

AGREEMENT BETWEEN

THE NEA SMITHFIELD

AND

THE SMITHFIELD SCHOOL COMMITTEE

September 1, 2017 – August 31, 2020

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ARTICLE 1: PREAMBLE

In order to effectuate the provisions of Chapter 9.3 of Title 28 of the General Laws, this agreement is made and entered into on the first day of September 2011 by and between the Smithfield School Committee (hereinafter called the “Committee”) and the NEA Smithfield (hereinafter called the “Association”).

ARTICLE II: RECOGNITION

In accordance to and within the authority and limits established by Title 28 of the General Laws, the Committee recognizes the Association as the exclusive and sole negotiating agent for the certified teachers of the Smithfield School System concerning hours, salary, working conditions, and all other terms and conditions of professional employment, as the result of an election conducted by the State Labor Relations Board in a manner described in and authorized by the pertinent sections of Chapter 9.3 of Title 28 of the General Laws, the said election being filed by the State Labor Relations Board as case number EE-1681. Certified teachers shall mean certified personnel, excluding per diem substitutes, in the Smithfield School System. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as “teachers”.

ARTICLE III: GRIEVANCE PROCEDURE

A. Definition:

A grievance is any claim, complaint, or dispute over the interpretation or application of the terms of this Agreement.

1. Discipline

Any claim that discipline was not for just cause may be the subject of a grievance initiated in Step Two of the Grievance Procedure.

2. School Committee Rules:

Any dispute that School Committee policies, rules and regulations conflict with any of the terms of this agreement may be the subject of a grievance initiated in Step Three.

3. Teacher or Association:

Grievances may be initiated by individual teachers or by the Association where a group of teachers feel aggrieved.

B. Grievance Procedure

- 1. Step One:** The teacher or the Association may present the grievance in writing to the teacher’s principal who shall arrange for a meeting to take place within four (4) school days after receipt of the grievance. The Association’s representative, the aggrieved teacher, and his/her principal will be present for

the meeting. The principal must provide the aggrieved teacher and the Association with a written answer on the grievance within two (2) school days after the meeting.

2. Step Two: If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent or his/her official designee within six (6) school days after the receipt of Step 1 answer or within eight (8) school days after the Step 1 meeting, whichever is the later. The Superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee to take place within six (6) school days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have four (4) school days in which to provide a written decision to the Association.
3. Step Three: If the Association is not satisfied with the disposition of the grievance at Step 2, or no decision is rendered within the time limits, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) calendar days after the date for the Step 2 reply, then the grievance shall be deemed withdrawn.

C. Arbitration

1. Neither the Committee nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper.
3. Each party shall bear the full cost for its outside representation in arbitration. The cost of the neutral arbitrator and the AAA shall be divided equally between the parties.
4. Should either party request a transcript of the proceedings, then that party will bear the full cost for that transcript. Should both parties order a transcript then the cost of the two transcripts shall be divided equally between the parties.

D. General Conditions Pertinent to the Proceedings of a Grievance:

1. The Committee acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level and

no teacher shall be required to discuss any grievance if the Association's representative is not present.

2. Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Class grievances involving more than one principal, and grievances involving an administrator above the building level, may be filed by the Association at Step 2. If a grievance arises out of an action of the Committee, it may be filed directly to the Committee by the Association.
3. No reprisals of any kind shall be taken by the Committee or the school administration against any teacher because of participation in the grievance procedure.
4. The Committee and the Administration shall cooperate with the Association in its investigation of any grievance, and shall provide the Association with any existing information necessary for the processing of any grievance, and further, shall provide access to School Department records for information which is not so provided.
5. Should the investigation or processing of any grievance require that a teacher or an association representative be released from his/her regular teaching assignment, he/she will be released without loss of pay or benefits.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. Calendar days shall be used instead of school days at the end of the school year in processing grievances.
8. Grievances shall be filed by the teacher and/or Association within 45 school days of when the teacher and/or Association knew or should have known of the event.

ARTICLE IV: GENERAL

- A. The Committee shall not discriminate in any manner against any teacher as a result of membership or participation in the activities of the Association or the exercise or rights granted by this agreement.
- B. The Association shall have the right to use school facilities provided such use will not interfere with regular school use and/or the operation of the school activities, pursuant to the policies established by the Committee.

- C. The Association has the right to place notices, circulars, and other material on faculty bulletin boards and in teachers' mailboxes.
- D. The Association's officers and representatives have the right to the use of an office telephone. Permission must be obtained from principal or designee to use phones and such permission shall not be unreasonably withheld. The Association shall reimburse the school department for all toll charges involved with the use of the office telephone.
- E. The Committee shall make available to the Association the agenda items for each regular Committee meeting. The Association shall be allowed to reproduce official minutes of each non-executive committee meeting at the same time as they become available to the Committee.
- F. When the Superintendent is preparing the school calendar, he/she shall invite the President and the President Elect of the Association to consult with him/her. The calendar shall be established no later than June 30th.
- G. The Association has the right of access to all public School Department information and any other data requested which is considered pertinent by the Committee.
- H. One (1) teacher who has served in the Smithfield School Department for at least three (3) years and who has been designated by the Association shall, upon request to the Superintendent, be granted a leave of absence for one (1) or two (2) school years without pay to serve as a staff representative or elected official of the Association and without loss of increment or benefits held when request is made provided that such request is made prior to March 1.
- I. Despite references herein to the Committee, the Superintendent and the Association, as such, each reserves the right to act hereunder by Committee, or through designated representatives.
- J. At the option of either the Superintendent or the Association, and to facilitate communication and cooperation between the parties, the Superintendent and a representative of the Association shall meet at a mutually convenient time and place.
- K. If any provision is, or shall be at any time, contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is, or shall be at any time, contrary to law, all other provisions of this Agreement shall continue in effect.
- L. For the duration of this Agreement, this Agreement shall supersede any rules, regulations or practices of the Committee which shall be contrary to its terms, and the provisions of this Agreement shall be considered part of the policies of the Committee.

- M. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation to either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE V: EMPLOYMENT STANDARDS

- A. Election of all teachers to contract status shall be in accordance with the provisions of all pertinent State and Federal laws and/or those regulations properly issued under the authority of such laws. A teacher in the Smithfield School system shall meet all requirements for certification (including emergency certification) for the position in which he/she is employed.
- B. The selection and placing of teachers on a tenured status shall be the sole responsibility of the Committee acting on the recommendation of the Superintendent. The Superintendent shall consult with all personnel that he/she deems necessary before making such recommendation.
- C. All suspensions or dismissals of teachers, tenured and non-tenured, shall be in accordance with the statutes of Rhode Island. Terminated teachers shall be informed of their rights by the Committee or its authorized agent.
- D. All teachers shall be notified at the beginning of each school year regarding their current salary, salary step, additional increments and number of accumulated sick days.
- E. All teachers shall, when requested, sign an intent to continue teaching form for the following year on or before the 15th day of December preceding the next school year.

ARTICLE VI: TEACHING HOURS AND LOAD

- A. The school year shall consist of 181 days. One day shall be for the purpose of parent conferences, which will be scheduled for 6.75 hours, include a one hour dinner break, and conclude no later than 9:00 PM. Every effort will be made to hold parent conferences within one week following the distribution of report cards.

In addition, there shall be 16.5 hours of Professional Development Committee approved professional development (PD).

All teachers shall participate in 5.5 hours of district sponsored PD on the day before the first day for students which shall include a one hour faculty orientation meeting.

In addition, all teachers shall participate in district sponsored PD as follows:

On the day of high school and middle school parent conferences, elementary teachers shall participate in 5.5 hours of PD.

On the day of elementary school parent conferences, high school and middle school teachers shall participate in 5.5 hours of PD.

Teachers shall submit verification of completion of the remaining 5.5 hours of district-approved PD no later than May 15th.

Upon verification of completion of 16.5 hours of district-approved professional development activities, teachers will be compensated \$250 per 5.5 hours no later than June 30th.

- B. The teacher's day shall not exceed a maximum of six (6) hours and forty-five (45) minutes per school day. The teacher's professional development day shall be defined as 5.5 hours.
- C. Teachers shall have a duty-free lunch period of the same duration as the pupils. The lunch period shall not be construed as anything but the amount of time assigned to the lunch, but not less than twenty-five (25) minutes.
- D. The schedule followed by special area teachers shall be assigned by the Superintendent of Schools or his/her designee.
- E. A teacher's class list of students in each class shall be provided on orientation day.
- F. The following school connected activities may be required:
 - 1. Ten (10) faculty meetings per year scheduled by the Principal. Teachers assigned to two buildings shall attend meetings in each building proportionate to the number of days assigned in each building.
 - 2. Ten (10) department meetings per school year.
 - 3. General staff meetings called by the Superintendent when he/she deems such meetings are necessary.
 - 4. Two (2) evening meetings per school year, not to exceed a two- hour duration/meeting. The Superintendent shall schedule the first meeting into the school calendar at the beginning of the school year and schedule the second meeting into the calendar at the beginning of the school year whenever possible, but no later than the first week of January upon return from winter break.

- a. The first meeting shall be held at the beginning of the school year for all teachers and shall be an “open house/meet the teachers” format.
 - b. The second meeting shall be scheduled on different dates for each level.
 - i. All elementary schools shall be scheduled on the same evening.
 - ii. The middle school and high school may schedule two evening meetings. Teachers shall choose which meeting to attend provided that approximately half the teachers shall be present at each meeting.
 - iii. The high school will schedule one evening meeting.
 - iv. At all levels, the superintendent may make exceptions for teachers in federally funded programs, such as Title I, which require meetings.
 - c. The purpose of the second meeting shall be determined by the Superintendent if a district-wide meeting is needed. If a district wide meeting is not needed the purpose shall be as follows:
 - i. Elementary schools - a celebration of teaching and learning. Teachers of the Performing and/or Visual Arts may also schedule a celebration on this evening. If this is not possible, they may schedule a separate celebration that shall fulfill the second evening meeting requirement.
 - ii. Middle school- Grade 5 school showcases.
 - iii. High school- Grade 8 school showcase.
5. Meetings scheduled under subsection F-1 and F-2 of Article VI shall have a maximum required duration of one (1) hour.
6. Advanced notice of the subject matter for each faculty meeting shall be prepared by the Principal or his/her designee and made available for viewing during the morning sign in period.
7. Nothing in this section shall prevent the scheduling of emergency meetings. An emergency meeting is defined as one called to deal with sudden, pressing or unforeseen circumstances that call for immediate action or notice.
- G. Teachers’ attendance at all after school functions shall be on a voluntary basis. At the elementary level, dates and times for such voluntary after school functions shall be mutually agreed upon by administration and the individual teacher(s).
- H. Special area teachers shall be responsible for classes under their supervision.
- I. When a teacher in a special area is in charge of an elementary school teacher’s class, the regular teacher shall have unassigned preparation time.

- J. Teachers may leave the school building during unassigned preparation periods with the permission of the Principal or his/her designee. Such permission shall not be unreasonably withheld.
- K. If teachers in any teaching area (High School or Middle School) are assigned duties and responsibilities which were in the past customarily performed by “Department Heads” who are paid extra compensation for this work such teachers in areas where there have been no “Department Heads”, shall be paid not less than 50% of the extra compensation called for in this Agreement for “Department Heads”.
- L. Teachers on unassigned preparation periods who are assigned to cover an absent colleague’s class as a substitute shall be paid \$30.00 for each class so assigned or have the unassigned preparation period restored the same day but not later than three school days. Elementary teachers when covering a class of an absent colleague shall be compensated as follows: \$30.00 x percent of class assigned x number of periods covered. Payment shall be paid within one month following the pay period in which the assignment was worked.
- M. Where practicable, secondary teachers shall not be required to teach more than three (3) different subject preparations. A preparation is defined as the planning of one learning level in one subject area. A secondary teacher, however, may be assigned subject preparations in not more than two (2) different subject departments.
- N. Assignment of classes for teachers shall be on the following basis:
1. High School teachers shall not be required to have more than four (4) teaching periods per day excluding advisory.
 2. All High School teachers shall have the equivalent of one unassigned preparation period per day based upon the schedule that is in effect. Every effort will be made to provide High School teachers with one unassigned preparation period per day.
 3. At the High School a committee comprised of the Department Heads, Principal, Assistant Principal and the Superintendent or his/her designee shall be responsible for deciding by majority vote any major scheduling changes. In addition they shall be responsible for planning and implementing these changes. The decision to implement a new schedule will be made after the type of schedule change has been researched and studied by the above named committee and the faculty has received professional development on the schedule. Prior to implementation appropriate training needed to implement the schedule will be provided.
 4. Middle School teachers shall not be required to have more than five (5) teaching periods per day excluding advisory. Teachers who are not scheduled for a teaching period may be assigned to a supervisory duty. Supervisory duties shall include hall duty, cafeteria duty, and classroom coverage.

5. Middle School teachers shall have one (1) unassigned preparation period per day.
6. At the Middle School a committee comprised of the Principal, Assistant Principal, the Superintendent or his/her designee, and eight teachers appointed by the Superintendent after consultation with the principal and the Association President. The Committee shall be responsible for planning and implementing these changes. The decision to implement a new schedule will be made after the type of schedule change has been researched and studied by the above named committee and the faculty has received professional development on the schedule. Prior to implementation appropriate training needed to implement the schedule will be provided.
7. Elementary school teachers shall have one preparation period per day.
8. Media Specialists shall be guaranteed one forty-five (45) minute weekly period in each school to which they are assigned for the purpose of library administration such as, but not limited to, shelving and cataloging books. Duties shall not be assigned to Elementary Library Media Specialists in lieu of the 45 minute library administration period. However, in the event that the schedule does not permit, Elementary Library Media Specialists shall be guaranteed fifteen (15) minutes at the beginning or end of each day.
- O. Teachers who are classified as Department Heads shall have such duties as determined by written position specifications defined by the Superintendent. Those specifications shall be implemented within the framework of the following guidelines:
 1. Every effort will be made to appoint full time teachers as department heads at the high school. Department Heads shall only be responsible for their respective departments at the High School.
 2. Department Heads shall be granted a minimum of one (1) supervisory period to fulfill their function as Department Head.
 3. Department Heads shall be responsible for no more than four (4) teaching classes per day.
 4. Non-teaching duties including, but not limited to, lunch room supervision, bus duty, and homeroom responsibility, shall not be assigned to Department Heads whenever practicable.
 5. Department chairs in the core areas of English Language Arts, Math, Science, and Social Studies shall be certified in the particular area for which they chair. Department chairs in all other areas shall be certified in at least one area for which they chair. In the event that a department head resigns during the year, is out on leave, or no one applies for the position, an administrator or his/her designee may fill the position on an interim basis.

P. In the event of absence of either regular or special area teachers, a reasonable effort shall be made to obtain a substitute qualified in the subject involved. Itinerant teachers shall not be used as substitute teachers to assume the class of a colleague who is absent from his/her class except where an emergency condition exists.

Q. Teachers are responsible for maintaining a continuous high level of professional service to the welfare and benefit of the student body. Teachers, therefore, are responsible for discharging their teaching assignments with professional proficiency, and to this end, to plan adequately and to meet, as required and within reason, with children, parents, and/or consultants, and to perform such other duties that are a part of the teaching function or incidental thereto.

ARTICLE VII: RECALL RIGHTS

On or before May 15th, the Committee shall inform the President of the Association in writing or electronically of those members of the bargaining unit, excluding per diem substitutes, whom it is likely to notify of non-renewal, dismissal or suspension for other than job related performance.

1. Non-renewals, dismissals or suspensions for other than job related performance shall be based on length of service; that is, the member with the shortest length of service shall be non-renewed first.
2. The Committee shall provide written notice of non-renewal, dismissal or suspension to the individual teacher(s) affected and to the Association President. Such notice shall be in accordance with state law.
3. All teachers, who are non-renewed dismissed or suspended by the Committee for other than job related performance shall be returned upon recall to their former position as long as it exists. In the event that the position no longer exists, the non-renewed, dismissed or suspended teacher(s) shall be recalled by the Committee based on seniority, available vacancies, certification and relevant experience.
4. The Superintendent shall notify a teacher of recall to a position at the last known mailing address and through district email.

That teacher shall notify the Superintendent in writing or electronically of his/her intentions to accept or reject the position within a period of seven (7) business days. Failure to so notify the Superintendent within the specified time period shall be deemed a rejection of the position and result in the loss of recall rights. Should this occur, the teacher with the next longest length of service, appropriate certification and relevant experience for the vacancy, shall be notified by the Superintendent.

5. For teachers with equal lengths of service (excluding service as a per diem substitute teacher), the date of appointment by the Committee shall be the factor used for

determining seniority. Where the date of appointment is the same, the involved teachers shall draw lots in the presence of the Superintendent and the Association President.

6. Teachers must work a full year (171 days) to be eligible for recall rights. Teachers laid off shall have recall rights for a period of time not to exceed two (2) full school years.

ARTICLE VIII: ALTERNATE SCHOOL YEAR FOR GUIDANCE COUNSELORS

The parties agree that an alternate school year for guidance counselors shall exist under the following conditions: The school year for guidance counselors shall include two (2) days prior to the first day of school when other teachers report, and one day following the last day of school.

At the high school, compensatory time shall be granted for the three (3) days under the following conditions:

- A. Counselors must notify Superintendent and Principals three (3) days in advance for approval.
- B. Counselors may opt to take the days together, but not more than fifty percent (50%) of the counselors in each building shall be released at any one time. In the event of a conflict, the counselor's notification to the Principal (time and date) shall be the determining factor.
- C. Counselors may not request compensatory time which conflicts with the following:
 1. Scheduled testing days (i.e., student achievement testing day).
 2. The two days prior to application deadline (i.e., March 1).
 3. Class group guidance days for which the counselor is scheduled at the high school.

At the middle school, compensatory time shall be granted for the three (3) days under the following conditions:

- A. Counselors must notify Superintendent and Principals three (3) days in advance for approval.
- B. Counselors may opt to take the days together, but not more than fifty percent (50%) of the counselors in each building shall be released at any one time. In the event of a conflict, the counselor's notification to the Principal (time and date) shall be the determining factor.
- C. Counselors may not request compensatory time which conflicts with the following:

1. Scheduled testing days (i.e., student achievement testing day).
2. The two days prior to application deadline (i.e., March 1).

ARTICLE IX: TEACHING AND LEARNING

The Association and the Committee share a common belief that the education of children in Smithfield is one that provides, to the greatest extent possible, access to regular education classes for **all** students. A full continuum of delivery/instructional models should be available to students with disabilities. School and district wide efforts to place students in the least restrictive environment, which is their most appropriate educational environment, must be evaluated carefully and regularly to ensure classroom compositions that facilitate maximum success of every child.

The educational environment, including appropriate instructional materials and support services, must match the learning needs of **all** students.

When the regular education classroom setting is the recommended placement for students with Individual Education Plans (IEPs), the following conditions must apply:

1. All teachers responsible for the implementation of the student's IEP must be involved, directly or indirectly, in the development of the IEP.
2. All necessary support and related services as required by laws and specified in the student's IEP must be maintained.
3. All teachers responsible for the implementation of the student's IEP must be provided with ongoing appropriate training when specialized equipment or technological devices are required for a child with disabilities.
4. All teachers responsible for the implementation of a Behavioral Intervention Plan (BIP) must be involved, directly or indirectly, in the BIP process.
5. Consultation, as needed and requested, must be provided for all teachers responsible for implementation of IEPs and/or BIPs in order to meet the academic/behavioral needs of a child.
6. Time during the school day shall be arranged by the principal and/or the Special Education Director for training/consultation.
7. Classroom placement shall comply with a student's IEP. In addition, when determining classroom placement, consideration shall be given to the needs of every child, including but not limited to social/emotional, behavioral, and educational needs, in order to develop well-balanced, inclusive classes which reflect the best interests of **all** students.

8. After considering the existing classroom composition and IEP requirements, students entering Smithfield Public Schools after the start of the school year shall be assigned to classes on an alternating basis, provided such placement is not in conflict with a child's IEP.

ARTICLE X: ACTIVITY BLOCK

The Committee and the Association recognize the importance and the need for providing an opportunity for teachers to engage in teacher-directed collaborative professional learning activities and for students to participate in unstructured play activities.

A fifty-five (55) minute block of time per day will be scheduled in the elementary schools to provide for a lunch period, outside unstructured play activities, and scheduled common planning time.

In addition as we strive toward meeting high standards and implementing our strategic plans, it becomes necessary for teachers to meet for a variety of other reasons, including but not limited to:

- a. Common planning time for teachers on the same grade level or working on collaborative projects
- b. Collaboration with itinerant teachers in planning integrated units
- c. Meeting with the principal, action teams or school improvement teams
- d. Grade level activities planned by the teachers at that grade level
- e. Other meetings which the teachers involved and the principal are necessary
- f. IEP consultation meetings after discussion with the teacher

Teachers may be scheduled to meet with the principal once per month during this period to discuss curriculum and planning activities.

In case of inclement weather, outdoor activities may be cancelled and paraprofessionals shall be responsible for supervising indoor activities for those teachers with scheduled common planning time. A teacher will be guaranteed a 25 minute lunch during this block of time and 2.5 minutes passing time at the beginning and end of the lunch period.

ARTICLE XI: CLASS SIZE

October 1st shall be the cutoff date for compliance with sections A, B, and C below. Additional students enrolled in classes after October 1st shall not be construed in any manner, directly or indirectly, to constitute a violation of these provisions. In the elementary schools, the October 1st cutoff will not be in effect unless all grade level classes system wide reach the maximum class size.

A. High School

High School teachers shall be assigned no more than 127 pupils per day. No individual class shall exceed 28 pupils. In the event that physical classroom space is not available, no class shall exceed 29 students. Rooms designed for specialized areas, such as libraries, shall not be considered as available classroom space.

1. There may be a 10% increase in the aforementioned class maximum of 31 pupils of singletons and doubletons.
2. The pupil load and class cap exclude band, chorus, choir, and supervisory. Pupil load and class cap may also exclude activities when mutually agreed upon by administration and teacher.
3. Individual physical education/health classes at the high school will not exceed 28 students per class. Class size limits may be exceeded by 10% (31 students) in physical education/health classes. Every effort will be made to keep these classes at 28 students. Physical education/health teachers at the high school and middle school shall be assigned no more than 140 students per day.
4. In classes with work/laboratory stations the number of pupils assigned shall not exceed the number of work/laboratory stations.

B. Middle School

All Middle School teachers shall be assigned no more than 140 pupils per day. No individual class shall exceed 28 pupils.

1. The pupil load and class cap exclude band, chorus and Interventions.
2. Individual physical education will not exceed 28 students per class. Class size limits may be exceeded by 10% (31 students) in physical education classes. Every effort will be made to keep these classes at 28 students. Physical education/health teachers at the middle school shall be assigned no more than 140 students per day.

3. In classes with work/laboratory stations the number of pupils assigned shall not exceed the number of work/laboratory stations.

C. Elementary

Elementary school buildings shall have a maximum classroom teacher student ratio of 1:24. No individual class shall exceed 25 pupils.

The School Committee believes that a lower class size in Kindergarten through grade 2 is conducive to the beginning of an effective educational experience. To the extent practicable, and contingent upon space and budgetary constraints, every effort will be made to reduce the class size in Kindergarten through grade 2.

D. Integrated Pre-K

The Committee and the Association recognize the importance of meeting the individual needs of every child in the Smithfield Integrated Pre-K program. Therefore, we agree that the class size will not exceed a maximum of fourteen (14) students to begin the school year, with less than 50% of students with disabilities.

We further agree that we must provide flexibility in order to gradually transition students upon recommendation of the Pre-K team. This team will meet on an ongoing basis to discuss the needs of Pre-K students and to make recommendations for movement within appropriate classrooms across the continuum. Such movement shall not cause class sizes to exceed 15 students.

E. Intensive Pre-K

No individual class shall exceed thirteen (13) students with less than 50% of students with disabilities.

ARTICLE XII: TEACHER FACILITIES

- A. Space for a professional library shelf(ves) shall be provided in each school.
- B. Closet or locker space shall be provided in each room or common area so that all teachers may store materials, instructional supplies, and personal property. The Committee shall make an effort to provide teachers with security devices for closet or locker space assigned to them.
- C. Each school shall have a well-lighted, well-equipped teacher's room. It will contain a work area with sufficient equipment for class preparation, which will be available to teachers during the regular school day.
- D. It shall be the policy of the Committee to provide properly equipped classrooms and equip other school areas with serviceable furniture, mechanical equipment, educational equipment,

and storage space, where such is practicable. Consultation with teachers and other personnel may be carried out in the equipping of classrooms and other schools areas. Equipment shall be selected and installed upon recommendation of the Superintendent and/or designated representatives of the Committee and after approval of the Committee.

- E. A conference area shall be provided in each school for the purpose of parent-teacher and teacher-student conferences as principal will designate.
- F. Whenever practicable, each Department Head shall be provided with a properly equipped office facility.
- G. Where elementary classroom space is available, the classrooms shall be designated as art and music rooms.

ARTICLE XIII: TEACHER FILES

- A. Teachers may, upon request, during regular office hours, examine their own personnel folder. All personnel folders shall be kept in storage files with locking devices and only authorized personnel in the office of the Superintendent designated by the Superintendent and on official school business shall have access to an individual's file. Such examination shall exclude all confidential reference material.
- B. All evaluative comments and all documents relating to teacher competency shall be kept on file at the School Administration Office. No other filing system except as to areas of certification and length of service shall be kept. However, all persons making evaluative reports shall have the right to keep a file copy of such reports when such filing is needed. File copies shall be safeguarded as stated in Section A above. No official office copies shall be destroyed but will be returned to the teacher concerned.
- C. Only official documents relating to competency and/or experience shall be kept in any file as such material relates to specific teaching assignment in the Smithfield School system.
- D. Teachers shall be allowed to insert any pertinent commendatory letters or statements in their behalf into their personnel file during regular office hours.
- E. Forms shall be distributed every year to each teacher for the purpose of presenting information necessary for the updating of personnel files located at the School Administration Office.
- F. Teacher personnel shall be permitted to reproduce material in their own files at cost.
- G. Teachers shall have the right to attach pertinent comments to non-privileged material in their personnel files during office hours.

ARTICLE XIV: TEACHER SCHEDULES

- A. All teachers shall be scheduled in their fields of certification. Teachers shall not be assigned without their permission to a subject area, which requires emergency certification.
- B. In the arrangement of schedules, the Association President, the Superintendent and/or their designee(s) shall work collaboratively to minimize and to limit the amount of travel time for those teachers in special areas who are assigned to more than one school. Where practicable, special area teachers will be assigned to no more than 1 (one) school/day.
- C. Teachers shall be notified in writing and/or electronically of the following year's tentative schedule as soon as it is approved, but in no case later than the close of the school year. If substantive changes are made in the schedule, the teacher must be notified by August 15.
- D. Course preference sheets shall be submitted to all high school teachers, filled out, and returned (at the High School) to Department Chairpersons, with recommendations to Principals and the Superintendent to be considered in teacher scheduling.
- E. Schedules for elementary special teachers will provide passing time between classes.

ARTICLE XV: VACANCIES, TRANSFERS AND REASSIGNMENTS

- A. A vacancy shall be defined as a new position or as a position created by the promotion, resignation, death or retirement of a teacher.
 - 1. The Superintendent shall maintain, and have posted in the Administration Building and all schools, a listing of all confirmed vacancies in the Smithfield School System.
 - 2. A copy of all vacancies shall be sent to the President of the Association.
 - 3. If a vacancy occurs during the summer months, all teachers with certification in the area of the vacancy shall be notified.
 - 4. Such certification must be on record at the Administration Building.
- B. It shall be the policy of the Superintendent to assign all teachers to subjects, grades, and schools of their individual preference, providing such preference is not in conflict with the educational objectives of the school system. Teachers who desire a change in grade and/or subject assignment, or who desire a transfer to another building shall file a letter of preference with the Superintendent. Letters of preference shall be submitted

no later than May 1 prior to external postings. Such statement shall include positions which the teacher would like to fill in order of preference.

- C. Teachers shall be eligible to make application for transfer after having taught two (2) years in the Smithfield School System unless otherwise approved by the Superintendent.
- D. In the event of a vacancy, teachers in the Smithfield School System who are certified in accordance with the internal posting and apply within seven (7) calendar days after the posting notification shall be given first consideration for the position. The Superintendent shall assign an internal candidate provided such an assignment is not in conflict with the educational objectives of the school system. If an internal candidate is not the recommended candidate, then the Superintendent may post the position externally. However, in the event the vacancy occurs within one month prior to the start of the school year, the position may be posted concurrently.
- E. Thereafter, the vacancy created by such internal transfer, or in the event of no application for transfer having been requested pursuant to the aforementioned time periods, the vacancy shall be filled upon the recommendation of the Superintendent subject to the final approval of the Committee.
- F. No transfer shall block the recall of a teacher subject to recall in accordance with the recall rights as defined in Article VII.

ARTICLE XVI: PROMOTIONS

- A. A promotional vacancy shall be designated as one involving an increase in job status.
- B. All promotional vacancies, and/or pending promotional vacancies on the staff of certified personnel in the Smithfield School system shall be publicized as soon as they are known by the Superintendent by means of a bulletin and/or memo sent to each school.
- C. Advisory bulletins and/or memos shall be posted at least fourteen (14) days prior to the final date for the filing of applications.
- D. During the summer months, notification of existing vacancies in promotional positions and new promotional positions shall be sent to all certified personnel.
- E. Each teacher who qualifies and files for a promotion position shall be interviewed for the position.
- F. All openings for summer school and evening school positions shall be publicized in each school building by the Superintendent. Teachers who have applied for such positions shall be notified of the action regarding their applications. Positions in the summer school and evening school shall be filled first by regularly appointed

Smithfield teachers insofar as certified personnel are required and available. Teachers offered positions above must respond with their acceptance within two weeks.

ARTICLE XVII: TEACHER EVALUATION

- A. The Rhode Island Model Teacher Evaluation and Support System will be the model used to evaluate teachers in the Smithfield Public Schools in accordance with Chapter 16-12 of the General Laws of the State of RI.

A teacher's Final Effectiveness Rating from the preceding school year shall be used in the determining the year of the teacher's next full evaluation.

1. The Professional Responsibilities rating(s) may include information based on general observations made over an extended period of time during the full evaluation year. In the area of Professional Responsibility, evaluators must discuss area(s) of concern with the teacher prior to the end of the year conference and determination of the Professional Responsibility rating. When an evaluator or teacher becomes aware that a teacher may be in jeopardy of receiving a less than "Meets Expectations" in the area of Professional Responsibilities, the teacher shall be given constructive feedback. The teacher shall utilize this feedback to demonstrate growth in the area of concern and meet expectations.
2. All classroom observations, whether announced or unannounced, shall be conducted with full knowledge of the teacher. All teacher records, plans, and/or other material that the evaluator requests for examination shall be made available at the request of the evaluator either before or after the period of the formal observation(s).
3. The evaluator shall not interfere with the teaching procedure of the teacher unless there is a problem involving health or safety.
4. Administrators may observe teachers at any time for the purpose of providing constructive feedback. However, these observations may only be used for evaluative purposes during the full evaluation years. In the event an administrator has a serious concern about a teacher's performance, the concern shall be discussed with the teacher and include constructive suggestions. If, after a period of one month, the administrator provides evidence that the concern still exists, the administrator may conduct an announced observation. If, after the announced observation, the teacher receives a less than proficient rating then the teacher may be placed on a Performance Improvement Plan (P.I.P.) for the remainder of the year. The P.I.P. shall be developed in accordance with B.1 but will not be recorded in EPSS. If, at the end of the year, the evaluator documents that

- significant progress has not been made the P.I.P. shall remain in effect. The teacher will be observed during the last week of September of the following school year to determine if the goals of the plan have been met. If the goals have not been met, the plan will continue.
5. Teachers in a non-evaluation year shall have the option of developing a Professional Growth Goal that will culminate in the full evaluation year.
 6. In the event a teacher is in jeopardy of receiving a less than proficient rating in the area of professional practice, that teacher and/or primary evaluator may submit a request with reasons to the Superintendent for a complementary evaluator to conduct an additional classroom observation.
 7. The evaluator shall be a Smithfield School Department certified school-based or district administrator formally trained in the Rhode Island Model Teacher Evaluation and Support System.
 8. Conferences shall take place during the school day unless mutually agreed upon.
 9. Once a teacher has acknowledged an evaluation component through EPSS, no further comments shall be entered by the teacher or the evaluator.
 10. No observation will be conducted on the last day before or the first day after a vacation unless mutually agreed upon.
 11. For teachers in the full evaluation year, all classroom observations and conferences shall be conducted in accordance with the timelines developed by the DEC and approved by the Superintendent.
 12. Following an observation, the evaluator will provide written feedback through EPSS within eight (8) school days. The teacher will then have eight (8) school days to request a conference to discuss the report or to acknowledge the evaluation in EPSS. Acknowledgement does not indicate agreement, but signifies the teacher has read the evaluation.
 13. The evaluator shall complete Final Effectiveness Ratings by the end of the school year for teachers who have submitted all appropriate data/artifacts ten (10) days prior to the last day of school. For teachers who have not submitted all appropriate data/artifacts, the evaluator shall have ten (10) business days following submission to complete Final Effectiveness Ratings.

14. Failure to strictly adhere to the timelines set forth herein, due to extenuating circumstances, shall not impact the effectiveness, utilization, or finalization of the evaluation.

B. A Performance Improvement Plan shall be consistent with the Rhode Island Model Teacher and Evaluation and Support Plan.

1. The Performance Improvement Plan shall be developed by a team consisting of the teacher and the evaluator. At the request of either the teacher or the evaluator, President of the NEA Smithfield and the Superintendent or their designee(s) will participate in the development of the plan.

C. District Evaluation Committee

There shall be a District Evaluation Committee (DEC) comprised of three (3) members appointed by the president of NEA Smithfield and three (3) members appointed by the Superintendent. In addition, the Superintendent and Union President shall serve as ex-officio members.

It shall be the responsibility of the DEC to:

- Inform and support professional development efforts
- Review and analyze system data
- Make suggestions for improvement to leadership
- Identify supports for struggling teachers
- Recommend timelines for the evaluation process to be approved by the Superintendent
- Develop process and scope of annual conferences for “effective” and “highly effective” teachers
- Respond to questions/concerns regarding the evaluation system
- Recommend policies and procedures to the Superintendent for consideration.

D. Right to Appeal

An individual may appeal his/her evaluation only after the Final Effectiveness Rating is determined. An appeal may be filed if a Final Effectiveness Rating of Developing or Ineffective was received and the individual believes it was the result of the evaluation process not being followed in accordance with the applicable RIDE Evaluation Guidebook. Appeals will go to the DEC.

ARTICLE XVIII: EXTENDED LEAVE OF ABSENCE

A. Leaves of absence without pay and loss of increment shall be granted for military service for up to two (2) years, provided the applicant is meeting his/her obligatory military duty under statutory military regulations. It is further acknowledged that where job protection for obligatory government service is extended by statute, the protection is recognized by the

Committee as reason for an extended leave of absence, without pay or loss of increment, for such period of time as covered by statutes.

- B. Upon recommendation of the Superintendent and approval of the Committee, a teacher may be granted a leave of absence for up to one year with the guarantee of returning to his/her position if the position exists. If the position no longer exists, the person shall be placed in as nearly a comparable position as is available. In addition, all benefits, titles, longevity, and seniority will be restored upon returning.
- C. A teacher may be granted a subsequent year's leave with an automatic restoration of all benefits, titles, positions, longevity and seniority unless at the time of granting the leave, the benefits titles, positions, longevity or seniority are specifically excluded by the Committee.
- D. Teachers granted a leave of absence shall be permitted to pay both their own and the Committee's regular contribution, where allowable, to any or all plans which the teachers want to keep in force.
- E. A leave of absence, without pay or increment, of up to one (1) year shall be granted to a teacher who must care for a sick or disabled member of his/her immediate family or a person residing in the same household.
- F. A teacher whose personal illness extends beyond ordinary sick leave provisions shall be granted an extended leave of absence, without pay, for up to two (2) years beyond the expiration of ordinary sick leave provisions.
- G. All requests for extended leaves shall be made in writing to the Superintendent by February 1st, except in cases of unavoidable delay. All requests shall be confirmed in writing after the next committee meeting.
- H. **Pregnancy and Parental Leaves:**
A teacher who becomes pregnant shall be entitled to elect to take a leave of absence of either or both of the following two types:
 - 1. **Maternity Leave:** Maternity leave shall be for the period of time during the pregnancy in which the teacher is physically disabled by reason of the pregnancy from performing her duties as a teacher and extending after the termination of pregnancy for the period of time immediately following the termination that the teacher is physically disabled from performing her duties as a teacher. The teacher must notify the Committee in writing of her pregnancy and inform the Committee in the notification of the estimated date at which the disability will prevent her from performing her teaching duties. The teacher must also notify the Committee after the termination of the pregnancy of the estimated date at which she will be able to return to her teaching duties. While absent on maternity leave the teacher shall be entitled to utilize her accumulated sick leave. If the maternity leave extends beyond the number of days of sick leave accumulated by the teacher, then the remainder of the maternity leave shall be without pay. The teacher must return from maternity leave as soon as she is physically able to perform her duties as a teacher. The Committee shall have the right to have the teacher examined at

Committee expense by a qualified medical doctor designated by the Committee. The election to take maternity leave must be made prior to commencement of the leave. Upon her return, the teacher shall be placed in the assignment that she left if the position exists and, if the position that she left does not exist, the teacher shall be placed in as nearly comparable a position as is available.

2. Parental Leave: Parental leave shall be for a period of up to one year and shall be without pay. However, a teacher electing to leave under this provision shall be afforded the opportunity to continue in the Health Insurance Plan at his or her own expense. The teacher who elects to take a parental leave must notify the Committee in writing at least thirty (30) days prior to the commencement of the leave. The teacher must return at the beginning of the school year in September. If the teacher commences parental leave after February 1 of any year, the teacher may take parental leave in excess of one year providing for a return at the beginning of the school year in September of the following calendar year. The election to take parental leave must be made prior to the commencement of the leave. Upon his/her return, the teacher shall be placed in the assignment that he/she left if the position exists and, if the position that he/she left does not exist the teacher shall be placed in as nearly comparable a position as is available and all unused benefits accrued prior to parental leave shall be credited to the teacher.

ARTICLE XIX: SABBATICAL LEAVE

- A. Teachers may be granted sabbatical leaves of absence upon recommendation of the Superintendent and approval of the Committee. Leaves of absence shall be granted on the following conditions:
 1. No more than two (2) members of the teaching staff shall be on sabbatical leave at any one time.
 2. Requests for sabbatical leave must be received in writing by the Superintendent on or before January 2nd preceding the month of September when the sabbatical leave becomes effective.
 3. A teacher must have taught in Smithfield for seven (7) years prior to his/her request for a sabbatical leave.
 4. The teacher on sabbatical leave shall receive from the Town of Smithfield, one half (1/2) of the individual teacher's salary excluding pay for additional responsibilities. This money shall be paid in three intervals: the first payment on December 1st of the sabbatical year; the second payment on March 1st of the sabbatical year; the third payment on June 1st of the sabbatical year. It is further agreed that the total sum received by the teacher from the Town shall be decreased by any awards, fellowships, assistantships, etc., to the extent that the combined amount shall not exceed the teacher's regular salary for teaching.

5. A teacher receiving a sabbatical leave shall agree to return to teach in the Smithfield School system for a minimum of two (2) school years.

ARTICLE XX: TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following paid temporary leaves of absence provided the teacher gives notification, in writing, to the Superintendent or his/her designee in advance or when circumstances do not permit, at a reasonable period of time after such leave commences.

A. Military

Military leave shall be granted for up to fifteen (15) calendar days for obligatory military training mandated by law under the provisions of the Military Selective Service Act of 1967. Training shall be done with his/her regularly assigned unit when an individual is a member of a Military Reserve unit or a National Guard unit, or at the same time his/her regularly assigned unit is in training. The teacher shall be paid the difference between his/her regular salary and any compensation received for military training upon presentation of one (1) copy of his/her military orders assigning him/her for such training as specified above, and one (1) copy of his/her military pay voucher to the School Administration Office. Days will be granted for the purpose of obligatory governmental physical examinations as needed.

B. Bereavement

In case of death in the immediate family (father, mother, grandparents, grandchild, brother, sister, son, daughter, husband, wife, mother-in-law, father-in-law, son-in-law, daughter-in-law, legal guardian or ward, and persons residing with the immediate family), teachers shall be allowed up to five school days. One day shall be allowed for the attendance at the funeral of brother-in-law, sister-in-law, spouse's grandparent, aunt, uncle, niece and nephew.

One (1) day shall be granted to a teacher for the purpose of being a pallbearer at a funeral.

C. Court Appearance

A leave of absence shall be granted for involuntary appearances in court in which the personal interest of the teacher is not involved. The teacher shall be paid the difference between his/her regular salary and any compensation received for the court appearance.

D. Graduation Leave

One (1) day shall be granted to receive a degree or a certificate of advanced graduate study from an accredited college or university.

One (1) day shall be granted to attend the graduation of a member of the teacher's family from an accredited school.

This provision shall apply only to graduations held during school hours or to graduations from out of state institutions.

E. Religious Leave

Teachers of the Jewish faith shall receive full pay when absent from school for the purpose of observing the following Jewish High Holy Days: Rosh Hashanah (2 days); Yom Kippur (1 day).

F. Association Leave

The President of the Association shall be entitled to a maximum of two (2) days of leave without pay.

G. Personal Leave

Each member of the professional staff shall be granted a maximum of four (4) days leave with pay per year for personal business which could not be conducted at any other time.

- a. These days shall be charged to sick leave.
- b. All deductions of personal time for less than a full day will be made in increments of one-half (½) hour.
- c. In no case shall a personal day or days be the day or days immediately preceding or following a school vacation.
- d. Teachers shall give notification of personal leave dates as far in advance as possible but not less than a two (2) day notice.
- e. No more than two (2) school days may be taken consecutively during the year.
- f. Teachers shall not be required to state the reason for personal leave other than that it is being taken in accordance with the definition of personal leave in this section unless one of the following conditions exists:

1. Two days' notice was not given.
2. A teacher is requesting, at the discretion of the Superintendent, to use more than two (2) personal days consecutively.
3. A teacher is requesting, at the discretion of the Superintendent, a personal day before and/or after a holiday.

H. Deductions

Deductions for absences without pay shall be made by the Committee at the rate of 1/181 of said teacher's annual salary.

ARTICLE XXI: PROFESSIONAL DEVELOPMENT

A. Professional Development Committee

There shall be a twelve (12) member Professional Development Committee comprised of the Association President, the Superintendent (or his/her designees), five teachers appointed by the President and five administrators appointed by the Superintendent. The President and the Superintendent (or his/her designees) may serve as co-chairs or may designate a co-chair from their appointees.

It shall be the responsibility of the committee to:

1. Develop, implement, and monitor the District Professional Development Plan
 2. Meet bi-monthly. Additional meetings may be called by the co-chairs as needed
 3. Develop, administer and analyze semi-annual (at a minimum) teacher surveys
 4. Plan and implement a minimum of 16.5 hours of professional development opportunities
 5. Offer professional development based on:
 - a. teacher survey data
 - b. curriculum/program/DEC committees
 - c. professional development needs of teachers
 - d. analysis of student performance data
 6. Maintain an updated list of professional development opportunities
-
1. Teachers who prepare and teach a district-wide professional development session beyond the contractual day shall receive compensation of two hundred (\$200) dollars/session.
 2. Teachers who prepare and teach district-wide professional development sessions during the contractual day shall be compensated for their preparation work at the

rate of fifty (\$50) dollars/hour, not to exceed two (2) hours per preparation. These professional development sessions shall be approved by the Superintendent.

B. Out-of-district conferences/workshops

Teachers requesting to attend out-of-district conferences/workshops must submit the appropriate form developed by the Association President and Superintendent or their designees. Conferences must be related to the Professional Growth Goals identified by the teacher, school or district initiatives, and/or stated in the district strategic plan. The Superintendent or his/her designee must approve out-of-district conferences/workshops.

C. Curriculum Committees

The Committee and the Association agree that curriculum drives instruction. To this end, curriculum committees comprised of teachers representing each relevant grade level and/or content areas shall be formed to develop curricula and recommend programs and/or textbooks. At the elementary level reasonable efforts shall be made to implement no more than one new program per year.

1. All teachers shall be notified and may apply when curriculum committees are being formed. The President and the Superintendent or their designee(s) shall select committee members from the pool of volunteers based on experience appropriate to the affected curriculum.
2. Teachers will be compensated for all approved after school curriculum work at the rate of forty (\$40) dollars per hour.

D. Required documentation for all Professional Development Stipends

All professional development stipends shall be included as part of the teacher's salary and shall be received in the pay period following the submission of the appropriate documents.

E. Voluntary Professional Development

Teachers who acquire additional relevant professional development shall keep a record of dates and sessions attended.

ARTICLE XXII: PROTECTION

- A. The Committee will provide Workers' Compensation for all certified personnel. Any certified employee who is out under a valid Workers' Compensation claim will have no reduction in salary or benefits. All Workers' Compensation insurance payments will be made directly to the Smithfield School Department.
- B. Whenever a teacher is absent from school as a result of personal injury caused by an unprovoked assault occurring in the course of his/her employment, he/she shall be paid his/her full salary for the period of such absence up to one (1) year from the date of injury, and no part of the absence shall be charged to his/her annual sick leave. Additional benefits shall be paid by Workers' Compensation if the injury lasts longer than one (1) year.
- C. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing the length of time the teacher will be disabled from performing his/her duties. The opinion of the physician as to the period shall control.
- D. When administrators of the school know of pupils who have physical and/or emotional problems which directly affect the safety of the pupils or the teachers concerned, they shall notify all teachers in the building immediately.
- E. Course grades, promotion and non-promotion, shall be the responsibility of the teacher concerned. Appropriate administrators may make changes in the teacher's decisions by so initialing.
- F. The Committee shall reimburse teachers for any and all personal property (excluding automobiles) damaged, destroyed, or stolen, which is required by the teacher in performance of his/her teaching duties and present with the knowledge of the Principal. However, in no case shall the amount of the claim be in excess of two hundred dollars (\$200) provided that the first thirty (\$30) dollars shall be excluded from any recovery. There shall be no recovery where damage, destruction or theft is due to the teacher's negligence.
- G. The Committee and the Association agree that the adjustment of behavior problems is the joint responsibility of teachers and administrators. Teachers shall have support from administrators who shall give the teacher effective support in each case. Teachers may exclude a pupil from class when the disruptive effect of the pupil's behavior makes his/her presence intolerable. When a pupil is excluded from class, the teacher will confer with the Principal or his/her designee to provide the necessary information concerning the problem and shall provide a written statement of the problem. The Principal shall take appropriate action or reinstate the pupil after notifying the teacher that some adjustment has been made following a conference which includes persons appropriate to the resolution of the problem. The teacher shall be informed of the results of the conference.

ARTICLE XXIII: TEXTBOOKS AND SUPPLIES

The Superintendent shall make recommendations for purchase to the Committee as to the type and quantity of textbooks, instructional materials, equipment and/or other supplies necessary to implement a sound educational program for the Smithfield School system. The recommendations shall be made after consultation with principals, department heads, teachers immediately concerned and appropriate curriculum committees.

ARTICLE XXIV: MANAGEMENT RIGHTS

There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the Laws and Constitution of Rhode Island and of the United States, and by the Charter of the Town of Smithfield excepting where expressly and in specific terms limited by the provisions of this agreement. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.

ARTICLE XXV: TIME TO TEACH

The Committee and the Association acknowledge that a teacher's prime responsibility is to teach and that his/her energies should, to the extent possible, be utilized to positively enhance the teaching and learning process.

The parties agree that, in order for teachers to spend adequate time on instructional duties, the paperwork burden must be reduced, and every effort shall be made to eliminate all non-instructional duties currently performed by teachers.

As the Committee strives to alleviate non-instructional duties, no additional non-instructional duties shall be assigned. However, middle school and high school teachers will continue to perform the supervisory duties presently assigned and elementary classroom teachers will continue to perform one lunchtime supervision (cafeteria or yard) per week.

ARTICLE XXVI: DETERMINATION OF CREDIT FOR PRIOR SERVICE

- A. The determination of credit for prior service in placement of a teacher on the salary schedule shall be determined by the Superintendent as supported by proper documentation of such services.
- B. Credit for prior service shall be given only where one hundred thirty five (135) days of teaching duty shall have been carried out under an approved contract at an approved school. Credit for prior services shall be limited to personnel who shall have a bachelor's degree from an approved university or college during the period of prior

service. Evaluation of credit for prior service shall be limited to experience requiring full time, continuous work on the part of the petitioner and the experience shall not include part time teaching jobs, day or evening. When it is determined that credit will be given under the conditions as stated above, it shall be credit given in terms of yearly steps on the schedule.

- C. A candidate for a teaching position who becomes a member of the Armed Forces after completing the requirements for certification, and having been appointed to a teaching position in Smithfield, shall be given credit for salary and increment for each year of military service to a maximum of three (3) years.
- D. A teacher who becomes a member of the Armed Forces for obligatory Federal Service, or who is recalled to such obligatory military service after teaching in Smithfield, shall be reinstated with all benefits and salary credits as if he/she taught continuously during his/her military absence for three (3) years or length of his/her obligation, not to exceed four (4) years.

ARTICLE XXVII: DUES DEDUCTION

Uniform deductions of the NEA Smithfield, the National Education Association Rhode Island, and the National Education Association shall be made from the second through the twenty second payroll checks upon written request to the Superintendent on the appropriate form supplied by the Association. Such deductions shall remain in full effect except under the following conditions:

- 1. In the event of an increase in dues in any one of the Associations, of which a teacher is a member, a new authorization shall be given by the teacher on a form supplied by the Association.
- 2. During the first school week of the school year in question, a teacher may terminate his/her payroll deductions by submitting the request in writing to the Superintendent. However, when no requests are made, the Office of the Superintendent shall continue dues deductions for all teachers claiming those deductions for succeeding school years.
- 3. Should a teacher's employment terminate before the last deduction, the balance of dues shall be deducted from the last check.
- 4. The deductions shall be made in the form of a single check to the authorized representative of The Association.

ARTICLE XXVIII: SICK LEAVE

- A. Teachers shall be granted fifteen (15) days sick leave per year accumulative on an annual basis, to a maximum of one hundred fifty (150) days.
- B. A maximum of five (5) days with pay per year shall be granted for the purpose of family illness. These days shall be charged to sick leave.
- C. A doctor’s certificate may be required by the Superintendent for any absence exceeding seven (7) continuous school days due to illness.
- D. After an individual exhausts his/her accumulative sick leave, the Superintendent may recommend to the Committee for its approval additional sick leave for catastrophic illness or injury not to exceed 180 days in total, inclusive of the accumulative amount of the teacher. The recommendations made shall not be arbitrary or capricious in nature.

The above language shall be replaced at the beginning of the 2018-2019 school year with new language created by the “Sick Bank” committee agreed upon in a Memorandum of Agreement.

- E. All deductions of time for sick leave will be made in increments of ½ hour.

ARTICLE XXIX: HEALTH INSURANCE, ANNUITY PLANS AND LIFE INSURANCE

Health Insurance

The Committee shall provide health care coverage for members of the Association. Coverage will be available for a “Family Plan” to teachers who desire and qualify for this coverage. Individual coverage will be available to teachers who do not qualify for the “Family Plan”. Association members will contribute to the cost of their health care plan in accordance with the chart below:

	2017-2018	2018-2019	2019-2020
Healthcare *Premium Co-Share	17%	19%	20%

* “Premium” refers to the actual cost of the Plan(s) to the District, with no extra add-ons or fees.

	2017-2020
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Dental Co-share	5%
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The Committee together with the Association shall form a Health Care Committee to obtain health care insurance for teachers. The Health Care Committee shall be comprised of three members of the Association appointed by the President and three members of the Committee/Administration appointed by the Committee.

The Committee, with input from the Health Care Committee, shall seek written quotes from the following health care insurance providers:

Blue Cross
United Health

If either party believes that another reputable health care insurance provider should be considered, the Health Care Committee will review the provider's plan. If approved by a majority of the Health Care Committee, the health care insurance provider will be invited to bid.

Annually, prior to the selection of a health care insurance provider, the Health Care Committee shall review the "specifications for bid" and the responding proposals to be sure they provide comparable benefits to members equivalent to those outlined in this agreement.

The Health Care Committee will elect a health care insurance provider based on the lowest responsible bidder who has agreed to provide the coverage including the benefits described in Section A, and submit its choice to the Committee for the final awarding.

The Committee and the Association agree that a purchasing group may be utilized to obtain health care insurance with the providers being restricted to those listed in the contract (see Group Purchasing.)

Group Purchasing

- Group bids coverage on a three year basis.
- Health and dental plans are bid with certified, licensed health care insurers.

Association members shall have the option of choosing an alternative health care plan but the member shall be responsible for paying any additional cost over the health care plan selected.

In the event that the Health Care Committee is unable to arrive at a decision, or in the event that the Association fails to ratify the plan, the Committee shall select the health care insurance provider, which maintains equivalent health benefits as described below.

The Committee will provide the following health coverage:

A. Healthcare benefits shall include:

1. Semi-private room
2. Mental Health
3. Student Age 26 Rider
4. Obstetrics
5. Emergency
6. Chiropractic
7. Vision Care
8. Prescription Drugs
9. Office Visit Co-pays/Limits and Deductibles as described below:

Benefit Component	Current Benefits
Office Visits	
PCP	\$15
SPEC	\$25
Allergy/Derm	\$25
Vision	\$25
Chiro	\$25
Urgi	\$25
In Network Coinsurance	100%/0%
In Network Deductible	\$500/\$1,000
In Network OOP Max	\$6350/\$12,700
ER Copay	\$100
Rx-Pharmacy	\$10/\$25/\$40/\$40, 2.5x Mail Order
MHCD copays	\$ 25 ind/25 Group
Out of Network Coinsurance	80%/20%
Out of Network Deductible	\$500/\$1000
Out of Network OOP Max	\$6,350/\$12,700
Health Matters Wellness Program	YES
Vision Eyewear Program	\$50 Per Calendar Year

Limits & Deductibles		
General Hospital Days	Unlimited	In the event that the General Hospital Days and/or the Mental Health Days become limited by the health insurance carrier, the issue will be referred to the Health Care Committee.
Mental Health Days	Unlimited	

B. Employees eligible for “family” health coverage who choose not to receive any coverage shall be paid a sum according to the chart below:

	2017-2018	2018-2019	2019-2020
Healthcare Buy Back	\$ 1750	\$ 1750	\$1750

C. Alternatives as options will be chosen by Health Care Committee. Teachers will assume the difference between the cost of standard coverage and alternate.

D. Managed Benefits Program will be a part of all plans.

E. Coverage will be available for a “Family Plan” to teachers who desire and qualify for this coverage. Individual coverage will be available to teachers who do not qualify for “Family Plan”.

Annuity Plan

Teachers shall be eligible to participate in a “tax sheltered” annuity plan established pursuant to United States Public Law No. 87-370, according to the procedures set up by the Association in conference with the Committee.

Life Insurance

Term Life Insurance Plan. The Committee shall provide, furnish and entirely pay for the full premium of \$30,000 Group Level Term Life Insurance for all certified teachers in the Smithfield School system. Teachers shall have the option to purchase like amount under the specified conditions and group rates as determined by the carrier. The conditions and rate shall be provided to the Association. The Committee shall have the sole right to determine the insurance carrier.

Dental

The Committee shall provide on a fully paid basis Dental Coverage Level IV and Student Age 26 Rider by going to bid from 2 providers, Delta Dental and Blue Cross Dental. There is no “Buy Back” provision for teachers who do not wish to take advantage of this benefit.

ARTICLE XXX: RETIREMENT BENEFITS

A. Retirement Bonus

A teacher who is eligible and elects to take retirement under the provisions of the Rhode Island State Teachers Retirement system shall be paid a retirement bonus in the following manner:

1. For each day of unused sick leave between eighty-five (85) days and one hundred fifteen (115) days, the teacher shall be entitled to receive full pay for fifty percent (50%) of all accrued sick leave. Further, for each day between one hundred sixteen (116) and one hundred thirty five (135), the teacher shall be paid full pay for seventy-five percent (75%) of accrued sick leave.

Beginning with teachers hired for the 2009-2010 school year

For each day of unused sick leave between eight-five (85) days and one hundred fifteen (115) days, the teachers shall be entitled to receive full pay for thirty percent (30%) of all accrued sick leave. Further, for each day between one hundred sixteen (116) and one hundred thirty five (135), the teacher shall be paid full pay for sixty (60%) of accrued sick leave.

2. The payment of the Retirement bonus shall be subject to the following conditions:
 - a. The teacher must notify the Administration by December 15th of the year prior to the one in which he/she plans to retire.
 - b. The retirement bonus shall be paid as such and shall not become part of the teacher’s salary for retirement purposes.
 - c. The retirement bonus shall be paid in July following the teacher’s retirement.
 - d. Any number of sick days accumulated under eighty-five (85) days shall receive no retirement bonus.

B. Health Care

The Committee shall provide and fully pay the cost of the individual health plan available to employees for all teachers who retire with twenty eight (28) years or more of credited service with the Rhode Island State Teachers' Retirement system, and who have had at least twenty (20) years of teaching service with the Smithfield School Department. After 28 years of service with at least 15 years in the Smithfield School system, teachers will be provided with family Blue Cross to age 65; provided, however, that any increases after the date of retirement shall be paid for by the retiree. If the retiree is eligible to receive comparable medical insurance coverage equal to that received at time of retirement through employment or under coverage afforded to the spouse, the post- retirement medical coverage shall terminate; and provided further that the retiree shall annually file an affidavit asserting eligibility under this provision.

Any teacher hired on or after 7/1/92 shall be entitled to receive up to \$5,000 annually to be applied to the purchase of post- retirement medical insurance for family or individual plans. This provision is subject to all the eligibility requirements outlined in the preceding paragraph.

Further, the Committee shall provide the same individual benefit to teachers on staff as of June 19, 1989 who retire at age 60 with twenty (20) years or less in the Smithfield School Department; however, teachers who begin their teaching service with Smithfield in the 1989-90 school year and thereafter and who accumulate twenty (20) years of teaching service with the Smithfield School Department but less than twenty eight (28) years in the State Retirement system and who retire at age 60, shall be provided the same individual benefit at 50% of the cost. The above retirement benefit shall be available to each covered employee through their attainment of age sixty-five (65).

The Committee's obligation shall continue until (1) the retiree is eligible to participate in a comparable health plan through his or her own employment or that of his/her spouse or (2) the retiree becomes eligible for Medicare or another federally subsidized health care program. If, however, the health coverage under one of the above sources ceases to be provided at any time before the retiree becomes eligible for Medicare, another federally subsidized health care program, or any other source which is providing health care benefits to the retiree, the Committee's obligation to pay for health care coverage aforesaid shall resume. Each year, retirees who are on pension, shall be required to sign an affidavit as to any other eligible health coverage available to them or their spouse no matter from what that source may be.

The affidavit shall be sent to each employee no later than May 1, of each contract year and shall be submitted to the Committee no later than June 1 of each contract year. Should the retiree fail to file the affidavit with the Committee by the June 1 deadline, the Committee shall be relieved of its obligation to provide continued health care coverage hereunder.

ARTICLE XXXI: SALARIES

- A. Salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part thereof.
- B. The annual salaries of all persons covered by this Agreement shall be paid by the Town Treasurer commencing as soon as legally possible and practicably feasible after the school year begins, but in no case later than the second Friday of the school year and/or not later than the last day of the second full or partial week of attendance at school.

Teachers shall be permitted to choose which of the following payment schedules they individually desire. The choice shall be binding on the teacher selecting it for the budget year. The Superintendent must be notified of the payment option by August 1st of the budget year.

1. Twenty-six (26) equal installments paid in twenty-two biweekly payments and the remaining four (4) installments paid in one check on or before June 30th of the budget year.
2. Twenty-two equal installments paid biweekly.

- C. B+36, Master's Degree, Master's Degree +30, CAGS in the area of the teachers certification or in an area of professional advancement in the field of education wherein certifications accepted by the Board of Regents, received within the first ninety (90) school days of the school year shall be compensated retroactive to the first day of the school year.
- D. Longevity is defined as completion of an academic year of educational or administrative service in the public school system. Paid leave will be counted towards computation of longevity. An academic year is defined as a minimum of 135 days of compensated service in a school year. Previous experience in other public school districts must be documented in order to receive credit.

ARTICLE XXXII: RESPONSE TO INTERVENTION (RtI)

Elementary RtI meetings shall be held during the school day whenever possible. If, on occasion, an RtI meeting must be held before or after school, teachers will not be required to attend.

ARTICLE XXXIII: NATIONAL BOARD CERTIFICATION

Any teacher who achieves National Board Certification will be paid a yearly stipend as set forth in Appendix A of this agreement. The payment of this stipend shall be included

in the teacher's final paycheck (22nd or 26th) of the school year in which they receive said certification and will continue being paid in this manner until the teacher has met the two-year obligation to the Smithfield School district as stated below. Once this obligation is met, teachers will receive the compensation as part of each paycheck during the school year. The payment of this stipend shall continue on a yearly basis as long as this certification is in effect.

The Committee agrees to pay 50% of the cost of this program for up to six teachers per year. The cost of the program shall be defined as the application fee for National Board Certification. In the event that a teacher receives state funding for this program, the committee shall reimburse the full amount paid by the teacher up to 50% of the application fee. Upon submission of receipts paid and evidence of successful completion of the National Board preparation course, Curriculum 580: Standards-Based

Teaching, the teacher shall be reimbursed for the total amount of the course. All reimbursements shall be for first time National Board applicants.

If the number of teachers applying for National Board Certification exceeds the contractual number, a lottery for reimbursement will be held in January to determine which teachers shall be reimbursed.

Teachers who complete this program must return to teach in the Smithfield School System for a minimum of two years after they have achieved National Board Certification or return the previous year's stipend to the Smithfield School Department

ARTICLE XXXIV: TEACHER USE OF PERSONAL TRANSPORTATION

Those teachers who, through their teaching position, are required to use their private automobiles for authorized school-related transportation, other than travel between their home and school, shall be reimbursed at the IRS rate.

Teachers shall not be required to use their automobiles to transport students.

ARTICLE XXXV: SMITHFIELD DRESS CODE

Educators shall wear clothing that reflects a professional appearance and reinforces their positions as role models for their students. Recognizing the professional status of the teachers in the Smithfield School District, the following dress guidelines are established for all educators.

Clothing such as jackets, suits, ties, skirts/dresses, blouses/shirts, sweaters, turtleneck shirts, shirts with collars, slacks, pants, etc. is acceptable. All professionals are expected to wear attire that is not short, low cut, or tight. Examples of unacceptable attire would

include: clothing that contains a logo contrary to the mission of the District, is designed to have the midriff exposed, or is used for exercise.

Jeans and shorts are not acceptable on a regular school day, but may be allowed on special event days as noted below.

During special event days that have been approved by building administration, the defined dress code can be relaxed, while still maintaining the spirit of the code. Examples of special event days would include: school spirit days, field day, and faculty casual dress day.

ARTICLE XXXVI: INDUCTION (MENTORING) PROGRAM FOR NEW TEACHERS

All first year teachers shall participate in an Induction Program. The Induction Program will focus on quality teaching, student achievement, teacher standards, district and school culture, and other topics to support the Inductee.

1. Teachers who have taught at least five (5) years in Smithfield Public Schools and demonstrate effective teaching practices may apply for a position as an Induction Coach. The application process shall be developed in conjunction with the Association and reviewed annually.
2. Induction Coaches shall be selected by the Superintendent in consultation with the President of the Association.
3. Teachers who apply and are selected as Induction Coaches must complete appropriate training as required by the district. Teachers who do not complete the required training shall not qualify to be assigned as an Induction Coach.
4. The Induction Coach is not an evaluator of the Inductee and all communication between them shall be confidential.
5. A joint end of the year meeting may be called by the Superintendent and/or the Association President or their designees to review the Induction Program and make recommendations for improvement.
6. NEA Smithfield members who are selected as Induction Coaches shall be released from class and/or daily responsibilities as necessary to fulfill the coaching requirements.
7. Induction Coaches and Inductees will meet on or before the new teacher orientation day in August and at least ten (10) times during the school year. The focus of the meetings shall be on professional practices and responsibilities, and may include other topics to support the Inductee. These required meetings may

include district-scheduled group sessions and shall be scheduled before or after the school day. It is recommended that the Induction Coach and Inductee keep a journal to document and reflect on the meetings.

Induction Coaches will be paid one thousand dollars (\$1000) per year for their service.

ARTICLE XXXVII: Payroll Deductions

Teachers will be afforded the opportunity to select a vendor and purchase voluntary insurance(s) through payroll deductions as allowed by law.

Such deductions will take place following current district policies.

ARTICLE XXXVIII COMMON PLANNING TIME

A. Middle School and High School

The definition and structure of Common Planning Time shall be in accordance with the Regulations of the Board of Regents for Elementary and Secondary Education Title L.

Common Planning Time shall be used by teams of teachers, administrators and other educators for the substantive planning of instruction, looking at student work, addressing student needs and professional development.

B. Elementary Schools

The Committee and NEA Smithfield recognize that Common Planning Time at the elementary level, while not required by state regulations, is important to the District's educational objectives. The Superintendent and NEA Smithfield President will review "Clarification re: CPT" dated October 10, 2003 for updates and revisions by December 31, 2014. Until such time, the "Clarification re: CPT" dated October 10, 2003 document shall be used to define the structure of Common Planning Time at the elementary level.

C. Common Planning Time activities will be documented on the Common Planning Record Sheet and submitted to the building principal upon request.

D. All Common Planning Time shall take place during the contractual day.

1. All elementary teachers shall be guaranteed one common planning time per week.

2. All middle school teachers shall be guaranteed two (2) hours of common planning time per week. Core subject area teachers shall be guaranteed one (1) common planning time per day.
3. All high school teachers shall be guaranteed one hour of common planning time per week.

At the high school common planning time will be scheduled in the following manner until such time that CPT can be moved into the regular school day:

In lieu of arriving at 7:15 am each day, high school teachers will arrive at 7:24 AM. The additional time will be combined with fifteen minutes at the end of one day to provide a sixty minute common planning time/week which shall not be scheduled on a Friday.

MEMORANDA OF AGREEMENT

Memorandum of Agreement (Block Scheduling)

MEMORANDUM OF AGREEMENT

Regarding the implementation of block scheduling at the high school, Committee and the Union agree to the following:

1. Commencing September 1, 2000 and continuing through June 30, 2001, the scheduling for the high school shall be in accordance with the Alternative Rotating Schedule #2 as presented on June 19, 1999.
2. Commencing September 1, 1999, teachers at the high school shall be given training in instructional strategies needed to implement the hybrid 4 x 4 block schedule.
3. A Scheduling Committee will be formed to finalize a high school schedule with a hybrid 4 x 4 block scheduling to be implemented for the school year 2001-2002. The committee will be comprised of eight members, four of whom will be appointed by the School Committee and four of whom will be appointed by the Union. The Committee will reach consensus and present a schedule to the School Committee and the Union by November 15, 2000. If the Committee is unable to reach consensus by November 1, 2000, the schedule will be determined by the Superintendent and by one member of the Committee appointed by the Union. If the Superintendent and the teacher are at an impasse the final determination of the schedule will be made by the School Committee.
4. Block Scheduling will be implemented on a trial basis for the school years 2001-2002, 2002-2003, and 2003-2004.
5. At the commencement of block scheduling the Superintendent or his/her designee will engage a professional research person or firm to conduct action research on the effectiveness of the block schedule.
6. With the implementation of block scheduling there shall be no high school staff layoffs during the three-year trial period which shall be for the school years 2001-2002, 2002-2003, and 2003-2004.
7. Throughout the process, the Committee and the Union shall work cooperatively to implement the plan of block scheduling.
8. Teachers at the high school will have no more than 15 teaching blocks per week.
9. All teachers at the high school will have a minimum of 1 unassigned preparation block per day.

10. If modifications have to be made within the block for specific subjects, all teachers will be guaranteed their unassigned time in an amount equivalent to the block. A block is defined as approximately one quarter of the teaching day.
11. Department Chairpersons will be granted a minimum of one supervisory block period per day to fulfill their function as Department Chairperson. Department Chairpersons shall be responsible for no more than two teaching blocks per day.
12. Within a block schedule, there will be teaching blocks and unassigned blocks. There will no longer be supervisory blocks. Other supervisory responsibilities will remain in place.

The School Committee

NEA Smithfield

Date

Date

Witness as to both

Date

Memorandum of Agreement (Common Planning Time)

Memorandum of Agreement

Common Planning Time

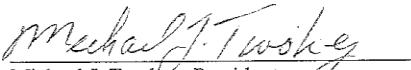
1. Representatives from NEA Smithfield and high school administration will continue to work together to explore options at the high school to provide common planning time during the regular school day. At the end of the **2014-2015** school year, the Superintendent and Union President shall evaluate the findings and make recommendations.
2. The Superintendent and NEA Smithfield President will review "Clarification re: CPT" dated October 10, 2003 for updates and revision by December 31, 2014. Until such time, the "Clarification re: CPT" dated October 10, 2011 shall be used to define the structure of Common Planning Time at the elementary level.

The Smithfield School Committee


Richard B. Iannitelli, Chairperson


9-2-14
Date

The NEA Smithfield


Michael J. Twohey, President

9/2/14
Date

Witness to both


Robert O'Brien

9/2/14
Date


Memorandum of Agreement (Middle School Preference)

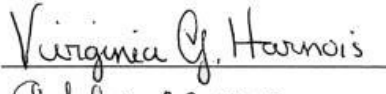
Smithfield School Committee
NEA Smithfield

Memorandum of Agreement

Gallagher Middle School

1. Grade preference sheets shall be submitted to the principal on or about May 1st of every school year.
2. Teacher grade preferences shall be reviewed and given serious consideration before any changes are made.
3. The Union and the Committee recognize that in order for middle school teaching teams to become effective and develop their full potential, team membership must be maintained and teachers need to work together as a team for a minimum of three (3) years. Therefore, team membership may be changed no more frequently than every three years unless mutually agreed upon by the teacher(s) and administrator(s).


October 21, 2003
NEA Smithfield


October 22, 2003
Smithfield School Committee

This agreement is a resolution to the pending grievance regarding Middle School reassignments without just cause filed June 27, 2003. The grievance will be withdrawn without prejudice.

Memorandum of Agreement (College Classes/Faculty Meetings)

Memorandum of Agreement

The union and the committee value and recognize the importance of ongoing professional development and certification requirements. Therefore, in order to provide adequate time to get to class, we agree to the following regarding teachers who are taking after school graduate courses at an accredited college or university:

1. Teachers at McCabe and LaPerche shall be allowed to leave when the first bus is called, but no later than 3:20 PM.
2. Teachers at all elementary schools shall be excused from faculty meetings for the duration of the course if the class meets on the day of the faculty meeting. It shall be the responsibility of the teacher to meet with the principal to receive important information. Any administrative directives shall be given to the teacher in writing.
3. Teachers eligible for this provision shall provide the required information as specified in the attached form (college or university, course, meeting days and duration). The request shall be approved by the Superintendent and a copy returned to the teacher.
4. There shall be no loss of pay or personal time.
5. Teachers shall not schedule classes on faculty meeting days if the course is available at another time.

Francis A. Harris, President Virginia Harris
NEA Smithfield Smithfield School Committee

October 4, 2004 October 4, 2004
Date Date

Request for Time for After-School College or University Classes

Teacher: _____

School: _____

College: _____

Course (Name and #): _____

Duration: _____

Class Day: _____

Teacher's Signature

Principal's Signature

Approved by:

Superintendent's Signature

Memorandum of Agreement (July 1, 2011 to August 31, 2011 Health Care)

NEA SMITHFIELD – SMITHFIELD SCHOOL COMMITTEE

MEMORANDUM OF AGREEMENT

DATE: August 24, 2008; TIME: 11:30 p.m.

The Tentative Agreement executed contemporaneously hereto for a new three year collective bargaining agreement between the parties sets forth a specific plan design for the health insurance plan.

The parties recognize that the School Committee's current health insurance plan agreement with the Governmental Insurance Group expires June 30, 2011. In the event that the current plan design as set forth in the attached Tentative Agreement is unavailable from any reputable health insurance carrier for the period July 1 through August 31, 2011, then the Health Care Committee shall reconvene on or before June 1, 2011 to discuss a mutually acceptable solution pursuant to Article XXIX of the CBA. This provision shall be in memorandum form which shall expire August 31, 2011.

NEA SMITHFIELD

SMITHFIELD SCHOOL COMMITTEE

By: Michael J. Trosky

By: Virginia J. Harnois

By: [Signature]

By: [Signature]

Memorandum of Agreement (Evaluation Committee)

Memorandum of Agreement (Evaluation Committee)

Memorandum of Agreement

Evaluation Committee

The School Committee and the Union agree to the formulation of an evaluation committee to be composed of six (6) members: three (3) members who shall be appointed by the Union, and three (3) members who shall be appointed by the School Committee. The Superintendent and the President of NEA Smithfield shall serve as ex-officio members of the committee. In the event of a tie, the Superintendent will be the seventh vote and the tiebreaker.

The committee shall review RIDE approved evaluation systems and shall cooperatively determine local options to be selected where choices are provided. The committee shall also make recommendations for appropriate training needed prior to implementation. The committee must complete its charge and present its report to the School Committee and members of NEA Smithfield no later than two months after all necessary information is received from RIDE.

Language in the September 1, 2008 to August 31, 2011 Agreement Between the NEA Smithfield and the Smithfield School Committee (Article XVII, B and C, Page 18) on pre-observation conference (B) and post-observation conference (C) shall remain in effect until the work of the NEA Smithfield/Smithfield School Department evaluation committee is completed and a new evaluation system implemented.

The School Committee
Virginia J. Harnois
6-8-11
Date

NEA Smithfield
Michael J. Toohy
6-8-11
Date

Witness as to both
Robert O'Brien
Date
6-8-11

Memorandum of Agreement (Sick Bank Committee)

The School Committee and the Union agree to the formulation of a Sick Bank Committee to research and create contract language that will replace Article XXVIII Sick Leave Section D language. The parties shall make a reasonable effort to complete this task by April 30, 2018. The new “sick bank” language shall be implemented beginning in the 2018/2019 school year. Until such language is implemented present language shall remain in place.

1. The Sick Bank Committee shall be composed of twelve (12) members. Six (6) members shall be appointed by the Union and six (6) members shall be appointed by the School Committee.
2. Any recommendations made by this committee must represent at least a two-thirds ($\frac{2}{3}$) vote of the entire committee whose recommendations shall be implemented.

APPENDIX

District Evaluation Committee

The DEC will develop an appeals process to be recommended to the School Committee for approval. Once approved as district policy the appeals process will be added to the Appendix of the contract for informational purposes only. For the most current version of this district policy please visit the district website @ <http://www.smithfield-ps.org/district-policies>.

Smithfield Public Schools Evaluation Appeal Process

The District Evaluation Committee (DEC), whose composition is defined by Collective Bargaining Agreement between NEA Smithfield and the Smithfield School Committee, shall serve also as the Appeals Committee. Appeal hearings will be scheduled in accordance with the stated process and an equal number of teachers and administrators must be present in order for an appeal to be heard. In addition, at least two-thirds (2/3) of the committee (two teachers and two administrators) must be present to constitute a quorum. If a consensus cannot be reached, a vote will be taken. If there are five (5), rather than four (4) or six (6) members present, one member shall refrain from voting to maintain equal representation.

Educator/Administrator Evaluation Appeals Process

An individual may appeal his/her evaluation only after the Final Effectiveness Rating is determined. An appeal may be filed if a Final Effectiveness Rating of Developing or Ineffective was received and the individual believes it was the result of the evaluation process not being followed in accordance with the applicable RIDE Evaluation Guidebook.

Appeals must be filed in accordance with the following procedure:

- a. The individual and the evaluator are strongly encouraged to meet informally within 5 business days of the determination of the Final Effectiveness Rating in an effort to discuss and resolve specific concern(s) prior to the filing of a written appeal.

- b. If substantive differences cannot be resolved informally as described above, the individual may appeal to the DEC within 5 business days of the informal meeting or of the Final Effectiveness Rating determination if no meeting was held. The appeal must be filed in writing to the Chair of the DEC using the Smithfield Appeal Form and must include all requested information in order for the appeal to be heard. A copy must also be sent to the evaluator.

- c. Within 7 business days of receipt of the completed form, the Chair of the DEC will contact the individual to schedule a meeting with the DEC.

- d. A written decision will be rendered within 2 business days and sent to all parties involved in the meeting.

- e. If the written decision is unsatisfactory, the individual may file a written appeal within two (2) business days to the Superintendent of Schools. Teachers should also send a copy to the President of the NEA Smithfield.

- f. Within 7 business days of receipt, the Superintendent will schedule separate meetings, one with the individual and one with the evaluator.

- g. The final determination on the status of the evaluation is made by the Superintendent. The decision will be rendered within two (2) business days and sent to the individual, the evaluator, DEC Chair, and President of the NEA Smithfield if applicable.

- h. The Final Effectiveness Rating will be reported to the RI Department of Education.

Smithfield Pubic Schools Evaluation Appeal Form

Smithfield Public Schools
Evaluation Appeal Form

Name: _____

Position: _____

Contact Tel #: _____ School: _____

Final Effectiveness Rating: Developing Ineffective

Date Final Effectiveness Rating was received: _____

Please submit copy of notification email from EPSS.

Reason for Appeal (please cite your procedural concern and the specific page it is addressed in the current RIDE Evaluation Guidebook):

Has there been an effort to resolve these concerns informally? Yes No

Please explain:

Signature: _____ Date _____

Please submit this completed form to the chair of the DEC in accordance with the timelines specified in the Evaluation Appeal Process. A copy must also be sent to your evaluator. The form may be submitted electronically, but a hard copy with your signature must be sent to the DEC.

DEC Chairperson
c/o Smithfield School Department
49 Farnum Pike
Smithfield, RI, 02917

If it is determined that the disputed matter does not fall within the responsibility of the DEC or the teacher is not satisfied with the results of the appeals process, the teacher retains the right to file a grievance on the matter.

SALARY SCHEDULE

	2017-2018 School Year		2018-2019 School Year		2019-2020 School Year	
Step	Percent increase	Salary	Percent increase	Salary	Percent increase	Salary
1	2.00%	\$43,062.85	2.00%	\$43,924.11	2.00%	\$44,802.59
2	2.00%	\$45,438.94	2.00%	\$46,347.72	2.00%	\$47,274.67
3	2.00%	\$47,867.27	2.00%	\$48,824.62	2.00%	\$49,801.11
4	2.00%	\$51,078.04	2.00%	\$52,099.60	2.00%	\$53,141.59
5	2.00%	\$54,401.79	2.00%	\$55,489.83	2.00%	\$56,599.62
6	2.00%	\$57,959.01	2.00%	\$59,118.19	2.00%	\$60,300.56
7	2.00%	\$61,333.94	2.00%	\$62,560.61	2.00%	\$63,811.83
8	2.00%	\$64,875.16	2.00%	\$66,172.67	2.00%	\$67,496.12
9	2.00%	\$69,361.92	2.00%	\$70,749.16	2.00%	\$72,164.14
10	2.00%	\$80,150.81	2.00%	\$81,753.83	2.00%	\$83,388.91

	2017-2018		2018-2019		2019-2020
Advanced Degrees					
BA+15*	\$700		\$700		\$700
BA+36**	\$1,450		\$1,450		\$1,450
MA	\$2,500		\$2,500		\$2,500
MA+30**	\$2,800		\$2,800		\$2,800
CAGS**	\$2,900		\$2,900		\$2,900
Doctorate	\$3,400		\$3,400		\$3,400
Longevity***					
20 Years	\$800		\$800		\$800
25 Years	\$1,000		\$1,000		\$1,000
30 Years	\$1,200		\$1,200		\$1,200
35 Years	\$1,400		\$1,400		\$1,400
Department Heads	\$3,000		\$3,000		\$3,000
National Board Certification	\$4,500		\$4,500		\$4,500
Psychologists Speech/Language National Certification	\$1,500		\$1,500		\$1,500

* BA +15 applies only to those teachers on staff at the end of the 1994-1995 year.

**Applies to teachers on staff up to the 1998-1999 school year.

*** Applies only to teachers on staff as of the 2011-2012 school year.

Memoranda of Agreement (Duration)

MEMORANDA OF AGREEMENT

DURATION


The provisions of the Agreement will be for three years, from September 1, 2017 to August 31, 2020.

IN WITNESS WHEREOF, the parties hereunto set their hand and seal this 21st day of June, 2017.

The Smithfield School Committee


Sean Clough, Chairperson

The NEA Smithfield


Michael Twohey, President

Witness to both


Robert O'Brien