school day shall not exceed six and one-half (6 ½) hours. This figure is exclusive of the fifteen (15) minute period before and after the

school day. The high school shall divide the thirty (30) minute period into ten (10) and twenty (20) minute segments before and after school.

2. The school committee may submit proposals for release time to the Department of Education for approval. In order to schedule all staff members during release day workshops, the start and end of the normal workday may be altered but not extended without the consent of NEA Portsmouth. The President of NEA Portsmouth will be notified in writing within two (2) weeks of the Administration receiving permission of the Department of Education.
3. All teachers shall have a duty-free lunch period daily. Elementary teachers shall have a minimum of twenty (20) minutes.

2. **Elementary School Teachers**

1. Each teacher in the elementary schools shall be provided with a forty-five (45) minute span of time daily, known as a preparation/planning period. In instances where the schedule cannot provide a daily preparation period, the teacher shall have a total of five plan periods per week. This time will consist of a minimum of 180 minutes per five (5) day work week. Preparation/planning period blocks shall not be less than thirty minutes. One of the five planning preparation periods will be principal/administrator directed. One of the five planning periods will be teacher directed for the purposes of common planning. Three of the five planning periods shall be used at the teacher's discretion for preparation, planning, curriculum, conferencing, etc.
 - a. When school is only in session four (4) days a week, two (2) planning periods will be at the teacher's discretion, one (1) will be teacher directed common planning, and one (1) will be administrator directed.
 - b. When school is only in session three (3) days a week, (2) planning periods will be at the teacher's discretion, and one (1) will be administrator directed.
 - c. When school is only in session less than three (3) days a week, there will be no administrator directed planning time.
2. When possible, elementary itinerant teachers (art, music, physical education, library, etc.) shall have at least sixty (60) minutes per week of their planning time scheduled concurrent with other teachers of the same subject.
3. When space is available in an elementary school after satisfying the administration's need for regular academic classrooms, remedial reading, and library programs top priority for additional rooms shall be given to art and music.
4. School aides or their substitutes will relieve all teachers at the elementary schools of lunch and recess duty. In the event that the aide is absent, the building

principal will be required to make every effort to secure a substitute. In an emergency, when a substitute is not available, then the principal may assign a teacher to cover as follows:

- a. The principal must have taken all of the above steps to secure coverage.
 - b. The assignment of teachers must be strictly on a rotation basis with no teacher being assigned more than one coverage in each rotation.
 - c. The released time provided by relieving a teacher of non-teaching duties will be exclusive of planning time contained in Article IX, Section B, I, Number 4.
5. The administration shall provide substitutes enabling teacher to participate in IEP planning and to attend the IEP, RtI, and/or 504 meetings of students for which they are responsible.
 6. Recognizing the challenges of implementing literacy and numeracy Regulations, the Portsmouth School Department Administration will work cooperatively with the professional staff to provide support and build capacity to meet these requirements. When needed, coverage shall be provided for state mandated assessments and reports.

3. Middle School Teachers

1. No teacher will be assigned more than five (5) teaching periods per day.
2. Each teacher in the middle school shall be provided with a sixty (60) minute span of time daily, known as a preparation/planning period. In instances where the schedule cannot provide a daily preparation period, the teacher shall have a total of five planning periods per week. This time will consist of a minimum of 300 minutes per five (5) day work week. One of the five planning preparation periods will be principal/administrator directed. One of the five planning periods will be teacher directed for the purposes of common planning. Three of the five planning periods shall be used at the teacher's discretion for preparation, planning, curriculum, conferencing, etc.
 - a. When school is only in session four (4) days a week, two (2) planning periods will be at the teacher's discretion, one (1) will be teacher directed common planning, and one (1) will be administrator directed.
 - b. When school is only in session three (3) days a week, (2) planning periods will be at the teacher's discretion, and one (1) will be administrator directed.
 - c. When school is only in session less than three (3) days a week, there will be no administrator directed planning time.

3. The administration shall provide substitutes enabling teacher to participate in IEP planning and to attend the IEP, RtI, and/or 504 meetings of students for which they are responsible.
4. The amount of time assigned to Administrative Duties shall be equitable.
5. By June 1st, the building principal will meet with NEA Portsmouth to discuss the Administrative Duties for the following school year.
6. Recognizing the challenges of implementing literacy and numeracy regulations, the Portsmouth School Department Administration will work cooperatively with the professional staff to provide support and build capacity to meet these requirements. When needed, coverage shall be provided for state mandated assessments and reports.

4. Secondary School Teachers

1. No teacher shall be required to teach more than the existing block schedule. On a two (2) day block schedule, no more than five (5) classes shall be assigned and one (1) administrative duty. Each teacher shall have one (1) preparation period per day. Administrative duties shall be equally distributed. The High School shall have a schedule, the specific type of which will be established by the Principal and Assistant Principal, giving due regard to the recommendations of NEA Portsmouth and also giving due regard to rotation of schedule, program offerings, attendance, discipline, and inter-school scheduling.
2. One of the five planning preparation periods will be principal/administrator directed. One of the five planning periods will be teacher directed for the purposes of common planning. Three of the five planning periods shall be used at the teacher's discretion for preparation, planning, curriculum, conferencing, etc.
 - a. When school is only in session four (4) days a week, two (2) planning periods will be at the teacher's discretion, one (1) will be teacher directed common planning, and one (1) will be administrator directed.
 - b. When school is only in session three (3) days a week, (2) planning periods will be at the teacher's discretion, and one (1) will be administrator directed.
 - c. When school is only in session less than three (3) days a week, there will be no administrator directed planning time.
 - d. During the administrative periods, teachers may be called upon to cover classes, monitor study halls, provide tutorial assistance, or perform other reasonable duties conducive to the maintenance and efficiency of the department.
 - e. No teacher may be assigned more than three (3) class preparations (three [3] distinct groups as to grade level and subject content).

2. The administration shall provide substitutes enabling teacher to participate in IEP planning and to attend the IEP, RtI, and/or 504 meetings of students for which they are responsible.
3. Any change in the practice of assigning Administrative Duties to part-time teachers at 3/5^{ths} and above shall be mutually agreed upon by NEA Portsmouth and the Superintendent.
4. By June 1st, the building principal will meet with NEA Portsmouth to discuss the Administrative Duties for the following school year.
5. Recognizing the challenges of implementing literacy and numeracy Regulations, the Portsmouth School Department Administration will work cooperatively with the professional staff to provide support and build capacity to meet these requirements. When needed, coverage shall be provided for state mandated assessments and reports.

Section C Length of School Year

1. The work year for a regular classroom teacher shall not exceed one hundred eighty (180) instructional school days, not counting those days set aside for orientation.
2. All teachers may be called upon for one (1) day of orientation. One (1) extra day may be required for new teachers in the system.
3. Consenting teachers may agree to work if requested beyond the one hundred eighty (180) day period at 1/180th of their base salary per day.
4. The Administration may require all teachers to work additional hours/days beyond the traditional one hundred eighty-one (181) day school year as outlined below. The Administration will seek the input of NEA Portsmouth in the scheduling of these additional hours/days.
 - a. Eighteen (18) hours mandatory, non-instructional, and not compensated

Thirty (30) hours mandatory, non-instructional, and compensated at the hourly rate
 - b. When such additional time is scheduled the administration shall set a schedule that has a minimum of four (4) hours. The schedule shall set the schedule in conjunction with the school calendar, provided, however, that such days shall be contiguous or during the regular school year and not fall on weekends or holidays.

- c. The context of such hours or days may include faculty meetings, parent conferences, State or Federally mandated activities, or such other activities.
- d. Teachers will receive an agenda of the mandatory faculty meetings at least twenty-four (24) hours prior to each meeting. Teachers may suggest format and contents for these meetings.
- e. The Administration will inform NEA Portsmouth, through the President, at least thirty (30) school/work days prior to the intended implementation date of any additional time. The President will respond to the Administration following the next regularly scheduled NEA Portsmouth Executive Board monthly meeting.
- f. The Administration will notify all teachers no later than ten (10) school/work days prior to any additional time.
- g. Teachers unable to attend the required additional time may be excused by the building principal.
- h. If the State Department of Education mandates additional non-instructional days be added to the school calendar, these additional days will be counted as part of the additional mandated non-instructional days.

Section D Secretarial Assistance

A teacher shall have secretarial assistance when available upon request for work relating to the educational functioning of the teacher. The allocation of the secretaries is at the discretion of the principals.

Section E Accommodations for NEA Portsmouth

The President of the Association shall be provided with a telephone extension in a convenient area, if needed. The School Committee agrees to pay installation charges, and the Association shall be responsible for monthly charges. Additionally, the President of the Association shall be provided with a classroom computer. If the Association chooses to have a separate printer, the Association will be responsible for any charges associated with the printer, its ink replacement, and maintenance. However, the printer's software and installation shall be the responsibility of the network supervisor.

Section F Special Education

- 1. It is recommended to ensure quality for special education classes, that the state recommended numbers for such classes be adhered to.

2. It is further recommended that upon approval of the Special Education Supervisor and approval of the Superintendent and the School Committee, an aide or aides be hired if class size rises above state designated numbers or if circumstances warrant this.

Section G Payroll Deductions and NEA Portsmouth Dues

1. NEA Portsmouth dues shall be deducted automatically on an ongoing basis. Any teacher not wishing to join NEA Portsmouth or wishing to pay in cash shall notify the NEA Portsmouth Treasurer and the Payroll Department (a form will be distributed) prior to September 15th. Deductions are to be made from wages in equal amounts per pay check, commencing no later than the last pay period in October.
2. NEA Portsmouth shall notify the Superintendent of Schools on or before September 30th with the names of those teachers who indicate that they do not wish to be members of NEA Portsmouth. Teachers who are not members of NEA Portsmouth shall, as a condition of employment, authorize a deduction for the purposes of negotiating and facilitating a contract, a sum to be determined by NEA Portsmouth and/or its representative and which is to represent no more than a proportionate share of the costs of securing the benefits conferred upon all the teachers. This sum shall in no case exceed the regular dues paid by an NEA Portsmouth member.

Section H Exchange Teaching

Programs for exchange teaching shall be established for both domestic exchange teaching and foreign exchange teaching, upon the Superintendent's recommendation and the School Committee's approval.

Section I School Calendar

In view of the fact that NEA Portsmouth has a natural interest in the school calendar, it should be aware of what is taking place in its preparation; and for that reason, the NEA Portsmouth President shall be consulted. However, the final authority in setting the school calendar is to remain with the Superintendent and the School Committee.

Section J Substitute Teachers

1. The School Committee will make every effort to hire a substitute teacher for every teacher absence.
2. The Superintendent may, when notified that an absence will be for a period longer than ten (10) days, hire a substitute at the per diem rate of \$150 per day, exclusive of any other benefits contained in this Agreement.

Section K Teacher Certification

It shall be the responsibility of the individual teacher to secure the necessary credentials and make the necessary arrangements for certification as prescribed by state law.

Section L Performance-Based Dismissal, Layoff, Recall, and Displacement

1. The Committee acknowledges the distinction between a Performance Based Dismissal and a layoff for non-performance reasons.
2. Except in unforeseen circumstances, the following sequence shall be utilized to fill vacancies:
 - a. Recall from layoff,
 - b. Internal interviews (if any)
 - c. Job Assignment Process
 - d. Placement by the Superintendent of those deemed ineligible for the Job Assignment Process
 - e. External interviews (if any)
3. **Performance Based Dismissal.** A teacher dismissed/terminated/or non-renewed for performance shall be notified accordingly, and shall be furnished with a complete statement of the cause(s) for the dismissal by the governing body of the school. Such dismissal shall be consistent with the requirements of the Rhode Island General Laws.
 - a. Teachers dismissed/terminated/or non-renewed for job performance reasons may within the fifteen (15) days of written notice of said dismissal/termination/non-renewal, file notice of appeal pursuant to R.I.G.L. §§16-13-2 or 16-13-3.
4. **Reduction In Force or Layoff.** A reduction in force or layoff is an act by the Committee compelled by reasons (such as a fiscal deficit, school reorganization, program elimination, or reduction in student enrollment) unrelated to job performance which results in the layoff of a teacher who, but for the occurrence of said reason, would have been retained.
 - a. In order to retain a trained and effective staff it is the intention of the Committee to restore a RIF'ed teacher to his or her position at the soonest time practicable after the reason for the layoff ceases to exist provided the position remains available.
 - b. To the extent practicable, recalls from layoff shall take place prior to the close of the school year. The layoff/recall protocol shall not apply to any teacher dismissed for performance reasons (as provided above).
5. **Displacement.** A displacement is an act by the Committee compelled by reasons (such as a fiscal deficit, school reorganization, program elimination, or reduction in

student enrollment) unrelated to job performance, wherein the teacher is retained, although his/her position has been eliminated.

6. Layoffs during the 2013-2014, 2014-2015, and 2015-2016 School Years (method):

- a. Reductions In Force shall be by seniority, commencing with the most junior teacher within the affected area of certification.

7. Recalls during the 2013-2014, 2014-2015, and 2015-2016 School Years School Years: The recall of teachers on layoff shall be as follows:

- a. Teachers shall be recalled by seniority within the affected area of certification (that is, in the inverse order of layoff) to the positions from which they were RIF'ed provided the position remains available.
- b. Where a teacher cannot be recalled to her/his position, the RIF'ed teacher shall be recalled to the Job Assignment Process if qualified (as defined below).
 - 1) Where a teacher cannot be recalled to her/his position and the teacher is not qualified (as defined below), the RIF'ed teacher shall be placed by the Superintendent following the Job Assignment Process, provided there remains an existing open position. Such placement shall take place before external candidates are placed.
- c. Should the abolished position be restored prior to the start of the next school year, the teacher previously occupying the position shall have the right of first refusal to return to the restored position.

8. Displaced Teachers. A displaced teacher shall be permitted to participate in the Job Assignment Process.

Section M Seniority in the Portsmouth School System

1. Seniority in the Portsmouth School System shall use the following criteria to determine rank:
 - a. Start of teaching employment on a continuing full time basis;
 - b. Start of teaching employment on a continuing part time basis;
 - c. Former employment as a teacher in Portsmouth;
 - d. Long term/daily substituting - total number of days;
 - e. Former employment in a non-certified position in the school department; and
 - f. Date of School Committee appointment.
2. If rank cannot be determined after applying the above mentioned criteria, a lottery will be used to break a tie. The lottery will be conducted by the Administration with all parties invited to attend, as well as the President of NEA Portsmouth or

her/his designee. In no event will the lottery be conducted without representation from NEA Portsmouth.

3. A Seniority List will be compiled on a yearly basis. The Superintendent will submit a draft to the President of NEA Portsmouth by December 1st of each school year. NEA Portsmouth's Executive Board will verify the draft and submit disputes for resolution to the Superintendent and the President of NEA. Any questions or corrections on the Seniority List will be brought back to the Superintendent on the first school day after the holiday break.
4. The Seniority List becomes official and may not be challenged ten (10) days after its submission to administration. In any given year, only newly hired first year teachers may question their position on the seniority list. The Superintendent will give certified staff members an official copy of the final seniority list attached to posting for the first job fair being held. Any dispute regarding a teacher's position on the seniority list which cannot be resolved informally will be subject to the grievance procedure.
5. A teacher whose contract has been non-renewed and who has not been recalled within a four (4) year period shall lose all seniority rights and be dropped from the seniority and recall lists.
6. Teachers hired for part time positions who are employed for less than one hundred and thirty five (135) full days shall not be placed on the seniority list or have recall rights. If part time teachers are rehired, then their time in service shall be cumulative. Upon attainment of one hundred and thirty five (135) full days, they shall be placed on the Seniority List as of the one hundred and thirty fifth (135th) day and henceforth be given all rights of recall. Teachers who are emergency certified shall not accrue seniority rights in the Portsmouth School Department. Teachers hired for a one (1) year appointment will not be placed on the Seniority List. Teachers rehired for a subsequent year into a one (1) year appointment will accrue seniority according to Article IX, M, 1, c.

Section N Teachers Previously Employed by Regional Special Education

1. The seniority date of teachers previously employed by the Newport County Special Education Program and who are appointed to a teaching position in the Portsmouth School Department shall be the original date of appointment by the Special Education Program to a school in Portsmouth.
2. Seniority in Portsmouth shall not accrue during periods in which the teacher was employed by the Newport Program but assigned to a school outside of Portsmouth.

Section O Displacements and Relocations

1. Teachers shall be consulted regarding any changes in their programs and schedules, including the schools to which they will be assigned, the grades and/or subjects they will teach and any special or unusual classes or assignments that they will have. These assignments and relocations will not be arbitrary and the administration must give a reason for any assignment or relocation.

Section P Job Assignment Process

1. The Job Assignment process is the mechanism by which vacant positions (as defined herein) shall be awarded. Depending upon the number of positions, the process may be completed in one setting or more.
2. All vacant positions (as defined below) shall be posted and made available at the Job Assignment Process.
 - a. Vacant Positions are (1) those positions newly created by the Committee, and (2) those positions the Committee chooses to maintain resulting from any of the following events:
 - 1) Retirement
 - 2) Resignation
 - 3) Discharge
 - 4) Promotion
 - 5) Death
 - 6) Second Year Leave of Absence,
 - 7) Successful Transfer (including in the Job Assignment Process), or,
 - 8) A position which opens as the result of a layoff and to which the incumbent has not been recalled.
 - 9) A promotional position does not constitute a vacant position.
3. Any teacher, including those who currently occupy a position, may participate in the Job Assignment Process, subject to the terms contained herein.
 - a. Only those teachers meeting the Qualified Applicant criteria (below) or those teachers who have been displaced may participate in the Job Assignment Process.
 - 1) In addition to those teachers who have the right to participate in the Job Assignment Process through other provisions of this Agreement, participation in the Job Assignment Process is limited to those teachers who meet the following criteria:
 - (a) Possesses a current certification/endorsement required by the Rhode Island
 - (b) Department of Education for the position sought;

- (c) Was not issued a written notice of non-renewal or performance reasons pursuant
 - (d) to R.I.G.L. §§16-13-2 or 16-13-3; and, .
 - (e) Is not currently on a Corrective Action Plan.
- 2) Qualified Applicants for the 2014-2015 and 2015-2016 school year: In addition to those teachers who have the right to participate in the Job Assignment Process through other provisions of this Agreement, participation in the Job Assignment Process is limited to those teachers who meet the following criteria:
- (a) Possesses a current certification/endorsement required by the Rhode Island Department of Education for the position sought;
 - (b) Has been rated effective or better in both the “Professional Practices” and “Professional Foundations” domains (of the Rhode Island Department of Education evaluation model) in his/her two most recent evaluations*;
 - (c) Was not issued a written notice of non-renewal or performance reasons pursuant to R.I.G.L. §§16-13-2 or 16-13-3;
 - (d) Is not currently on a Corrective Action Plan; and,
 - (e) Has not been rated ineffective in any category in his/her two most recent evaluations.
 - (f) The above presumption (that a teacher is qualified) may be rebutted only by clear and convincing evidence.
- 3) In the event that the administration fails to complete the evaluation of a teacher in any given year, such will not prejudice the teacher’s recall rights and he/she shall be presumed for that year to have been rated “effective or better” exclusively for the purpose of recall and shall enjoy the recall rights attached thereto as outlined below. This presumption shall not apply in cases of termination for job performance. However, in the event that the evaluation is not completed by the administration due to failure to cooperate, unjustified or unapproved absences, etc. on the part of the teacher, then this paragraph and presumption shall not apply.
- b. Displaced Teachers. A displaced teacher shall be permitted to participate in the Job Assignment Process.
 - c. The Superintendent, after meeting with the Union, may waive any of the above factors if he/she concludes that a teacher will be more effective in a new assignment. The Superintendent shall indicate her/his reasons in writing with specificity for waiving any requirement and shall provide the explanation to the Union.

- d. Any teacher not meeting the above criteria shall be permitted to participate in the Job Assignment Process provided they receive authorization of the Superintendent in writing.
 - e. Teachers may only bid for positions within the grade span in which they have taught during the last three years (including the current school year). The grade spans are:
 - 1) PreK – Grade 6
 - 2) Grade 5 through Grade 8
 - 3) Grade 8 through Grade 12
 - f. Teachers who submit to the below process and receive the approval of the Superintendent may bid into a position NOT in his/her grade span.
 - 1) Any teacher not eligible to apply for a position under the above section (that is, any teacher who seeks a position outside of her/his grade span) may submit to an interview process in order to be considered for the position.
 - 2) The interview process must be completed prior to the Job Assignment Process. Factors to be considered shall be:
 - (a) Experience in the grade span
 - (b) Experience within the certification
 - (c) Evaluations
 - (d) Specialized training undertaken or possession of certification or endorsement relevant to the position
 - (e) Successful interview
 - 3) The determination whether the applicant is to be included with other candidates shall rest with the Superintendent. Such a determination is understood to mean the candidate is a “qualified applicant”.
 - g. In all cases, positions shall be awarded to the most senior applicant among qualified applicants (as indicated above).
 - h. In those cases where no otherwise qualified bargaining unit member has applied for a position, the position may be awarded to the most qualified applicant among the remaining applicants.
 - i. No teacher may take a position in the Job Assignment Process if it results in blocking the recall of a teacher on layoff.
4. Corrective Action Plan. No teacher shall be placed on a Corrective Action Plan unless he/she receives a rating of:
- a. Less than *developing* in the “Professional Practices” and “Professional Foundations” domains of the RIDE evaluation, or
 - b. *Developing* after having two successive ratings of *effective* or better.

- c. Sections 4.a and 4.b, immediately above should not be interpreted to prohibit the Union and the Administration from mutually agreeing to place a teacher on a plan of assistance. Such a mutually agreed to plan of assistance would not preclude that teacher's participation in the Job Assignment Process. Further, this provision and the limitations contained herein do not in any way prohibit the Superintendent and/or Committee from utilizing a Corrective Action Plan or similar tool with an employee or employees for disciplinary purposes when warranted (subject to the grievance process).
5. Effective September 1, 2013, no teacher shall be evaluated by any evaluator unless that evaluator has been trained in the evaluation tool and has successfully passed the test required.
6. The Superintendent shall have authority to involuntarily transfer a teacher for good and just cause, subject to the approval of the School Committee.
7. In the event that the RIDE evaluation system is eliminated, replaced, or modified in such a way that it substantively impacts the utilization of the tool as outlined herein, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains utilized herein, a change to the criteria of the domains, or a change in the ratings used in the RIDE evaluation model.
8. Any part-time position that is made full time must be considered a new position and, therefore, a vacancy. Filling this vacancy should not prevent a layoff from being rescinded nor displace a teacher.
9. One Year Leave of Absence:
 - a. Position is entered into the Job Assignment Process with the understanding that the position is a temporary one (1) year position.
 - b. The position that a teacher left to take the temporary position is no longer hers/his; the position is entered into the Job Assignment Process at the time that the teacher took the temporary job.
 - c. The teacher going on leave comes back to the same position at the end of the first year unless s/he was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher. The teacher who filled the temporary position will be either displaced or laid off according to the process defined in Article IX Section L.
 - d. If the teacher on leave does not come back at the end of the first year, the position is declared vacant and entered into the Job Assignment Process
5. Second Year Leave of Absence:
 - a. The teacher returning from leave after the second year is guaranteed a job unless laid off based on seniority and appropriate certification.

b. The teacher returning must bid on a position in the Job Assignment Process.

6. One/Two Year Medical Leave (paid/unpaid)

- a. All one (1) year medical leaves will be evaluated by the Superintendent to determine if the request falls under the criteria of this section.
- b. The position is entered into the Job Assignment Process with the understanding that the position is a temporary one (1) year position.
- c. The position that a teacher left to take the temporary position is no longer hers/his; It becomes a vacancy and is entered into the Job Assignment Process.
- d. The teacher going on a one year medical leave comes back to the same position unless s/he was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher or laid off according to the process defined in Article IX Section L. The teacher from NEA Portsmouth who filled the temporary position will be either displaced or laid off according to the process defined in Article IX Section L.
- e. If the teacher on a one (1) year medical leave terminates her/his employment, the position is declared vacant and is entered into the Job Assignment Process.
- f. If the teacher on a one (1) year medical leave is granted additional years of medical leave, the teacher from NEA Portsmouth who filled the temporary position may continue in that position until the teacher on the medical leave comes back (the concept of Letter d above applies) or terminates her/his employment (concept of Letter e above applies). Upon return from the two (2) year medical leave, the teacher will return to their same position. If the teacher returns after three (3) or more years, the teacher is guaranteed a position in his/her area of certification, but not necessarily the same position.

7. Bundling

- a. The term bundling shall be defined as the creation of a position by the combination of two (2) or more existing part-time positions and requiring multiple teaching certificates. For example, the combining of an existing 2/5th Math position and an existing 3/5th English position to a full-time Math/English position would be considered a bundled position.
- b. Prior to positions being bundled as described in Letter a. above, the separate positions must be offered in the Job Assignment Process affording bargaining unit members the opportunity to bid on these part-time positions. The administration would maintain the right to prevent bids on the part-time positions when it is unreasonable for the person to fulfill the requirements of the part-time position due to issues such as conflicts in building assignments,

schedules, and position work day. An extension of the contractual work day may be allowed in these cases; however, such extensions shall not warrant an increase in pay.

- c. Should part-time positions not be selected during the Job Assignment Process, The administration shall have the right to combine these part-time positions into one (1) position if desired, including the requirement for multiple certification if appropriate.
 - d. Newly created positions can be bundled as determined by the administration and must proceed according to the Collective Bargaining Agreement and go to the Job Assignment Process in that form.
 - e. When a bundled position becomes vacant, it must go to the Job Assignment Process as bundled.
 - f. Should bundled positions not be selected during the Job Assignment Process, The administration shall have the right to separate the bundled positions, if desired, into part-time positions.
 - g. Part-time positions within the same certification may be combined at any time (i.e. a 2/5th English and a 3/5th English becoming vacant at the same time can be combined into one (1) full-time job prior to the Job Assignment Process).
 - h. Should a full-time member opt for a part-time position thereby creating a new part-time position due to the relinquishing of part of the original teaching assignment, the new part-time vacancy shall be offered at in the Job Assignment Process in accordance with the provisions of the Job Assignment Process language. If unfilled through the Job Assignment Process, the administration may bundle such positions in accordance with Letter c. above.
 - i. If the leadership of NEA Portsmouth does not raise objections to the bundling or unbundling of positions during the Job Assignment Process, The bundling or unbundling shall be at the discretion of the administration.
13. All assignments shall be made in compliance with all non-discriminatory laws, rules, ordinances, and regulations established by the School Committee, Town of Portsmouth, State of Rhode Island, and United States Federal Government.
14. If, at any time in the future, any circumstance arises that is not covered under this Article, a resolution shall be sought between the Superintendent and NEA Portsmouth. If no agreement is reached, then actions taken by the Superintendent may be subject to the grievance procedure.

ARTICLE X: GENERAL PROVISIONS

Section A Teacher's Personnel File

1. Upon request by individual teachers, teachers shall be given access to their School Department file.
2. No material, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in the files unless the teacher has had an opportunity to read and initial the material. Such signature does not necessarily indicate agreement with its content.
3. Teachers have the right to attach comments to any material placed in their file.
4. Upon receipt of a written request, teachers shall be furnished a reproduction of any material in their file, excluding references and information obtained in the process of evaluating the teacher for employment.
5. Access will be available only in the presence of a representative of the Superintendent's Office.
6. Any written complaints regarding a teacher made to the administration by any parent, student, or person will be promptly called to the teacher's attention.

Section B Rights of Representative Organization

1. NEA Portsmouth representatives shall be allowed release time without loss of salary for negotiation sessions or grievance hearings conducted during the school day, upon the call of the administration.
2. NEA Portsmouth representatives shall be granted leaves of absence for full-time service to educational organizations without loss of tenure or loss of increment(s), upon recommendation of the Superintendent and approval of the School Committee.

Section C Teacher Evaluation

1. The Rhode Island Model Teacher Evaluation and Support System (RIMTESS) will be the model used to evaluate teachers in the Portsmouth School Department. All observations and monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by the primary evaluator who shall be a Portsmouth School District certified school-based or district administrator formally trained in the Rhode Island Model Teacher Evaluation & Support System. These individuals may also serve as complementary evaluators as determined appropriate by the Superintendent. All state and local decisions regarding the RIMTESS will be clearly detailed and widely disseminated.

2. **The Employee Performance Improvement Plan shall be consistent with the RIMTESS. A Performance Improvement Plan shall provide extensive support for teachers who are not meeting expectations. The implementation of such a plan is a responsibility laid upon the principal and/or supervisory staff by the District Evaluation Committee and the Superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand. Teachers shall respond in a positive manner to the Performance Improvement Plan. The District evaluation committee agrees to fully fund any training or materials specified in a performance improvement plan.**
 - a. **A Performance Improvement Plan may be utilized at any time during the school year but under normal circumstances, teachers on track to receive a final effectiveness rating of ineffective must be placed on a performance improvement plan by the mid-year conference. Teachers rated 'developing' at the conclusion of the school year will be placed on a performance improvement plan commencing the following academic year. The primary evaluator and teacher shall meet to discuss areas of performance to be addressed by the plan. The primary evaluator and teacher will mutually develop the improvement plan. The teacher may select an 'effective' or 'highly effective' peer to participate in the development and implementation of the improvement plan. An NEA Portsmouth Representative will be included in the Performance Improvement Team.**
 - b. **All teachers on Performance Improvement Plans will complete self-assessments.**
3. **Before any changes are made in the Portsmouth implementation of the RIMTESS evaluation instrument, the Association shall be consulted and shall assist in any revisions of the present system or in the preparation of a new instrument. The Committee and the Association agree that any changes in the evaluation instrument shall be mutually agreeable, unless mandated by the RI Dept. of Education.**
4. **EVALUATORS**
 - a. **The teacher's primary and any potential complementary evaluator(s) will be determined and disseminated within the first ten (10) days of school. The complementary evaluator may be included at any time in the evaluation process.**
 - b. **Teachers may request a different evaluator at the beginning of the school year. Teachers may also request the complementary evaluator at any point during the school year. Requests will be made to the Superintendent through the Building Principal and must include the reason(s) for such request. The denial of said request by the Superintendent shall not be arbitrary or capricious.**

- c. No teacher will be observed for evaluation purposes except by a Portsmouth School District certified school-based or district administrator District-approved evaluator who has successfully completed the RIMTESS evaluation training.

5. District Evaluation Committee

- a. A District Evaluation Committee of up to twelve members, consisting of administrators and faculty, shall be appointed by mutual agreement of the Superintendent and the President of NEA Portsmouth.
- b. An MOA titled "Portsmouth School District Implementation of the Rhode Island Model Teach Evaluation & Support System" is included at the end of this collective bargaining agreement.
- c. The District Evaluation Committee retains the option of revising the "Portsmouth School District Implementation of the Rhode Island Model Teach Evaluation & Support System" MOA prior to June 1, 2014 for the following school year.

6. APPEALS

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

7. COMPLAINT PROCEDURE

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

8. TEACHER FILES

- a. Upon request and with twenty-four (24) hours' notice, teachers shall be given access to their personnel files, which are maintained both at the central administration and school building levels, excluding references and information regarding their initial employment in the Portsmouth School Department.

- b. Teachers may have any person(s) of their choosing present when they inspect their files. No material derogatory to the teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in the file. A teacher shall have the right to respond in writing to any material filed, and such response shall be attached to the file material.

Section D Regional Programs

In the event that Portsmouth joins any regional LEA (Local Education Association), teachers hired by the School Committee currently covered by this contract shall remain so covered.

Section E Non Discrimination

1. All assignments shall be made on the basis of qualifications, provided, however, that when two (2) or more teachers are equally qualified, seniority in the Portsmouth School System shall control.
2. All assignments shall be made in compliance with all non-discriminatory laws, rules, ordinances, and regulations established by the School Committee, Town of Portsmouth, State of Rhode Island, and United States Federal Government.

Section F Management Rights

There is reserved exclusively to the School Committee all responsibilities, powers, rights, and authority expressly vested in it by the laws and constitutions of Rhode Island and of the United States. It is agreed that the School Committee retains the right to establish and enforce reasonable rules and policies which are not inconsistent with this Agreement.

Section G No Strike Clause

NEA Portsmouth agrees that during the term of this Agreement, it will not condone or participate in a strike against the School Committee.

Section H Mentoring

NEA Portsmouth and the Portsmouth School Committee recognize the school department's responsibility to provide a mentoring program to enhance the performance of newly hired teachers and teachers moving to new positions. Any changes to the existing mentoring program must be mutually agreeable.

Section I Flex Time

Implementation of Flex Time schedules must be mutually agreeable by the Administration and NEA Portsmouth.

Section J Electronic Notice

Whenever this contract requires either party to notify the other party in writing, the notice provision shall be presumed to be satisfied by the use of electronic notice in lieu of certified mail or other mailing. This provision for alternate notice shall apply to all provisions of this contract, including but not limited to the grievance procedure.

ARTICLE XI: MEETINGS

The NEA Portsmouth and the School Committee recognize that after-school meetings are necessary and essential to the efficient operation of the school department.

Section A Open House

1. Teachers shall be required to attend one (1) annual Open House meeting.
2. The duration of the Open House shall not exceed two (2) hours.
3. Teachers unable to attend the required Open House may be excused by the building principal.

Section B Faculty Meetings

1. All faculty members assigned to the building and those who are considered itinerant who are unable to attend faculty meetings must inform their supervisor or principal that they are unable to attend, if so required.
2. Teachers shall receive an agenda of the faculty meetings at least twenty-four (24) hours prior to each meeting, except in cases of emergency. Teachers may suggest format and contents for these meetings.

Section C Crisis Management Plan

Teachers shall participate in the Crisis Management Plan when possible.

ARTICLE XII: RETIREMENT

Section A Health Insurance

1. Effective October 1, 2013, a teacher who notifies the Superintendent of their irrevocable retirement between January 1st and June 30th to be effective as of the last day of the current school year and who has been employed by the Portsmouth School Department for at least 15 years and has reached the retirement date determined by the Employees Retirement System of Rhode Island (ERSRI) or older at the time of retirement shall be eligible to receive six (6) years of individual health coverage provided by the School Department. The School

Department and the retiree shall share the cost of purchasing the individual health insurance coverage. For each of the six years of post-employment coverage, the School Department shall pay an amount equal to that year's individual health coverage premium less the co-share percentage in effect at the time that the teacher retires. For each of the six years of post-employment coverage, the teacher shall pay an amount equal to that year's individual health care coverage premium multiplied by the co-share percentage in effect on the date of their retirement.

2. Any teacher that is eligible for post-retirement health coverage as described in number 1. above may elect to decline such coverage and receive a one-time cash incentive bonus of \$3,500. Once health coverage is declined by the retiree, School Department provided health coverage is no longer available to the retiree post retirement other than as described in number 5 below.
3. If a retired teacher becomes eligible for health care coverage from another employer during the six year post-employment benefit period then coverage through the department shall end and the teacher shall not be eligible for further health care coverage through the School Department. Retired teachers will be required to certify each year whether or not they are eligible for coverage through a new employer.
4. Notwithstanding the above, any retired teacher receiving post-retirement health care coverage who becomes eligible for Medicare during the six year post-retirement benefit period shall cease to be eligible for health care coverage through the School Department. Their health coverage through the School Department shall end on the last day of the month prior to the month in which they become eligible for Medicare. The School Department shall not be responsible for providing any further health care coverage during the post-retirement period for retirees eligible for Medicare.
5. A retired teacher eligible for post-retirement health coverage as described in 1. above and whose six year post-retirement benefit period has ended prior to them becoming eligible for Medicare shall be permitted to purchase individual health care coverage through the School Department at group rates in effect at that time. The retired teacher shall be responsible for the entire cost of any individual health coverage purchased and the School Department shall not be responsible for paying for any portion of said coverage. Any retired teacher who becomes eligible for Medicare will no longer be eligible to purchase health coverage through the School Department and any coverage then in effect will end as of the last day of the month prior to the month in which they become eligible for Medicare.

Section B Unused Sick Days

1. A teacher who retires will be paid for all unused sick days at the rate of thirty five (35) dollars/day according to the following options:
 - a. 135 to 170 (maximum of 35 days)
 - or
 - b. any days beyond 170

Sick days may accrue to one hundred seventy (170) days for the purposes of sick leave; additional days may accrue for purposes of severance at retirement, up to the cap of \$11,000. Teachers retiring may be paid for either option.

2. The total amount of payment for unused sick leave shall not exceed eleven thousand (\$11,000) dollars.

Section C Early Notification Incentive

1. Eligibility

Any teacher in the Portsmouth School Department who wishes to take a one-time advantage of the Early Retirement Incentive Plan may do so provided the following are satisfied:

- a. The teacher has been employed by the Portsmouth School Department for a minimum of fifteen (15) years and is at least ERSRI age eligible years.
- b. The teacher has met all the requirements of the Retirement System of Rhode Island and is eligible to begin collecting retirement benefits under the plan as of their retirement date.
- c. The teacher must notify the Superintendent of Schools, in writing, not later than February 1st of the school year of retirement. This letter of resignation for the purpose of retirement must contain an irrevocable resignation effective the last day of school. The letter of resignation for the purpose of retirement cannot be rescinded except in case of an extreme emergency as determined by the Superintendent.
- d. Any teacher granted disability income through the Rhode Island Teachers' Retirement System and otherwise eligible for this incentive shall have the February 1st date waived.
- e. The early retirement incentive shall not be included when calculating pensionable income.

2. Benefits

- a. A four thousand five hundred (\$4,500) dollar cash incentive bonus, payable on or before July 5th of the calendar year of retirement.

or

- b. Three (3) additional years of individual health care coverage beyond the six (6) year post-retirement benefit period available to eligible retirees per Section XII at the cost described therein and subject to the restrictions regarding termination of coverage due to eligibility for coverage under Medicare or from a new employer. The retiree must not decline post-retirement benefits available under section XII to choose this option.

ARTICLE XIII: SEVERABILITY

Should any part of this Contract be ruled invalid by court decision, all other parts remain in effect.

ARTICLE XIV: AMENDMENT

1. If any provision of this Agreement is or shall at any time be contrary to law or Rhode Island State Department of Education regulations, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
3. There will be no waiver or modification of any of the Agreements, terms, or provisions contained in this Agreement by any teacher with the School Committee.
4. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.
5. The rights and benefits of teachers provided in this Agreement are in addition to those provided by the Town of Portsmouth, State of Rhode Island, and Federal Law, rules, ordinances, or regulations.

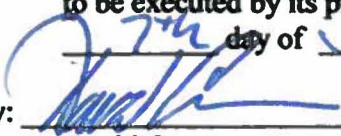
ARTICLE XV: DURATION

1. This Agreement shall be effective as of September 1, 2013, and shall remain in full force and effect and shall bind and inure to the benefit of the parties hereto and their successors to and including August 31, 2016.

2. IN WITNESS WHEREOF, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized and signed this


7th day of January 2014.

By:



David Croston
Chairperson

By:



Amanda Boswell
President

Memorandum of Agreement
Portsmouth School District Implementation of
the Rhode Island Model Teacher Evaluation & Support System

The Portsmouth School Committee and NEA Portsmouth hereby agree:
The following terms shall be used to determine the Portsmouth School District's implementation of the flexibility factors in the Rhode Island Model Teacher Evaluation & Support System. The District Evaluation Committee has the option of revising this agreement prior to June 1, 2014.

1. The primary evaluator shall be a Portsmouth School District certified school-based or district administrator formally trained in the Rhode Island Model Teacher Evaluation & Support System. These individuals may also serve as complementary evaluators as determined appropriate by the Superintendent.
2. Pre-observation and post-observation conferences may be requested by the observer or the teacher
3. Department Heads, House Leaders, Directors, and System-wide Supervisors may serve as observers with responsibilities limited to the following:
 - a. Supporting teachers with the development and monitoring of Professional Goals and/or Student Learning Objectives.
 - b. Conducting unannounced observations and providing written feedback to teachers, specifically in the areas of content knowledge and instructional pedagogy in the content area.
 - c. Conducting announced observations with the primary evaluator and contributing to the written feedback provided as a result of said observations.
 - d. In no instance shall these individuals provide ratings at any point in the evaluation process.
 - e. Department Heads, House Leaders, Directors, and System-wide Supervisors may only observe teachers under their direct supervision.
4. Announced observations will be scheduled at a mutually agreeable time and date by the observer(s) and the observed teacher. The observer(s) may specify the context of the observation (for example, period 4 math class). For announced observations only, teachers shall submit a completed lesson plan on the standard lesson plan template at least three (3) days prior to the scheduled observation.
5. The primary evaluator may require up to one (1) additional announced observation for non-tenured teachers, and may conduct up to two (2) additional unannounced observations of non-tenured teachers, or those teachers rated as *Developing* or *Ineffective* on their most recent Summative Evaluation.
6. Written feedback specifically aligned to the Rhode Island Model Teacher Evaluation System shall be provided to teachers within seven (7) school days of any unannounced or announced observation.

7. **Beginning of Year, Mid-Year, and End of Year conferences shall be scheduled at a mutually agreed upon time by the primary evaluator.**
8. **Pre-approved, School-Wide Professional Goals shall be available for teachers at each school, aligned to school and/or District priorities and the school administrator(s)' professional goals on or before Orientation Day. Flexibility shall be afforded to teachers who may desire or require an alternate professional goal.**
9. **Student Learning Objectives (SLOs) shall be established based on the guidelines provided by RIDE.**
 - a. **SLO's may focus on key areas of reading, writing and/or mathematics and be aligned to school-wide administrator SLOs.**
 - b. **Grade-level, department, and/or same-course teachers may collaborate on the design of SLOs with the expectation that benchmark targets be differentiated based upon the entry points of their individual students.**
 - c. **Reasonable flexibility shall be afforded to teachers in the selection and design of SLOs whenever the considerations included herein are not applicable.**
 - d. **If a teacher has more than two course preps or teaches more than two subjects, she or he may choose to focus their SLOs on the preps or subjects that include the majority of their students. Or, the teacher may choose to focus on an area of greatest need, even if that includes fewer students.**
 - e. **In all cases, SLOs must meet the necessary requirements for approval by the primary evaluator as defined by RIDE guidelines. Primary evaluators must review and approve SLOs before 25% of the course has elapsed.**
10. **Self-Assessments shall be optional for teachers, except for those teachers on improvement plans.**
11. **All required documentation and artifacts shall be submitted to the primary evaluator by January 15th for non-tenured teachers and by May 1st for tenured teachers, provided that all observations have been completed and written feedback received. The primary evaluator shall consider all available documentation to produce a Summative Evaluation draft that is forwarded to the teacher at least five (5) working days prior to a scheduled end of year Summative Evaluation conference. Teachers shall have the option of introducing additional reasonable evidence to refute an individual rating on the draft, and the primary evaluator shall consider such evidence and adjust ratings as appropriate.**
12. **The entire evaluation process shall be completed by February 15th for non-tenured teachers and by June 1st for tenured teachers, except that reasonable flexibility shall be provided when assessment data for Student Learning Objectives (SLOs) is not available prior to this deadline. In such cases, SLO ratings will be incorporated into the final Summative Evaluation upon submission and scoring, but not later than June 15th of the evaluation year.**

MUST HAVE NEW APPENDIX A

HealthMate
COAST-TO-COAST



Deductible Plan Variation Benefit Summary

HealthMate Coast-to-Coast focuses on preventive care, setting the foundation for continued good health. Plus, you benefit from:

- **An extensive nationwide network.** You can receive in-network coverage from more than 630,000 doctors and 4,300 hospitals through the BlueCard® PPO network.
- **No paperwork for in-network services.** Simply show your BCBSRI member ID card, and the provider will do the rest. You're only responsible for paying any applicable copayment, coinsurance, or deductible.
- **The freedom to choose.** If you visit an out-of-network provider for covered services, simply pay for the service up front and then file a claim for reimbursement. You may have to pay higher out-of-pocket costs when you visit non-network providers. Please see your plan's subscriber agreement for details or call Customer Service.

	Within the BlueCard® PPO Network you pay:	Outside of the BlueCard® PPO Network you pay:	Notes
Deductible	\$150 per individual	\$250 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.
Coinsurance	0%	20%	
Out-of-pocket maximum	\$0 per individual	\$2,500 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.
<i>Please remember that you are responsible for paying any copayment, coinsurance, 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 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. As usual, pay the provider the total amount shown on the invoice labeled "Your Responsibility" on the EOB.</i>			
Preventive Care			
Adult preventive care	\$0	plus 20% after deductible	Includes physical exam and one gynecological exam per calendar year.
Pediatric preventive care	\$0	\$15 plus 20% after deductible	Pediatric preventive care covered according to federal guidelines.
Immunizations	\$0	\$15 plus 20% after deductible	Includes adult, pediatric, and travel immunizations.
Lab services, machine tests, and X-rays	\$0 (Deductible does not apply)	20% after deductible	Includes PSA screens, screening prostate-specific antigen (PSA) tests.
Office Visits			
Primary care physician (PCP)	\$15	\$15 plus 20% after deductible	
Specialist	\$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.
Outpatient Services			
Outpatient medical/surgical care (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.
Lab services, machine tests, and X-rays (diagnostic)	0% (Deductible does not apply)	20% after deductible	

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continued

Your Prescription Drug Plan



Your prescription drug plan divides all covered drugs into four different levels (tiers).

Tier 1, Tier 2, and Tier 3 drugs are listed in the Preferred Drug List. **Tier 4** drugs are listed in the Specialty Drug List. Both lists can be found on BCBSRI.com.

		Co-payment per 30-day supply	Mail Order 90-day supply
Tier 1	Low cost generic drugs	\$5	\$12.50
Tier 2	Higher cost generic and preferred brand name drugs	\$15	\$37.50
Tier 3	Non-preferred brand name drugs	\$30	\$75
Tier 4	Specialty drugs	\$90*	N/A

*Prescribed over-the-counter aspirin, folic acid, eye supplements, and smoking cessation medications purchased at a retail pharmacy are covered at 100% according to federal guidelines.

***Fertility drugs, including oral and injectable drugs, are covered with a 20% coinsurance.**

Filling Prescriptions

Network retail pharmacies. Our network includes approximately 64,000 retail pharmacies. Please visit BCBSRI.com for our participating pharmacy directory.

Mail order through CVS Caremark. You can order up to a 90-day supply of most drugs through the mail (excludes specialty drugs).

- You can access CVS Caremark by logging in to BCBSRI.com. Select "Pharmacy" on the left hand side of your member home page and follow the prompt from there.
- You can also call CVS Caremark at 1-866-278-3069 (TDD 1-800-251-4403).
- To request a mail order brochure, please contact BCBSRI Customer Service.

About Specialty Drugs

Specialty drugs must be purchased at one of the participating specialty pharmacies listed below to receive the maximum benefit. You can receive up to a 30-day supply at a time.

Caremark Specialty Pharmacy Services
1-866-278-6634

Village Fertility Pharmacy
1-877-334-1610

You or your doctor may need to get prior authorization (pre-approval) for some specialty drugs before they will be covered.

Using Out-of-network Pharmacies

Tier 1, Tier 2, and Tier 3: There is no coverage for non-participating retail and mail order pharmacies.

Tier 4: If you purchase a specialty drug at a non-participating specialty pharmacy, you must pay for it in full at the time of purchase. You will be reimbursed at 60% of our allowance for most specialty drugs. Specialty infertility drugs will be reimbursed at 80% of our allowance.

Saving Money on Prescription Drugs

Choose generic drugs when appropriate. Generic drugs have the same active ingredients as their brand name equivalents, and are approved by the U.S. Food and Drug Administration (FDA). Ask your doctor if you can take a generic drug.

Choose over-the-counter drugs whenever possible. Over-the-counter drugs (OTCs) are medications that do not require a prescription. Most are less expensive than their prescription equivalents, but have the same active ingredients. Ask your doctor if an OTC drug is available for you.

Choose a lower-cost drug within the same class when appropriate. All drugs are grouped into classes, based on the medical conditions they treat. These drugs,

though, are not necessarily in the same tier under your prescription drug plan. If you are taking a high-cost drug, there may be a less expensive alternative drug that is in the same drug class. Ask your doctor if a lower-cost alternative is available.

Half-tablet program: With your physician's approval, you can have certain prescriptions filled at double the strength, get half the amount of pills and only pay half the amount of your drug copayment. You will be provided a pill splitter with this voluntary program and will take a half-tablet dosage instead of a whole pill. Consult with your physician to see if this practice is safe for the medications and dosages prescribed to you.

If you have any questions related to your prescription drug program, please call us at the appropriate number below.

Customer Service for BlueCHIP plans: (401) 274-3500 (within RI) or 1-800-664-0888 (outside of RI only)

Customer Service for all other BCBSRI plans: (401) 459-6000 (within RI) or 1-800-688-2887 (outside of RI only)

Telecommunications Device for the Deaf (TDD): 1-888-252-5051



600 Exchange Street • Providence, RI 02903-0000
Blue Cross & Blue Shield of Rhode Island is an independent company of Blue Cross and Blue Shield of Rhode Island.

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Grievance Checklist:

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

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

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

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

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

Important notes: -

“Grievance machinery under a collective bargaining agreement is at the very heart of the system of industrial self-government.”
Justice William O. Douglas (1898-1980), longest serving justice on the U.S. Supreme Court (1939—1975) 1960.