

2012-2015

CONTRACT AGREEMENT

between

NEA CHARIHO

and

**CHARIHO REGIONAL SCHOOL DISTRICT
COMMITTEE**



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ARTICLE 1
RIGHTS OF THE COMMITTEE

- A. 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. 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 educators and their working conditions, which are not inconsistent with this Agreement.
- B. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith, except where otherwise provided in this Agreement.
- C. The responsibility of the principals to exercise a leadership role as head of a school shall be recognized and the role of the Superintendent of Schools as executive agent of the School Committee and as a leader of the staff shall also be respected.

ARTICLE 2
RIGHTS OF THE UNION

- A. The Union may use school buildings without cost, at reasonable times, for meetings. Requests for use of buildings shall be made in accord with current policy, as approved by the Committee.
 - 1. NEA Chariho may utilize office equipment when available. NEA Chariho will provide its own expendables.
 - 2. NEA Chariho president may utilize a telephone extension in the NEA Chariho office, provided toll charges are paid for by NEA Chariho.
 - 3. Authorized NEA Chariho officials may use a school office telephone, when available, to conduct NEA Chariho business, provided toll charges are paid for by NEA Chariho.
 - 4. NEA Chariho shall be entitled to an office site. In the event that it becomes necessary to relocate the NEA Chariho office, the site will be chosen by mutual agreement between the parties.
- B. NEA Chariho will have the right to place notices, circulars and other material concerning proper and legitimate NEA Chariho business on faculty bulletin boards and in educators' mailboxes.
- C. District equipment and space may not be utilized by NEA Chariho for political activities.
- D. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for NEA Chariho or any other educator organization.

ARTICLE 3
RECOGNITION

In accordance with the School Teachers' Arbitration Act (Chapter 9.3 of the Act of 1966 of the state of Rhode Island, amending Title 28 of the General Laws) the Committee hereby recognizes NEA Chariho as the exclusive representative of all certified teaching personnel of the Chariho Regional School District engaged in teaching duties, specifically excluding there from the superintendent, assistant superintendents, directors and coordinators who are assigned exclusively to central office duties, principals, and assistant principals, all of whom perform no teaching duties, coaches, club advisors, and per diem educators.

ARTICLE 4
TECHNOLOGY, TEXTBOOKS AND SUPPLIES

- A. NEA Chariho and the Superintendent agree to appoint three (3) members each to a Standing Committee on Technology. The Committee shall design and implement uses of technology to reduce paperwork, facilitate the collection and analysis of assessment data, and expand professional development opportunities. Given access and training, members of the bargaining unit shall make full use of all technology made available by the District.

- B. Educators shall be involved in the selection of teaching materials and textbooks. The recommendation of educators and others involved on selection committees, which are led by the Assistant Superintendent, will be carefully considered by the Superintendent in making his/her recommendations to the Committee.
- C. It shall be the responsibility of the individual educator to advise those to whom he/she reports of instructional and safety supplies shortages in sufficient time for such shortages to be prevented. Those who receive such reports shall promptly deliver this information to the school principal or director.
- D. During the budget development process, educators shall present a list of all materials, along with their cost, if available, for their instructional needs for the upcoming school year. Educators shall submit their requests as directed by the school principal or director.
- E. When a new pre-K to grade 6 classroom is established as a result of class size requirements, the Committee will reimburse the educator three hundred dollars (\$300) for the purchase of classroom supplies.

ARTICLE 5
EDUCATOR EVALUATION

- A. The educator evaluation system shall be approved by the Rhode Island Department of Education and aligned with the Educator Evaluation Standards, as approved by the Board of Regents. Where no Rhode Island Department of Education approved system exists for specific positions, the Chariho system shall be used. Each educator shall receive training prior to participation in the evaluation process. No classroom observation shall be conducted for the purpose of evaluation except by an evaluator who is trained in the evaluation model.
- B. Upon enforcement of the applicable Rhode Island Department of Education regulation, Chariho shall make use of student and parent feedback in the educator evaluation process. In the interim, student and parent feedback may be provided to the educator as a means to encourage reflection about professional practice.
- C. An Evaluation Review Committee shall be formed consisting of four (4) members. Two (2) members and one (1) alternate shall be appointed by the Superintendent and two (2) members and one (1) alternate shall be appointed by the NEA Chariho President. Neither the Superintendent nor NEA Chariho President shall serve on the Committee. The Evaluation Review Committee shall resolve matters of dispute concerning the establishment of Student Learning Objectives, the development of the Professional Growth Plan, and the determination of the final evaluation; every resolution shall be issued in writing with a copy to the Superintendent and NEA Chariho President. Any challenges shall be submitted to the Evaluation Review Committee via the Office of the Superintendent within five (5) school days of receipt of the related document by the educator and after an attempt to resolve the matter of dispute with the administrative evaluator, any such attempt shall be documented in writing by both parties and submitted to the Evaluation Review Committee. The Committee shall give due consideration to the concerns of the educator while acknowledging the authority and role of the evaluator to make professional judgments concerning employee performance. The decision of the Evaluation Review Committee shall be final, except in matters concerning the final evaluation, which is subject to Article 25, beginning with the Committee at Level Four. The American Arbitration Association (AAA) Expedited Labor Arbitration rules will be followed in all disputes under this Article.

ARTICLE 6
PERSONNEL FILES

- A. The Superintendent shall maintain a secure personnel file for each member of the bargaining unit. Such file shall contain copies of personnel transactions, official correspondence with the employee, evaluation reports, letters of recommendation and recognition, and other relevant documents. A copy of all material placed in an educator's file shall be given to the educator.
- B. Any complaints regarding an educator, made to the administration by any parent, student, or other person, if appropriate, will be promptly called to the educator's attention and documented in writing. Any complaint regarding an educator's character, serious enough to be entered in a personnel file will be called to the educator's attention.

- C. The President of NEA Chariho, having written authorization from the educator concerned, shall be given access to the material in his/her file. Access to, and inspection of his/her file, shall take place only in the presence of the Superintendent or his/her designee. An educator shall be permitted to reproduce, but not remove, material in his/her personnel file.
- D. An educator shall be allowed to submit written comments concerning materials in his/her file within ten (10) school days of receipt of those materials.
- E. At the request of the educator, any material that is disciplinary in nature will be removed from the personnel file after five (5) years so long as no further incidents have occurred.

ARTICLE 7
PROMOTIONS

- A. Promotional positions are those positions of STEM (Science, Technology, Engineering & Math) and Humanities Specialists, which will be established in 2013-2014, Department Heads, Lead Teachers, and Content Area Leaders. Stipends for these positions are listed in Appendix B.
- B. Promotions shall be filled on the basis of the best-qualified applicant available. Where two (2) or more candidates are equal in qualifications, the applicant with the highest Performance-Seniority-Experience (PSE) Score shall be given preference, and if the applicants have the same PSE Score, then the applicant with the greatest seniority in the Chariho Regional School District shall be given preference.
- C. All vacancies in promotional positions shall be posted and all qualified internal applicants shall be interviewed. If there are no internal qualified applicants, the Committee may leave the position vacant or hire from outside the bargaining unit.

ARTICLE 8
TEACHING HOURS AND TEACHING LOADS

- A. The High School and Middle School educators' day will be for a length of seven (7) hours per day to include five (5) minutes before the start of the student school day and ten (10) minutes after the end of the student school day. The normal educator day will be from 7:25 A.M. to 2:25 P.M. Educators will be in their classroom prepared to perform their professional duties on time.
- B. The elementary educators' day will be for a length of seven (7) hours per day to include ten (10) minutes after the end of the student school day. The normal educator day will be from 8:35 A.M. to 3:35 P.M. Educators will be in their classroom prepared to perform their professional duties on time.
- C. The Superintendent may designate a position for a work day or work year that differs from the regularly scheduled educator's day or year. The work day or year for such a position will not exceed the number of hours (hours will be consecutive) in the work day or number of days in the work year of an educator at that level. The hours for an educator on a flexible schedule shall remain the same for the duration of the school year. The Superintendent will make every effort to use vacancies to fill such positions. If that is not possible, an educator must be notified by April 1st that he/she is being displaced to create a flexible schedule position. An educator may volunteer for such a schedule change after the April 1st deadline.

Middle and High School educators on an early flexible schedule are required to stay two (2) days a month to provide help to students after school. Educators on early and late schedules shall not be required to attend after school meetings but shall be required to obtain information from those meetings.

- D. The work year for educators will consist of one hundred eighty (180) teaching days. There will be an additional four (4) days of which two (2) days are for parent conferences and two (2) are for professional development for a total of one hundred eighty four (184); plus a half (1/2) day for educator orientation prior to the opening of school for students. Professional development days shall be seven (7) hours and thirty (30) minutes; parent educator conference days shall be six (6) hours and thirty (30) minutes, from 12:30 P.M. to 7:00 P.M., with one (1) hour for dinner. At the discretion of the administration, up to one (1) parent conference day may be used for professional development.

- E. The Committee will provide every educator with:
1. A duty-free lunch period each day.
 2. At least five (5) unassigned periods per week, at least one (1) per day, exclusive of recess time and duty free lunchtime. These unassigned periods will be at least thirty-five (35) minutes in length. Unassigned periods shall be used for the purpose of fulfilling professional responsibilities.
 3. At the High School, an educator who does not provide instruction during the time when students are scheduled for advisory may be scheduled to take as his/her unassigned periods during the first forty-five (45) minutes of each period of each day, except that one (1) of these periods each day shall be designated as common planning time.
- F. Instructional and Common Planning Time shall be assigned and structured as follows:
1. Elementary educators shall be assigned at least one (1) common planning period of thirty-five (35) minutes per week.
 2. No Middle School educator shall be assigned more than twenty-five (25) teaching periods per week. Any educator may, however, volunteer to be assigned one (1) additional teaching period per week in lieu of a non-teaching duty; the administration may choose to accept such an offer. Middle School educators will be assigned three (3) common planning periods per week in addition to their regular instructional assignment. Common planning periods will be equivalent to one (1) class period; class periods may be combined.
 3. No High School/Career and Technical Center educator shall be assigned more than five (5) instructional periods in a full block rotation which covers both an "A" day and a "B" day. Career and Technical Center educators may be assigned up to six (6) instructional periods in a full block rotation which covers both an "A" day and a "B" day if their program requires it.

Common planning time will be assigned twice per week during unassigned blocks for a time not to exceed one-half (1/2) the block.
 4. The structure and reporting mechanism for Common Planning Time will be developed collaboratively with the STEM and Humanities Specialists by the principal and department heads at the High School, with the STEM and Humanities Specialists by the principal and content area leaders at the Middle School, and by the principal and building representatives at each elementary school. The structure will incorporate educator and school improvement goals, analysis of results on local and state assessments, and discussion of instructional practices, research trends, and current curricula implementation. Each educator shall submit a monthly report to the building principal of Common Planning Time activities. The structure and reporting mechanism shall be reviewed annually.
- G. The parties recognize the alternative nature of The RYSE School and the need to be flexible and creative to meet the needs of students. Two RYSE School educators, chosen by their peers, along with the Director shall develop through consensus mutually agreeable schedules providing educators with lunch periods, unassigned time, and common planning time. In addition, the same shall apply to issues such as educator preparations and other educator responsibilities, including but not limited to, after-school obligations.
- H. Advisor/advisee periods shall be established at the secondary level to increase the level of personalization and support the academic growth of students. At the High School level, advisor/advisee shall meet for no longer than forty-five (45) minutes every other day and at the Middle School level, for no longer than one (1) class period per week. An advisory assignment may replace part or all of a non-teaching duty. However, advisories are considered instructional in nature and as such, are not considered a duty. Members of the bargaining unit assigned to an advisory will follow the prescribed advisory curriculum and related administrative procedures.
- I. An educator who wishes to leave the building during an unassigned period may do so, with permission of the principal. An educator with an unassigned first or last period may not use the procedure to reduce the total length of the daily in-school hours.
- J. Educator participation in extracurricular activities will be strictly voluntary.

- K. An open house, not to exceed two (2) hours, will be held once each year in each building to allow parents and educators to meet and all educators must attend unless excused by the building principal.
- L. No secondary educator shall be assigned more than three (3) preparations, except for educators of business and agricultural sciences.
- M. Department Heads and Content Area Leaders shall be assigned a full teaching load. STEM and Humanities Specialists shall be assigned the equivalent of a .2 teaching load.
- N. All educators shall remain after the student school day to fulfill professional obligations, including meetings called by administrators, STEM and Humanities Specialists, department heads, and content area leaders, with the total monthly meetings not to exceed two (2).
1. Notification of a meeting will be given one (1) week in advance.
 2. The agenda will be published and distributed forty-eight (48) hours in advance of the meeting.
 3. Faculty input to the agenda will meet the above deadlines.
 4. These meetings will start no later than fifteen (15) minutes after the close of school and shall not exceed one (1) hour in length.
 5. Emergency meetings may be called for atypical situations.

In addition to the above, all members of the bargaining unit will remain one (1) day per week, after the students' day, to provide extra help, time for students to make up work or tests, and time for educator detention of students. These after-school sessions will be no longer than fifty (50) minutes in length and will be scheduled at times that are mutually agreeable.

- O. The Committee will make every effort to provide qualified substitutes to replace educators, including school-nurse educators, who are absent or required to attend district-scheduled meetings. The only exceptions are psychologists, social workers, speech pathologists, occupational therapists, physical therapists, guidance counselors, and ESL educators. With the exception of school-nurse educators, when there is no substitute available to cover for an absent educator, the principal will:
1. Assign educators who may be temporarily without student responsibilities to cover a class without a coverage stipend.
 2. Assign educators whose names appear in the voluntary coverage list to cover a class during his/her unassigned period.
 3. Assign an educator from the non-voluntary coverage list to cover a class during his/her unassigned period when there are no educators on the voluntary coverage list for that period.

There will be a continuous rotation through the names on both lists so that coverages are assigned in a fair and equitable manner. An educator being assigned from either list, thereby losing his/her unassigned period will be compensated at the rate listed in Appendix B. An educator may be assigned from the non-voluntary coverage list no more than ten (10) times per school year. Class coverage may be assigned to an educator only during his/her unassigned period. No class coverage will be assigned to an educator during a period when he/she is scheduled for a teaching assignment or a non-teaching duty. NEA Chariho officers, the building representatives, the grievance chairperson, and the school nurse teacher shall not have their names appear on the non-voluntary coverage list.

Educators must select one (1) of the following options:

- Educators may opt to be on the involuntary list.
- Educators may opt to be on the voluntary list only for his/her department or his/her grade level.

- P. The NEA Chariho President shall be assigned a specific schedule with no more than three-fifths (3/5) teaching duties during his/her term of office for the purpose of carrying out labor management duties arising under this Agreement. At the end the school year, NEA Chariho shall reimburse the Committee \$5,000 commencing with 2013-2014 school

year. The NEA Chariho President agrees to submit a schedule in which union duty blocks are identified. Additionally, the NEA Chariho President will not apply for any overload that is scheduled during union blocks. At the end of the president's term in office, he/she shall have the right to return to the teaching position he/she previously held in the same manner as if he/she had been on a leave of absence. When an elementary educator is elected president, the parties agree to negotiate a method for release time.

- Q. The parties agree that individual educators may participate in job sharing. Job sharing shall be defined as a voluntary request by two (2) educators to share one (1) of their positions. Such requests must be recommended by the Superintendent and approved by the Committee.
 1. Those educators participating in the job sharing shall be on a leave of absence from their full-time position. At the conclusion of the job sharing, those educators shall have the right to return to the position he/she left, subject to the provisions of Article 15 and Article 18.
 2. The educators in the job sharing shall progress to the next step that they would have attained had they not been on a leave of absence.
 3. The cost of benefits for the shared job shall not exceed the cost of benefits for one (1) educator. The district shall be held harmless by staff waiving benefits.
 4. Both educators who choose to job share must attend educator orientation, parent-educator conferences, and professional development days. Educators who don't attend faculty meetings shall be responsible for information presented.
 5. If, in the course of a school year, one (1) of the educators in a job share is unable to continue participation, the other participant must return to full-time status.
- R. The elementary school nurse-educators will be assigned to teach no more than eleven (11) health classes per week.

ARTICLE 9
CURRICULUM DEVELOPMENT

The Committee recognizes the importance of providing adequate opportunity for educators to work towards the improvement of curriculum and instructional practices in order to assure the continuous improvement of the Chariho Regional School District. The curriculum will be planned by the educators under the supervision of the Assistant Superintendent in concert with the K-12 District Curriculum Planning Council. In recognition of this need, it is agreed that:

- A. All curriculum initiatives (new programs and/or adoptions) will be conducted under the supervision of the Assistant Superintendent and subject to final approval of the Committee.
- B. Educators who wish to participate in curriculum development activities will submit their application in response to a posting. Curriculum development assignments shall be filled on the basis of the best-qualified candidates available. Where two (2) or more candidates are equal in qualifications, the candidate with the greatest seniority in the Chariho Regional School District shall be given preference. The Superintendent will have the right to substitute participants from the applicants if subsequent events require earlier participants to withdraw.
- C. Educators appointed to work on curriculum shall be compensated at the rate stipulated in Appendix B. Upon completion of one half (1/2) of the posted assigned hours, the educator may submit a request for payment with the balance due upon completion and approval of the work by the Assistant Superintendent.

ARTICLE 10
CLASS SIZE

- A. The average maximum class size ratio of students per certified elementary classroom educator at each grade level in the school district shall be as follows:

Kindergarten (each session)	20 students	1 educator
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Grade 1	20 students	1 educator
Grade 2	21 students	1 educator
Grade 3	23 students	1 educator
Grade 4	23 students	1 educator
Grade 5	25 students	1 educator
Grade 6	25 students	1 educator

No individual class shall exceed:

Kindergarten (each session)	25 students
Grade 1	25 students
Grade 2	25 students
Grade 3	25 students
Grade 4	25 students
Grade 5	28 students
Grade 6	28 students

When district student enrollment counts at any grade K-6 level exceed the number of students required for a specific number of sections by five (5) or fewer students, NEA Chariho and the administration may mutually agree that educators may be compensated as per Appendix B if individual class size limits are violated. Otherwise, those five (5) students may be placed without adding an additional section.

Students who are in self-contained placements for more than seventy-five percent (75%) of the school day shall not be counted in class size calculations.

B. Secondary teaching responsibilities:

1. The maximum teaching responsibility for grades 7 and/or 8 educators shall be one hundred twenty (120) pupils per educator; no individual class shall exceed 25 students.
2. The maximum teaching responsibility for grades 9 through 12 educators shall be one hundred twenty (120) pupils per educator.
3. At the High School level, the maximum individual class size shall be as follows:

Advanced Placement*	18 students
Honors	30 students
College Preparation	30 students
Basic/Extended	20 students

*The District shall provide specialized training for educators of advanced placement courses. In the first year of teaching an advanced placement course, two (2) professional days per quarter shall be offered for the purpose of long-range planning.

- C. In classes with work and/or laboratory stations, the number of students assigned shall not exceed the number of work and/or laboratory stations.
- D. With mutual agreement with NEA Chariho, there may be split grade classes; i.e. an educator may be assigned a class containing students from more than one (1) grade level.
- E. After October 2nd new students may be assigned on a fair and equitable basis so long as no individual class/teaching responsibility is exceeded. Every effort will be made to provide educators with twenty-four (24) hour notice prior to a student's first day of class.

1. At the kindergarten through grade six (6) levels, in the event all individual classes within a grade in a building have reached the maximums as described above, new students will be assigned on a fair and equitable basis. Educators shall be compensated as set forth in Appendix B.
 2. At the grade seven (7) through twelve (12) levels, in the event all individual classes/teaching responsibilities have reached the maximums as described above, new students will be assigned on a fair and equitable basis. Educators shall be compensated as set forth in Appendix B.
 3. Payments to educators for overages will be dispersed on a quarterly basis.
- F. Guidance counselors at the High School and Career and Technical Center shall be assigned no more than two hundred sixty (260) and Middle School counselors no more than three hundred twenty (320) students per counselor. Counselor load shall be determined as of October 1st.

The guidance department head will be assigned a student caseload at .5 of the other High School guidance counselors, not to exceed one hundred thirty (130) students.

- G. In some isolated instances where a student's placement might be impacted by strict adherence to class size limits, such placements will be accommodated with consent of the individual educator and NEA Charitho. It is mutually understood that any such accommodations shall not be deemed a precedent in another or other similar situation.
- H. At the elementary and middle school levels, the principal, in consultation with educators at each building, shall develop a procedure for the educationally appropriate placement of students for the next school year.
1. Two (2) educators and/or teams may request to loop; the permission of the principal is required, which shall not be unreasonably denied. Being in a looping program will not alter any educator's originally assigned position. The parties agree that educators volunteering for and assigned to loops will remain in those positions for the term of the loop unless displaced.
 - a. The looping process shall operate as follows:
 - i. There will be an equal number of voluntary educators and/or teams in each grade for the looping program.
 - ii. In the event there is an unequal number of educators and/or teams volunteering, a lottery will be used to determine the order of participation of voluntary educators and/or teams in the loop.
- I. Educators will be allowed to voluntarily participate, with their principal's approval, in a co-teaching model for regular/special education service delivery. The voluntary commitment to this model shall be open for annual renewal by both the educator and the principal. Any position posted and filled as a co-teaching position will not be subject to annual renewal by the educator. The principal may require a return of the educator's classroom assignment to a traditional model if, in the principal's opinion, the special education population in any succeeding year does not warrant the co-teaching model.

ARTICLE 11 SALARIES

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made part thereof.
- B. All persons on the educators' salary schedule will be paid biweekly in twenty-six (26) equal installments. However, with thirty (30) days prior notice, educators may exercise an option to receive the balance of their salary on the last pay day in June.
- C. New educators shall be given full increment credit for previous Rhode Island public school teaching experience. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year.
- D. Credit will be given for continuous active duty service in the armed forces, up to a maximum of two (2) years.

- E. Any educator who starts work in the Chariho Regional School District after the forty fifth (45th) day of the school year will be placed on the same step on the salary schedule for the next school year. It is understood that the educator will not receive credit for tenure unless he/she has completed one hundred thirty-five (135) days in any school year.

ARTICLE 12
PERFORMANCE BASED COMPENSATION

The Committee will commit no less than \$200,000 to a performance-based compensation system. Educators who receive an evaluation rating of 'highly effective' may elect to receive additional annual compensation in the amount of \$500.00 and schools shall receive additional financial incentives based on school classifications announced by the Rhode Island Department of Education. A Joint Study Committee on Performance-Based Compensation made up of six (6) members, with three (3) appointed by the Superintendent and three (3) appointed by NEA Chariho, shall develop an initiative-based group component based on the curriculum and approved by the Superintendent funded from the performance-based compensation system commencing in the 2013-2014 school year. The Joint Study Committee shall present its plan to the Committee by June 1, 2013.

ARTICLE 13
NON-TEACHING DUTIES

- A. The Committee and NEA Chariho acknowledge that an educator's primary responsibility is to teach and that his/her energies should be utilized to that end.

With this in mind, non-teaching duties will be assigned in a fair and equitable manner as follows:

1. Elementary – All personnel covered by this collective bargaining Agreement will assist in the dismissal of students and in the collection of lunch money. In any instance where an educator is not assigned a full teaching load, the administration reserves the right to assign the educator to a duty or coverage without additional compensation.
 2. Middle School - All personnel covered by this collective bargaining Agreement maybe assigned non-teaching duties, which are limited to study hall/skills, corridor/lav, and lunch duties, equal in time to up to two (2) class periods per week. Middle School educators will supervise students as they pass. In any instance where an educator is not assigned a full teaching load, the administration reserves the right to assign the educator to a duty or coverage without additional compensation.
 3. High School - All personnel covered by this collective bargaining Agreement may be assigned up to one (1) non-teaching duty, which is limited to study hall, corridor/lav, and lunch duties, equal in time to up to one (1) class period every other day. High School educators will supervise students as they pass. In any instance where an educator is not assigned a full teaching load, the administration reserves the right to assign the educator to a duty or coverage without additional compensation.
 4. NEA Chariho president, NEA Chariho vice-president, building representatives, STEM and Humanities Specialists, Department Heads assigned to the High School, Content Area Leaders assigned to the Middle School, and school-nurse educators shall be assigned no duties.
- B. All employees covered by this Agreement shall participate in the assessment of two (2) after-school senior presentations per year of The Graduation Portfolio. Educators shall be scheduled for said assessments by December 1 of each school year, starting in 2013-2014.

ARTICLE 14
VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Any position that becomes open at any date in the school year and remains open through the end of the school year will be offered to bargaining unit members on the recall list. At the end of the school year, the position will be vacated and posted for the ensuing school year. Non-tenured educators may not bid for positions outside of their current building assignment unless they have been displaced.
- B. A vacancy shall be defined as:
 - 1. A position that is open up through ten (10) days prior to the start of the school year and remains open through the end of the school year created by leaves of absences, retirements, resignations, terminations, transfers, class size considerations and the establishment of new programs.
 - 2. A position that opens after ten (10) days prior to the opening of school for the ensuing school year or opens during the school year and remains open through the end of the school year created by retirements, resignations, terminations, transfers, class size considerations and the establishment of new programs.
- C. Any notice of postings shall be emailed to all members of the bargaining unit, including those on the recall list. Also, a weekly voice mail posting shall be utilized during the summer recess.
- D. Educators who desire a change in building and/or grade and/or subject assignment shall file a written statement of such desire with the Superintendent within five (5) days of the posting of such notice. Such statement shall include the building and/or grade and/or subject to which the educator desires to be assigned and relevant experience. If the educator lists more than one (1) position, he/she shall indicate the order of preference.

Voluntary transfers and assignments will be based upon the Performance-Seniority-Experience (PSE) Matrix, with the position awarded to the member with the highest PSE Score. Where two or more applicants have the same score, seniority shall be the deciding factor.

(All points earned are as of July 1 of the fiscal year in which the position will be filled.)

Final Evaluation Rating	Points	Seniority (in Years)	Points	Relevant Experience	Points
Highly Effective	4	25 or more	5	Three (3) or more of the last five (5) years in position at same level	4
Effective	3	20-24	4	Three (3) or more of the last five (5) years, but at a different level	3
Developing (RI Model) or Minimally Effective (Chariho Model)	2	15-19	3	Less than three (3) years of the last five (5) years in position at same level or less than three (3) years of the last five (5) years in position at a different level	2
Ineffective	1	10-14	2	No experience in position in last five (5) years, but with some previous experience	1
		4-9	1		

Note 1: For split positions, position as posted refers to majority element of the position. Position as posted does not relate to school site.

Note 2: Relevant experience levels are defined as High School/CTC or RYSE 9-12, Upper Middle School or RYSE 7-8, Lower Middle School or RYSE 5-6, Upper Elementary School or RYSE 3-4, Lower Elementary School PK-2

Note 3: The above does not apply to educators with a final rating of 'Ineffective'; such educators are not eligible for voluntary transfers.

- E. Any educator appointed as a special educator must complete three (3) years of service in the Chariho Regional School District as a special educator prior to requesting a voluntary transfer of assignment. Request for transfers within the special education certification shall be subject to Section D above.
- F. Any educator participating in a Performance Improvement Plan may not post for positions unless displaced or unless the Superintendent grants permission.
- G. Educators requesting a voluntary transfer who are on an approved leave of absence must return from that leave to assume the new assignment. The request for voluntary transfer shall be considered null and void if the educator does not return to full-time status and the educator shall be assigned to a new position of record which shall be any position for which he/she is certified. In the year of return to full-time status, no further requests for leave during that year will be considered unless covered by the Family Medical Leave Act.
- H. Only educators of secondary core academic subjects (English language arts, mathematics, science, social studies) and K-4 elementary classroom educators shall be assigned to buildings. All others shall be considered to be district employees.

I. Filling of vacancies:

- 1. When a B.1. position becomes available the Superintendent shall, in the order noted, post vacancies required to be filled by contract, by law or for Committee approved programs within fifteen (15) days of the approval of the annual budget by voters up through ten (10) days prior to the opening of school for the ensuing school year.
 - a. When a position becomes available from which an educator has been involuntarily transferred, the educator with the highest PSE Score if more than one (1) educator has been involuntarily transferred, shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted. Where two or more members have identical PSE Scores, the most senior will be reinstated. For the purpose of this Section I., the term position shall be defined as follows:
 - i. Elementary: The grade in the building from which the educator was transferred or reassigned.
 - ii. Secondary: The discipline in the building from which the educator was transferred or reassigned.
 - b. Subject to state law, the educator with the highest PSE Score on the recall list, within the area of certification, will be placed next according to the provisions of Article 30. Where two or more members have identical PSE Scores, the most senior will be recalled.

NOTE: Middle school educators will follow a. or b. depending on certification.

- c. The position will be posted and educators expressing a desire for a voluntary transfer will be placed next according to the provisions of this Article
 - d. A candidate from outside the bargaining unit will be appointed by the Committee.
- 2. When a B.2. position becomes available the Superintendent shall, in the order noted, post vacancies required to be filled by Contract, by law or for Committee approved programs within three (3) days after the Committee's acceptance of a resignation, termination and/or within three (3) days after the execution of a transfer and/or within three (3) days after class size considerations or the establishment of new programs.
 - a. When a position becomes available from which an educator has been involuntarily transferred, the educator with the highest PSE Score if more than one (1) educator has been involuntarily transferred, shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted; however the transfer to these vacancies will not be executed until the next school year. Where two or more members have identical PSE Scores, the most senior will be reinstated. For the purpose of this Section I., the term position shall be defined as follows:
 - i. Elementary: The grade in the building from which the educator was transferred or reassigned.

- ii. Secondary: The discipline in the building from which the educator was transferred or reassigned.
- b. Subject to state law, the educator with the highest PSE Score on the recall list, within the area of certification, will be placed next according to the provisions of Article 30. Where two or more members have identical PSE Scores, the most senior will be recalled.

NOTE: Middle school educators will follow a. or b. depending on certification.

- c. The position will be posted and educators expressing a desire for a voluntary transfer will be placed next according to the provisions of this Article; however the transfer to these vacancies will not be executed until the next school year.
 - d. Educators with less than a full load will be placed in the position, or a portion of the position, to bring them to a full load so long as the educator's schedule can accommodate the addition without conflict and no changes are required to a master schedule. At the end of the school year, the addition to the educator's load will be vacated and posted for the ensuing school year.
 - e. A candidate from outside the bargaining unit will be appointed by the Committee.
- J. If a request for transfer is denied, it will be for just cause.
- K. All openings occurring during the school year created by a leave of absence, which cannot be rectified by class size adjustments, will be filled by substitutes.

ARTICLE 15

INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. The Committee and NEA Chariho recognize that some involuntary transfer of educators from one (1) school to another or reassignment within a school is unavoidable, and that this practice should be based upon the educational needs of the school system.
- B. Written notice of involuntary transfer or reassignment shall be given to educators as soon as practicable.
- C. When an involuntary transfer or reassignment is necessary, the educator with the lowest Performance-Seniority-Experience (PSE) Score (see Article 14, Section D), certified in the affected area, will be transferred or reassigned. (Regarding the PSE Matrix and its application to involuntary transfer and reassignment, Relevant Experience pertains to relevant experience in current position.) Where two or more members have identical PSE Scores, the least senior will be transferred or reassigned. The following will be used to determine the educator to be involuntarily transferred or reassigned, with due regard for the preference of the individual educator:

1. Reassignment and Reductions in Faculty.

- a. Elementary K-6 – The educator with the lowest PSE Score in the affected grade, in the affected building, will be displaced. Where two or more members have identical PSE Scores, the least senior will be displaced. The displaced educator may:
 - i. Take any opening available in any building for which the educator is certified.
 - ii. Displace the educator with the lowest PSE Score in that affected building, only if said educator has a lower or equivalent PSE Score than the displaced educator.
 - iii. Displace the educator with the lowest PSE Score in the district, only if said educator has a lower or equivalent PSE Score than the displaced educator.
 - iv. When no position or opportunity exists, the displaced educator shall be considered non-renewed and placed on the recall list.

An educator displaced as a result of steps i-iii above may:

- a) Take any opening available in any building for which the educator is certified.

- b) Displace the educator with the lowest PSE Score in the district, only if said educator has a lower or equivalent PSE Score than the displaced educator.
 - c) When no position or opportunity exists, the displaced educator shall be considered non-renewed and placed on the recall list.
- b. Secondary 7-12 - The educator with the lowest PSE Score in the affected discipline, in the affected building, will be displaced. Where two or more members have identical PSE Scores, the least senior will be displaced. The displaced educator may:
 - i. Take any opening available in any building for which the educator is certified.
 - ii. Displace the educator with the lowest PSE Score in the affected building in a discipline for which he/she is certified, only if said educator has a lower or equivalent PSE Score than the displaced educator.
 - iii. Displace the educator with the lowest PSE Score in another building in a discipline for which he/she is certified, only if said educator has a lower or equivalent PSE Score than the displaced educator.
 - iv. When no position or opportunity exists, the displaced educator shall be considered non-renewed and placed on the recall list.
- 2. In sections C.1. above, an educator being involuntarily transferred or reassigned, thereby being displaced, shall not have the right to choose an option which will cause the suspension or termination of any educator other than a first year educator who is filling in for an educator on a leave of absence.
- 3. Any educator who fills a vacancy created by an educator taking a leave of absence will not be placed on the involuntary transfer list when he/she is displaced by the educator returning from the leave of absence.
- D. The Superintendent and NEA Chariho President shall jointly prepare and maintain a list of all educators who have been involuntarily transferred or reassigned. By August 30, this list shall be complete, showing the names of those educators involuntarily transferred or reassigned, the position, as defined in E.2., below, from which the educator has been moved, the date of the transfer, seniority date, PSE Score, and areas of certification.
- E. The following procedure will be followed to return an educator to the position from which he/she has been involuntarily transferred or reassigned.
 - 1. When a position becomes available from which an educator has been involuntarily transferred, the affected educator shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted as outlined in Article 14.
 - 2. For the purpose of E.1., above, the term position shall be defined as follows:
 - a. Elementary: The grade in the building from which the educator was transferred or reassigned.
 - b. Secondary: The discipline in the building from which the educator was transferred or reassigned.
 - 3. An educator's name will be removed from the involuntary transfer list when:
 - a. He/she accepts or rejects the option to return to his/her former position as defined in E.2., above. Such acceptance or rejection shall be in written form and shall be forwarded to the Superintendent within three (3) days of receipt of notification. No response will be considered a rejection.
 - b. He/she resigns from the Chariho Regional School District.
 - 4. No educator shall forfeit his/her involuntary transfer rights by refusing to accept a return transfer if the position rejected is not the exact position as defined in E.2. from which he/she was involuntarily transferred or reassigned.
- F. The following procedure will be followed by the Superintendent to comply with Articles 14, 15, and 30:
 - 1. Educators returning from leaves of absence under Articles 18 or 19 shall be placed first.
 - 2. Educators whose names appear on the involuntary transfer list will be placed next according to the provisions of Article 15.

3. Educators shall be recalled according to the provisions of Article 30.
4. The position will be posted and educators expressing a desire for a voluntary transfer will be placed next according to the provisions of Article 14.
5. A candidate from outside the bargaining unit will be appointed by the Committee.

ARTICLE 16
EDUCATOR SCHEDULES

- A. Educators shall be notified of their assignments for the ensuing year, including the subject and/or grades that they will teach and the class lists for elementary and middle school educators, as soon as is practical, but no later than July 1. If changes in assignments or any additions or deletions to class lists are made after July 1, the affected educators shall be notified prior to the start of school.
- B. Educators shall be assigned only within their area of certification.
- C. The administration, in consultation with NEA Chariho, shall develop a list of proficiencies for Middle School technology educators. These competencies must be met by educators transferring into or hired for these positions.

ARTICLE 17
ABSENCES AND LEAVES

- A. Paid Time Off (PTO) is provided to allow members of the bargaining unit days away from work with pay for personal and professional reasons, bereavement, illness, or to care for immediate family members. PTO shall not be used for or considered as vacation time, pursuant to Rhode Island state law. PTO may be discharged in one-half (1/2) hour increments and must be scheduled in advance, except in cases of illness or emergency. PTO is earned at the rate of 4.0 days per quarter for full-time members of the bargaining unit and is prorated for those members who work less than full time.
- B. Except in cases of documented illness or emergency, PTO may not be used before or after a holiday or school vacation; before or after a mid-week non-school day; on a professional development, parent-educator conference or open house day; on educator orientation; or on the first or last day of the school year.
- C. Unlimited accumulation of PTO is allowed for reasons of illness, bereavement, or to care for an immediate family member. Current PTO must be used prior to use of accumulated PTO. Members of the bargaining unit who retire and are eligible to collect ERSRI retirement will be entitled to sell back to the Committee up to a total of twenty-five (25) unused days calculated at the rate of one (1) day for every three (3) days of unused PTO days for the first seventy-five (75) unused days accumulated and will be entitled to sell back to the Committee unused PTO days calculated at the rate of one (1) for every ten (10) days of unused PTO days above the first seventy-five (75) unused PTO days accumulated.
- D. In the event that PTO days have been exhausted, days may be loaned, at the discretion of the Superintendent, up to two (2) quarters in advance for the purpose of bereavement.
- E. Any educator who resigns or is terminated for job performance or disciplinary reasons shall lose his/her accumulated PTO days.
- F. An educator shall be excused for jury duty with pay, less compensation received for such jury duty. An educator who is required to attend court proceedings involving the school district shall be excused with pay.
- G. The Superintendent will approve the donation by members of the bargaining unit of accumulated PTO days to an educator who is ill, given that the request is submitted on an agreed-to form and all educators so participating indicated their approval with a notarized signature.
- H. Current accumulated sick days will be considered as PTO days but may only be used for illness, bereavement, or to care for an immediate family member.

ARTICLE 18
EXTENDED LEAVES OF ABSENCE

- A. Peace Corps and Exchange Programs (and similar programs, as determined by the Superintendent)
1. A leave of up to two (2) years, without pay, will be granted to educators who join the Peace Corps or may be granted to educators who serve as exchange educators and are full-time participants in either of such programs and who have completed at least three (3) years in the Chariho Regional School District. Upon return from such leave, an educator will be employed at the next step higher than that from which he/she left. Leaves shall not be granted to educators for the purpose of employment by another district/school. This does not include educators that participate in fellowships. Educators with a most recent evaluation rating of 'ineffective' shall not be eligible for this leave.
- B. Military Leave
1. Teaching personnel who must leave their position for the purpose of being inducted into, or entering the Armed Forces of the United States, will, upon request, be granted military leave for the period of such service subject to the provisions of applicable federal and state laws.
 2. Upon completion of military service, personnel will return to their position with such seniority, status, and pay as directed by applicable federal and state laws. Tenure, however, shall be granted only in accordance with the laws of the State of Rhode Island.
 3. An educator who is a member of a reserve component of the Armed Forces will be granted a leave of absence under the following conditions:
 - a. The length of the leave of absence for limited training will not exceed standards established by federal or state regulations for training activities required for maintaining standing in a reserve component of the Armed Forces.
 - b. Educators on military leave of fifteen (15) days or less will receive the difference between their salary and their military pay, provided the educator submits evidence that the active duty requirement cannot be fulfilled at a time other than the school year.
- C. Maternity and Medical Leave
1. Any educator who becomes pregnant or plans to adopt will notify the Superintendent as soon as possible, but no later than ninety (90) days prior to the commencement of her maternity leave and she shall request her leave no later than forty-five (45) days prior to the commencement of her maternity leave. An educator may elect either of the following two (2) choices for her maternity leave:
 - a. Continued employment status, which allows an educator the use of her accumulated PTO days so that her salary and fringe benefits continue to be paid by the Committee. Her doctor will determine the length of disability; however, the educator will inform the Superintendent as soon as possible of the expected date of her release from disability, or
 - b. A leave of absence without pay or increment to begin after accumulated PTO days are exhausted. The Committee will continue fringe benefit coverage until three (3) months after delivery. After that time, the educator may remain in the group while on leave by paying the group rate cost to the school district. An educator taking this leave must notify the Superintendent in writing by April 1st of her intention to return to her position at the commencement of the next school year. An educator who chooses *option a.* will, in addition, be granted *option b.* upon request.
 - c. For either of the above options, maternity leave may not extend beyond thirteen (13) weeks.
 2. An emergency medical leave may be granted without pay or increment of up to one (1) year.
- D. Medical Verification

1. Educators on medical leave under this provision shall ensure that a confidential statement, including the anticipated date of return, from the treating physician be provided to the Superintendent at the time of leave request. The Superintendent may request periodic updates.
2. The Committee shall, at its own expense, have the right to have the educator examined from time to time by a physician designated by the Committee for the purpose of establishing the existence, extent and/or anticipated duration of the illness or injury.

E. Other Leaves

1. The Committee and NEA Chariho agree to establish a Joint Committee on Extended Leaves. This committee shall be a four (4) member committee consisting of two (2) NEA Chariho members and two (2) central administrators. This committee will receive and make recommendations on requests for the following types of extended leaves:
 - a. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the educator's immediate family or for other personal reasons.
 - b. A leave of absence without pay or increment of up to one (1) year for the purpose of advanced study.
- F. All benefits to which an educator was entitled at the time his/her leave of absence was granted will continue to him/her upon his/her return unless those benefits were changed as the result of the ratification of a subsequent collective bargaining Agreement.
- G. Educators returning from any unpaid leave of up to one (1) year, or any other leave, shall have the right to return to the position he/she left. Any educator returning from an unpaid leave greater than one (1) year shall have the right to return to a position for which he/she is certified. For the purpose of G, the term position shall be defined as follows:
 1. Elementary: The grade in the building in which the educator was assigned prior to his/her leave.
 2. Secondary: The discipline in the building in which the educator was assigned prior to his/her leave.
- H. All above requests for extended leaves of absence, unless emergency in nature will be filed with the Superintendent, in writing, by April 1st and shall be confirmed, in writing, by the Superintendent within five (5) days after Committee action is taken on the requests.
- I. Educators on an unpaid leave of absence may continue to receive fringe benefits by paying the group rate cost of such benefits to the school district.
- J. Once an educator has been hired by the Committee to replace an educator granted an unpaid leave, the leave must be taken.
- K. The provisions of the Federal and State Family Leave Law will apply (Reference: U.S. Department of Labor Employment Standards Administration Wage and Hour Division W.H. Publication 1477, July 1993).
- L. Educator Exchange Program: The parties acknowledge the benefit to the Chariho Regional School District and to the educator of participation in the Fulbright Teacher Exchange Program.
 1. Any educator who wishes to participate in the Fulbright Teacher Exchange Program must obtain approval to apply from the Committee by October 1st of the school year prior to the year of the proposed exchange. The educator must notify the Committee of selection for such an exchange by June 1st of the school year prior to the exchange year.
 2. The educator will, upon return, be placed in the position he/she held at the time of the leave; providing the position still exists.
 3. The educator will continue to receive his/her salary and benefits under the contract.
 4. The exchange educator shall be paid by his/her employer and will not be included in the educators' bargaining unit.

ARTICLE 19
ACADEMIC FELLOWSHIPS AND PROFESSIONAL DEVELOPMENT

- A. A standing committee comprised of four (4) representatives appointed by the Superintendent and four (4) representatives appointed by NEA Chariho will jointly plan professional development programs for the Chariho Regional School District. All programs shall be subject to district approval.
- B. The Chariho Regional School Committee shall annually or bi-annually seek part-time or full-time Academic Fellows. The Fellow may be appointed for a period not to exceed two (2) years. From the pool of qualified applicants, the Superintendent shall recommend the best qualified candidate to the Committee without regard to seniority. Educators who serve in Academic Fellowship positions shall remain in the bargaining unit with commensurate salary and benefits and will be placed upon a leave of absence from their teaching position. At the conclusion of the academic fellowship period, the educator shall be reinstated to his/her former position.
- C. The Academic Fellow shall guide and facilitate the implementation of a district initiative, project, or improvement effort, as detailed in a posting to all members of the bargaining unit. Included in the work of the Fellow shall be the development and arrangement of a comprehensive professional development program, including on-site college/university level courses and other relevant adult learning experiences which relate to the district initiative, project, or improvement effort. The Fellow shall be an ex-officio member of the standing committee referenced in A.
- D. For district-approved college/university courses offered on site, educators who earn a documented passing grade are eligible for reimbursement for up to one (1) three (3) credit course per school year. Reimbursement must be requested within two (2) weeks of the issuance of grades.
- E. Grievances related to the appointment of Fellowships may not progress beyond Level Four of the grievance procedure.

ARTICLE 20
PROTECTION

- A. Educators will immediately report all cases of assault in connection with their employment to the Superintendent through the principal, in writing.
- B. When an educator has been assaulted, the Committee will comply with any reasonable request from the educator for information in its possession relating to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against an educator alleging he/she committed an assault in connection with his/her employment, the Committee may, after investigation, furnish legal counsel to defend the educator in such proceedings.
- D. The Committee will continue its present liability insurance coverage for educators on assigned field trips or similar assigned supervisory duties.

ARTICLE 21
PERSONAL INJURY AND PROPERTY DAMAGE

- A. Whenever an educator is absent from school as a result of any personal injury occurring in the course of his/her employment, he/she will be paid the difference between his/her salary and Workers' Compensation benefits for the period of his/her disability, provided that he/she notifies the Superintendent in writing of the injury within five (5) school days of the date of occurrence, unless the educator is physically unable to do so, and further provided that all such payments shall cease upon retirement or resignation of the educator.
- B. The Committee shall have the right to have the educator periodically examined by a physician designated by the Committee for the purpose of establishing the length of time during which the educator is temporarily disabled from performing his/her duties. The educator and/or NEA Chariho may also have a physician examine the individual. Any dispute will be resolved in accordance with the grievance procedure.

- C. The Committee will reimburse an educator for any clothing or other personal property damaged or destroyed in the actual performance of his/her teaching duties, less any recovery for such damage receivable from other sources, provided that the educator bears no responsibility for such damage or destruction and further provided that the educator notifies the Committee, in writing, within two (2) days of the date of the alleged damage.

ARTICLE 22
INSURANCE

- A. The Chariho Regional School Committee shall provide, on a fully-paid basis, the following coverages:
1. Workers' Compensation.
 2. Social Security or Survivors' Benefits.
 3. All educators employed by the Committee as of September 1988 will be provided an individual group term life insurance plan, with accidental death and dismemberment benefits, in the amount of \$40,000 to age seventy (70). Should any of these employees retire prior to age seventy (70), they may purchase the group life insurance at the group rate to age seventy (70).

All educators employed by the Committee after September 1988 will be provided an individual group term life insurance plan, with accidental death and dismemberment benefits, in the amount of \$40,000 to age seventy (70). Should any of these employees retire prior to age sixty-six (66), they may purchase the group life insurance at the group rate through age of full eligibility for Social Security.
- B. The Committee shall pay the annual cost of the following health insurance plans for all certified personnel as indicated in the table below. A summary of the health and dental plans that contains the agreed-upon benefits will be available in the office of the Human Resources Administrator.

	2012-2013	2013-2014	2014-2015
Preferred Provider Organization (PPO) Family or Individual Plan	*83%	80%	80%
High Deductible (HD) Family or Individual Plan with HSA	NA	88%	88%

*Effective upon ratification of contract.

1. PPO Family Plan or Individual Plan Health Insurance, as appropriate shall remain under the current plan design. Effective on or before May 1, 2013, the plan design will be changed as follows: (a) move to \$15.00 Primary, \$25.00 Specialist, \$50.00 Urgi-visit, and \$100.00 ER and (b) move drugs to \$7.00, \$25.00, \$40.00, and \$40.00 Specialty RX.
2. HD Family Plan or Individual Plan Health Insurance with a Health Savings Account (HSA), as appropriate, with a two thousand dollar (\$2,000) individual plan annual deductible and a four thousand dollar (\$4,000) family plan annual deductible. Coverage under the HD will run from January 1 through and including December 31 of each year. During the first year of HSA implementation and for educators hired at step one in any year, the Committee shall contribute fifty percent (50%) of the annual deductible to the employees' HSA on the first business day in January. In subsequent years, the Committee shall contribute as indicated in the following chart:

Number of Enrollees by November 1	First Business Day in January Contribution	First Business Day in April Contribution
0 – 50	50% of Deductible	0% of Deductible
51 – 100	37.5% of Deductible	12.5% of Deductible
101 or more	25% of Deductible	25% of Deductible

This option shall be available as of January 1, 2014 and will be implemented in accord with federal law, which prohibits participation in an HD Plan by some individuals.

- a. The NEA Chariho President and the Superintendent shall annually arrange for informational sessions for the membership regarding the HD Plan with HSA. Members shall elect to participate in the HD Plan with HSA by November 1.
 - b. Employee contributions may be made in a pre-tax lump sum payroll deduction or through pre-tax bi-weekly payroll deduction, as permitted by law and at the employee's discretion. Payroll deduction changes may be made effective for the first payroll in January and the first payroll in July.
 - c. The employee shall be responsible for monthly bank fees associated with the HSA; the Committee shall be responsible for other administrative fees.
 - d. In the event of separation of employment, the Committee shall withhold the amount of the last contribution pro-rated for the amount of time not worked from the employee's compensation or recover the same directly from the employee. Upon request by the employee who anticipates separation, the Committee will pro-rate its contribution.
 - e. Once the Committee's contribution is exhausted, the employee shall be responsible for the remainder of the deductible before the Committee assumes any and all additional health care costs incurred consistent with the HD Plan. This shall include, but is not limited to office visits, emergency room fees, prescriptions, etc. Once the deductible is met, the Committee shall assume full coverage for the calendar year.
3. Family Plan or Individual Plan Dental Insurance, as appropriate, that is substantially similar to that in existence on September 1, 2009.
 4. Those members currently enrolled in a plan other than those referenced above may continue to do so until December 31, 2013, but shall pay the difference in premium if that plan is more expensive. Only the health plans referenced in sections one (1) and two (2) above shall be made available to members of the bargaining unit not currently enrolled in an alternate plan. Committee payments, as indicated in the chart above, shall apply.
 5. Any member may elect, on an annual basis, to refuse the health plans offered in sections B one (1) – four (4) above, in which case, the Committee shall compensate the member as follows:

	2012-2013	2013-2014	2014-2015
Family Plan Health	\$4,000	\$3,650	\$3,500
Single Plan Health	\$1,500	\$1,275	\$1,250
Family Plan Dental	\$400	\$400	\$400
Single Plan Dental	\$100	\$100	\$100

The member must sign a notarized statement signifying withdrawal for the full year, which holds the Committee harmless for unforeseen changes in the member's status.

6. a. When multiple family or household members are employed by the District, one (1) family plan will be offered to members hired for the 2010-2011 or subsequent school years, with no opportunity for compensation as outlined in section four (4). Multiple family or household members may not participate in both the HSA and receive compensation as a result of the refusal of a health plan.
 - b. Health and/or dental benefits shall not be offered to members of the bargaining unit hired to less than a one-half (.5 FTE) position. For those members hired for the 2010-2011 and subsequent years to a one-half (.5 FTE) or greater position, health and/or dental premiums shall be pro-rated (e.g. .6 FTE shall pay 40% of premium); in no case shall the members' contribution be less than the agreed-to full-time member co-share contribution. The payment for refusing health care coverage and the Committee's contribution to the HSA shall also be pro-rated for employees holding less than a full-time position.
 7. Bargaining unit members shall, before undergoing elective and/or non-emergency surgery, obtain a second opinion.
- D. Educators on unpaid leaves may continue to purchase the group plans at their own expense.

- E. Any educator eligible to retire under the Employees' Retirement System of Rhode Island (ERSRI) may elect an early retirement plan as described in Appendix C. Effective July 1, 2014, the plans detailed in Appendix C, Sections A and B, shall no longer be available.
- F. The Chariho Regional School District shall maintain a qualified Section 125 Plan to include, but not be limited to, health, dental, and dependent care.
- G. Individuals retiring during the term of this contract hereby acknowledge and agree to be bound by future negotiations/changes related to health coverage contained herein.
- H. A Member Wellness Committee, consisting of three (3) members appointed by the Superintendent and three (3) members appointed by the NEA Chariho President, shall be formed within thirty (30) days of the ratification of this Agreement. It shall develop specific recommendations, based on current research, to improve member wellness and reduce member claims. The Committee shall report to the Committee by September 30, 2013.

ARTICLE 23
DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of educators who sign an authorization card, uniform dues for NEA Chariho, NEA Rhode Island and the National Education Association as said educators individually and voluntarily authorize the Committee in writing to do so.
- B. The monies deducted will be forwarded to NEA Chariho in equal installments beginning on the first payday in October and ending on the last payday in March. If an educator terminates employment during the year, the balance of the dues will be deducted from his/her last check.
- C. It is recognized that the negotiation and administration of this Agreement entails expenses, which should be appropriately shared by all educators who are beneficiaries of said Agreement. To this end, if an educator does not join NEA Chariho in accordance with its Constitution and By-Laws and/or execute an authorization for dues deduction, such educator will, as a condition of employment by the Committee, have an amount deducted from his/her salary as certified by the Executive Secretary of NEA Rhode Island to the Chariho Regional School Committee on or before September 15th of each school year, which sum will be forwarded to NEA Chariho. Such sum will not exceed the annual membership fee of NEA Chariho/NEA Rhode Island/NEA, and deducted in the same manner as the regular membership. To this end, if an educator does not pay to the exclusive bargaining organization the service charge, as a contribution toward the collective bargaining procedures involved in securing a contract, such educator will be terminated within ninety (90) days from the second (2nd) payday in October of each year. NEA Chariho agrees to indemnify and hold harmless the Committee for any disputes or claims arising out of this provision.

ARTICLE 24
SUMMER SCHOOL AND ADULT EDUCATION

- A. All openings for summer school, Career and Technical Center ramp up programs, adult education, and similar positions will be posted whenever possible not later than ten (10) days prior to the start of said session. Timelines identified in Article 14, Section C shall be followed. All position awards are dependent upon enrollment.
- B. Positions in summer school, Career and Technical Center ramp up programs, adult education, and similar programs, will, to the extent possible, be filled first by regularly appointed educators in the Chariho Regional School District insofar as such preferences are consistent with the educational needs of the district.
- C. In filling such positions, consideration will be given to an educator's area of competence, most recent relevant assignment, major and/or minor fields of study, most recent evaluation rating, and length of continuous service in the Chariho Regional School District.
- D. The rate of pay for positions in the summer school and adult education is stipulated in Appendix B.

ARTICLE 25
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is written claim arising under this Agreement which affects the conditions of an educator or group of educators and/or the interpretation, application, or meaning of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim, any person who might be required to take action or against whom the action might be taken in order to resolve a claim, and the NEA Chariho President or his designee.
4. School days are days on which school is in session.

B. Purpose

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

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The limits may be extended by either side, providing proof of adequate research of the grievance will be offered by the parties concerned. Should either party disagree with the proof of adequate and reasonable study, the grievance will proceed to the next level.

In the event a grievance is filed which might not finally be resolved at Level Four under the time limits set forth herein by the end of the school year and could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced, if practicable, so that the grievance may be exhausted prior to the end of the school year, or as soon thereafter as is possible.

1. Level One:

An educator with a grievance will first discuss it with the principal or immediate supervisor, either directly or through NEA Chariho's representative, with the objective of resolving the matter informally. The grievance must be presented within ten (10) school days from the date of occurrence and answered within five (5) school days after such discussion.

2. Level Two:

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance, in writing, with the NEA Chariho President within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the president will refer it to the principal.
- b. The principal will represent the administration at this level of the grievance procedure. Within five (5) school days after the receipt of the grievance, the principal will meet with the aggrieved person and the president in an effort to resolve it. The principal will render a decision, in writing, within five (5) school days after the meeting.

3. Level Three:

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, he/she may file the grievance with the president within five (5) school days after the decision of the principal, or ten (10) school days after he/she met with the principal, whichever is sooner. Within five (5) school days after receiving the written grievance, the president will refer it to the Superintendent. The Superintendent will hold a hearing within ten (10) school days after receipt of the grievance and render a decision within five (5) school days after the hearing.

4. Level Four:

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the president will refer it to the Committee within thirty (30) school days. The Committee will hear the grievance within fifteen (15) school days after presentation, and render a decision within five (5) school days after the hearing.

b. Any party in interest shall have the right to appear before the Committee and be heard in executive session.

5. Level Five:

If the aggrieved person is not satisfied with the disposition of the grievance at Level Four, the aggrieved person may choose to submit the matter to arbitration within forty-five (45) school days in either of the following manners:

a. Appeal in accordance with the provisions of Title 16, Chapter 39 of the General Laws of Rhode Island, 1956, as amended, to the full extent permitted by law.

b. Submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which will act as the administrator of the proceedings. The arbitrator will 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/she judges to be proper.

c. Each party shall bear the full cost for its outside representatives in arbitration. The cost of the neutral arbitrator and the AAA will be divided equally between the parties.

D. Rights of Educators to Representation

1. No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, an NEA Chariho representative, or any other participant in the grievance procedure by reason of such participation.

2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any educator organization other than NEA Chariho; NEA Chariho will be represented at all grievance hearings from Level Two through Level Five.

3. The Committee and NEA Chariho shall not be permitted to assert in arbitration any ground or rely on any evidence not previously disclosed to the other party.

E. Miscellaneous

1. If, in the judgment of the President, a grievance affects a group of educators, the President may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance will commence at Level Two. The president may process such a grievance procedure even though the aggrieved person does not wish to do so. Likewise, after investigation, the President may choose not to process a grievance from a member of the bargaining unit.

2. Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to the President. Decisions rendered at Level Five will be in accordance with the procedure set forth in Level Five.

3. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent or his/her designee and NEA Chariho and will be reproduced and given appropriate distribution by the Superintendent or his/her designee so as to facilitate operation of the grievance procedure.
5. NEA Chariho and the Committee agree to make available to each other and to any grievant and/or his/her representative all information not privileged under law in their possession or control and which is relevant to the issues raised in the grievance.
6. Reference to the president in this Article shall mean the president or his/her designee.
7. If the Committee or its designee does not render a decision within the prescribed time limits, the grievance shall be considered awarded in favor of the grievant. The only exception to this provision will be when an emergency situation necessitates an unavoidable delay. The reason for the unavoidable delay will be communicated to the NEA Chariho president.
8. All time limits may be extended by mutual agreement.

ARTICLE 26
NEGOTIATION PROCEDURE

- A. Upon receipt of written notice, prior to August 31st of the year preceding the expiration date of this contract given pursuant to the requirements of Article 31 herein, the Committee and NEA Chariho agree to enter into negotiations over a successor agreement, not later than the following January 15th, in accordance with the procedure set forth herein a good faith effort to reach agreement concerning educators' hours, salaries, working conditions, and other terms and conditions of professional employment.
- B. During negotiations, the Committee and NEA Chariho will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it is so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- C. If the negotiations described in Section A above have reached an impasse, as defined in Title 28, Chapter 9.3 of the Acts of 1966, then the procedure described in that Chapter shall be followed.
- D. The Committee and NEA Chariho agree that all negotiable items have been discussed during all the negotiations leading to the Agreement and therefore agree that negotiations will not be reopened on any items unless mutually agreed upon.

ARTICLE 27
SENIORITY AND CERTIFICATION GUIDELINES

- A. Seniority, the length of continuous service in the Chariho Regional School District, begins with a person's first day of work following confirmation of appointment by the Committee.
- B. In the situation where the seniority date is the same between individuals, a lottery will be used to break the tie.
 1. All individuals that hold emergency certification, a one (1) year only position, or are awaiting an official decision on certification at the time of the lottery, will be placed at the end of the seniority list.
 2. In the event where there is more than one (1) individual as specified in B.1. above, a lottery of all similarly-situated educators will take place.
- C. Educators who do not report for work for one hundred and thirty five (135) teaching days in a given year shall not accrue seniority or advance on the salary schedule for that year, thus remaining at their current salary. However, any educator on an approved, medically-documented leave of absence will continue to accrue seniority.
- D. Only educators certified in Early Childhood Education may post to positions at the Pre-K -2 grade levels; provided, however, that:

1. Any member currently teaching grades 1-4 may post to any position in grades 1 and 2.
 2. Any other educators who hold an elementary certificate may post to any position in grades 1 and 2, but must complete one (1) of the following by December 31 of the first year and the second by December 31 of the second year of said position:
 - a. A university level course in the content area of reading readiness and developmental reading; and
 - b. A workshop offered or approved at the district level in the content area of curriculum and methods in early childhood education.
- E. It is the responsibility of each member of the bargaining unit to maintain appropriate certification or licensure for his/her position, and to notify the Superintendent of any change in certification or licensure.
1. A member of the bargaining unit not appropriately certified or licensed for his/her position shall be placed on unpaid leave unless a position exists for which the individual is certified. The person shall have no right to displace any other member of the bargaining unit. This provision does not apply to those individuals awaiting an official decision on certification or licensure.
 2. Members of the bargaining unit shall maintain the certificate or license required for the position he/she holds as of the start of the 2010-2011 school year and for any position acquired thereafter.

ARTICLE 28
GENERAL

- A. The Committee shall not discriminate in any way against any educator by reason of his/her membership in, or participation in, the activities of NEA Chariho or his/her exercising of rights granted under this Agreement.
- B. No educator will be disciplined, reprimanded, reduced in rank or compensation, terminated or deprived of any professional advantage without just cause. Just cause includes but is not limited to (1) engaging in behavior which may cause harm or a safety risk to students, parents, and/or staff members, (2) engaging in unprofessional behavior with students, parents, and/or staff members, (3) teaching performance that remains 'ineffective' (or its equivalent) despite support offered over a one (1) year period through a Performance Improvement Plan (or its equivalent) (Nothing precludes a member from requesting support.), (4) consistent violations of Committee policy, and (5) consistent violations of the collective bargaining Agreement.
- C. If it is necessary, pursuant to the Grievance Procedure in Article 25 of this Agreement, for any NEA Chariho representative to attend a grievance meeting or hearing during the school day, he/she shall, with permission of the Superintendent or his/her designee, be released without loss of pay, as necessary, in order to permit participation in the foregoing activities. Any educator whose appearance in such investigation, meeting or hearing as a witness shall be accorded the same right. NEA Chariho agrees that these rights shall not be abused.
- D. NEA Chariho representatives shall be permitted to use non-teaching time during a regular work day for the performance of NEA Chariho business arising under this Agreement and involving management-labor relations.
It is expressly understood that such representatives are full time educators and that the right to perform NEA Chariho work during the regular workday, which is provided for in this Article 28, will be exercised no more frequently and no longer than necessary.
- E. When the Superintendent is preparing the school calendar, including the scheduling of up to ten (10) early release days of ninety (90) minutes each, for consideration by the Committee, he/she will invite the NEA Chariho President or his/her designee to consult and shall report on the outcome of those consultations to the Committee.
- F. This Agreement constitutes Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to provisions of this Agreement.

- G. Both the Committee and NEA Chariho agree that they will be bound by and abide by all pertinent statutes and regulations of the State Board of Regents and the Department of Education.
- H. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.
- I. To the greatest extent possible, the Committee agrees to provide educators with facilities that are professional, well-maintained, secure, and designed to meet the educational needs of students, including (1) classroom space in which educators may safely store and lock instructional materials and supplies, (2) an educator work area containing adequate equipment and supplies to aid in the preparation of instructional materials, (3) an appropriately furnished area restricted to faculty and secured nights and weekends, and (4) one telephone located in a private area in each building.

ARTICLE 29
COOPERATION AND COMMUNICATION

- A. NEA Chariho agrees to appoint representatives to serve on special committees when requested to do so. When educators serve on committees, whether appointed or voluntary, the written recommendations of said committees shall be made by a majority vote or by consensus and shall be transmitted to and considered by the person or body ultimately responsible for the decision.
- B. NEA Chariho agrees to make a concerted effort to work with the Committee and the administration in developing the total educational program into one that is unique to the Chariho Regional School District.
- C. Committee members will not act individually on matters of school policy with school educators or other individuals; rather, they will promptly refer the educator or the individual to the Superintendent or his/her designee.
- D. When any complaint involving the performance of an educator is received by an individual Committee member, that member, after listening to the complaint, will contact the Superintendent and transmit the complaint. The Superintendent will then discuss the complaint with the principal and with the educator prior to taking any action.

ARTICLE 30
LAYOFF AND RECALL

A. Layoff:

Subject to state law, educators shall be suspended, terminated or non-renewed for reasons other than performance and/or misconduct in accord with their Performance-Seniority-Experience (PSE) Score (see Article 14, Section D) with those with the lowest PSE Score within the certification area laid off first. When two or more educators have the same PSE Score, the least senior educator shall be laid off. (Regarding the PSE Matrix and its application to layoff, Relevant Experience pertains to relevant experience in current position.)

B. Recall:

1. Subject to state law, any educator laid off pursuant to this Article shall have recall rights, with those with the highest PSE Score within the certification area recalled first. (Regarding the PSE Matrix and its application to recall, Relevant Experience pertains to relevant experience in vacant position.) When two or more educators have the same PSE Score, the most senior shall be recalled first.
2. The right to recall extends to any teaching vacancy in any area in which the laid-off educator is certified.
3. Educators on recall will retain all accumulated PTO which they had at the time of the layoff.
4. Educators on recall shall continue to accrue seniority while on recall.
5. Article 30 does not apply to any educator who is terminated for job performance, for disciplinary reasons, or for lack of certification.

6. For the purpose of B, the term position shall be defined as a teaching vacancy for which the laid-off educator is certified.
7. When the Committee intends to fill a position for which a laid-off educator has certification, the Superintendent shall notify, by certified mail, return receipt requested, at the last known address, the educator with the highest PSE Score in the area of certification. When two or more educators have the same PSE Score, the most senior shall be notified. That educator will notify the Superintendent, in writing, of his/her intent to accept or reject the position within seven (7) calendar days after receipt of notification.
8. If the educator refuses to accept the position offered, or fails to respond to such notification within the above time limit, such educator will lose all recall rights under this provision. Should this occur, the Superintendent will then notify the educator with the next highest PSE Score in the area of certification of such vacancy, and the same procedure shall apply. When two or more educators have the same PSE Score, the most senior shall be notified.
9. No educator shall forfeit his/her recall rights by refusing to accept recall if the position rejected is for a shorter duration than the length of his/her prior appointment.
10. No educator shall forfeit his/her recall rights by refusing to accept recall if the position rejected is for a different teaching load than he/she carried during his/her prior employment.
11. An educator may accept a recall to a position for a shorter duration than the length of his/her prior appointment and/or to a position for a different teaching load than he/she carried during his/her prior employment, and he/she shall not forfeit his/her recall rights and he/she shall remain on the recall list.
12. A member of the bargaining unit on recall shall be eligible to purchase health benefits at the group rates for the time he/she remains on recall.
13. The Superintendent and the NEA Chariho President, or their designees, shall maintain a recall list of all educators who have been laid off. By August 30th, this list shall be complete, showing the names of those educators laid off, the date of layoff, seniority date, areas of certification, PSE Score, teaching load, and length of appointment.

ARTICLE 31
DURATION

The provisions of this Agreement will be effective as of September 1, 2012 and will continue and remain in full force and effect until August 31, 2015.

This Agreement will automatically be renewed for additional successive terms of one (1) year each unless either the Committee or NEA Chariho gives written notice, by registered mail, to the other, prior to August 31 of the year next preceding the year of then-scheduled expiration (i.e., at least one-year's prior advance notice), of its desire to reopen this Agreement and to negotiate the terms of a new Agreement.

The Committee and NEA Chariho agree that, during the life of this Agreement, grievances as defined in Article 25 arising between them shall be settled in accordance with the Grievance Procedure. NEA Chariho agrees that it will not engage in, institute or condone any strike or work stoppage or any concerted refusal to perform work over any matter subject to the Grievance Procedure.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this _____ day of _____.

Chariho Regional School Committee

NEA Chariho

By: _____

By: _____

Witness: _____

Witness: _____

APPENDIX A
SALARY SCHEDULE

<u>Step</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
1	38,564	-	-
2	41,243	**41,243	-
3	44,028	44,028	***44,028
4	46,920	46,920	46,920
5	49,919	49,919	49,919
6	53,026	53,026	53,026
7	56,240	56,240	56,240
8	59,560	59,560	59,560
9	63,570	63,570	63,570
10	67,580	67,580	67,580
11	71,590	71,590	71,590
12	*75,600	74,642	74,013
13	-	77,693	76,436
14	-	-	78,859

*Educators on step twelve shall receive a lump sum payment equal of \$1,134 within one month of ratification of the collective bargaining Agreement; said payment shall be adjusted for educators who work less than full-time/full-year.

**Educators new to the teaching profession shall begin on step two.

***Educators new to the teaching profession or with one or two years of experience shall begin on step three.

STEP PLACEMENT

Step placement at initial hiring is a management right.

ADVANCED DEGREE AND SUBJECT MATTER TRAINING COMPENSATION

Advanced Degree and Subject Matter Training Compensation are designed to encourage educators to pursue advanced studies in their areas of expertise, so as to build content and disciplinary knowledge.

Advanced Degree Compensation is awarded in accord with the following chart to all educators employed by the Committee as of June 30, 2013, except as indicated below. All educators employed by the Committee as of July 1, 1988 will be grandfathered and receive reimbursement for B+15 at \$564 and B+30 at \$1,407 until they achieve the next higher level of reimbursement.

Masters or B+36	2,106
Masters + 30 *	3,179
CAGS or 2 Masters	4,240

*Courses may be taken before or after receipt of a Master's Degree and with prior approval of the Superintendent. Courses must be taken in an area related to educator's assignment or certification, but not necessarily in a planned program.

Requests for Advanced Degree Compensation must be made prior to October 1 of the year in which the compensation is to take effect.

Subject Matter Training Compensation is awarded in accord with the following chart to all educators employed by the Committee after June 30, 2013, except as indicated below. Subject matter training is defined as post Bachelor's Degree college-level content-focused coursework that is directly and specifically related to the members' current assignment (e.g., mathematics coursework taken by a secondary math educator, reading coursework taken by an elementary educator or reading consultant, art coursework taken by an art educator). Compensation will cease if and when an educator's assignment changes resulting in a change of discipline and/or content.

Number of Three-Credit Courses with Grade of 'B/80' or Higher	Compensation
5	\$1,000
10	\$1,750
15	\$2,500
20 or more	\$3,250

Requests for Subject Matter Training Compensation must be made prior to October 1 of the year in which the compensation is to take effect. Courses must be taken after assignment to a position and must be pre-approved.

Exceptions:

1. Educators employed by the Committee as of June 30, 2013 not eligible for Advanced Degree Compensation may indicate, in writing, to the Superintendent by June 30, 2013 their irrevocable desire to avail themselves of Subject Matter Compensation, as opposed to Advanced Degree Compensation. All stipulations cited above shall apply, except that the Superintendent may consider post Bachelor's Degree college-level content-focused coursework courses taken since June, 2008 for which a grade of B/80 or higher was earned.
2. Educators employed by the Committee after June 30, 2013, who are in possession of a Master's Degree in an area directly related (e.g., Master's Degree in English for secondary English position) to the posted position may indicate, in writing, to the Superintendent prior to the first day of employment their irrevocable desire to avail themselves of Advanced Degree Compensation. Otherwise, all educators employed after June 30, 2013, shall be eligible for only Subject Matter Training Compensation.

Educators may elect either Advanced Degree Compensation or Subject Matter Training Compensation, but not both.

LONGEVITY

Educators shall receive, during the year of service in the District, as listed:

<u>Years</u>	
13-16	700
17-20	1,200
21-24	1,500
25 or more	2,000

Longevity shall no longer be available for members hired for the 2010-2011 and subsequent school years. No educator currently receiving longevity will have their longevity compensation reduced.

APPENDIX B **AUXILIARY POSITIONS AND COMPENSATION**

CLASS COVERAGE AND STIPENDED POSITIONS

Class Coverage (per coverage)**	25/45
Lead Teachers	1,500
Consulting Educator	500

**The class coverage rate is \$25 for a period of up to sixty (60) minutes and \$45 for a period of up to one hundred (100) minutes, effective upon ratification of this Agreement.

All positions which may exist under Appendix B shall be posted as vacancies as per Article 14 at least once every three (3) years. Evaluation of performance will continue to be provided on an annual basis for annual re-assignments. Applicants may apply for an unlimited number of consecutive three (3) year assignments.

The appointments of the Athletic Director, Assistant Athletic Director, Adult Education Director, extra-curricular advisors, and athletic coaches shall be made without discrimination in accord with applicable state and federal law. The positions shall be filled on the basis of the best qualified candidate available. The compensation and the length of all appointments shall be determined by the Committee. Bargaining unit members appointed to the said positions shall be dismissed only for just cause. The provisions in this paragraph shall not be subject to the grievance procedure in Article 25.

HOURLY RATE

The hourly rate for instructional or curriculum positions (i.e., regular and special education summer school educators, tutors, adult education educators, curriculum developers) shall be \$30 upon ratification of this Agreement, \$35 in 2013-2014, and \$40 in 2014-2015 and the hourly rate for supervisory positions (i.e., detention supervisor, bus duty supervisor) shall be \$24. Subsequent postings for said positions shall include the appropriate designation and rate of compensation.

EXTENSION OF SCHOOL YEAR

Extension of salary for summer work for educators of agricultural sciences shall be not less than five (5) days per year for two (2) educators or ten (10) days per year for one (1) educator.

Career & Technical/High School guidance extension of salary for duties performed beyond the normal school year shall be not less than ten (10) days per year. All other guidance counselors who work beyond the school year shall be compensated at a pro-ration of their salary rate for each day worked.

All educators, except as noted in the Hourly Rate section, will be compensated in the amount proportionate to their position on the salary schedule for duties performed beyond the normal school day and/or beyond the normal school year.

MILEAGE

Authorized members of the bargaining unit required to travel to more than one (1) location during a school day, or to travel in the course of his/her duties, shall receive remuneration at the maximum rate per mile allowed by the IRS.

MAXIMUM CLASS SIZE

Educators assigned students beyond maximums as defined in Article 10 shall be compensated as follows:

Elementary	\$ 15	per student per day
Guidance	\$ 5	per student per day
Secondary.....	\$ 5	per student per period
Specialists	\$ 5	per student per period

**STEM AND HUMANITIES SPECIALISTS', DEANS', DEPARTMENT HEADS'
AND CONTENT AREA LEADERS' COMPENSATION**

The above named positions shall receive the following stipends:

MS/HS STEM Specialist	10% of base salary
MS/HS Humanities Specialist	10% of base salary
HS English, Social Studies, Mathematics, Science, Special Education, and Unified Arts Department Chairs	10% of base salary
MS/HS Business-Technology, Health-Physical Education, and Foreign Languages Department Heads or Content Area Leaders	10% of base salary
MS English, Social Studies, Mathematics, Science, Special Education, and Unified Arts Content Area Leaders	10% of base salary

MS/HS/CTC Guidance Department Head	10% of base salary
MS/HS Deans of Students*	10% of base salary

*Deans of Students will remain in place as long as the Committee funds these positions. Deans work four (4) days beyond the work year for educators. Deans work thirty (30) minutes prior to student arrival and sixty-five (65) minutes after student departure. At the discretion of the administration, Deans may be assigned to supervise one (1) advisory. Deans may take a renewable one (1) year leave of absence from his/her current position so long as performance in the position of Dean is effective, as determined by the principal. Request for leaves must be made by February 1st.

Department Heads, and Content Area Leaders, and STEM and Humanities Specialists will be initially appointed to serve a three (3) year term (the first two (2) years being a probationary period).

APPENDIX C
RETIREMENT BENEFITS

A. Early Retirement Plan

Effective July 1, 2014, the provisions of Section A detailed below shall no longer be available.

1. Any educator whose age and years of teaching total at least seventy-five (75), who has been employed by the Chariho Regional School District for at least twenty (20) years, and who is eligible to collect retirement benefits under the Employees' Retirement System of Rhode Island, may receive the following benefits of this Article under the following conditions:
 - a. Said educator must notify the Superintendent of the intention to retire before June 30th of the school year proceeding the last full year of service.
 - b. An educator applying for said early retirement incentive plans to complete the entire school year prior to retirement.
2. Early retirement incentive shall be calculated in the following manner:

(70 minus age at time of planned retirement) times \$350 equals the amount to which the educator is entitled.
3. The total amount to which the educator is eligible shall be taken in his/her last year of service as salary. In lieu of the amount taken as salary, the educator may elect to receive said amount in a lump sum payment upon retirement.
4. In the event of the death of an educator who has not received total payment as calculated above, his/her beneficiary shall receive the balance of the amount due. Educators shall designate a beneficiary when notifying the Superintendent that he/she shall be retiring under the provisions of this Article.

B. Health Insurance Assistance Program

Effective July 1, 2014, the provisions of Section B detailed below shall no longer be available.

Those educators who retire within the first three (3) years of their eligibility to collect retirement under the State Retirement System will, upon request, be covered by the following co-payment plan:

1. The Committee will pay \$2,000 each year towards health insurance for the family plan coverage until he/she reaches age sixty-five (65).
2. The Committee will pay \$850 each year towards health insurance for the individual plan until he/she reaches age sixty-five (65).

In the event that both an educator and his/her spouse are eligible under Section II, one shall be eligible for Section A and the other eligible for Section B, for a total payment by the Committee of \$2,850 each year.

3. The educator may opt not to participate in the co-payment plan for any number of years while he/she is covered by a spouse's family plan.

4. The educator can opt to participate in the co-payment plan once he/she is no longer covered by a spouse's family plan. Participation can be effected only on the annual anniversary date of the group policy if the retiree is entering from an insurance plan other than Blue Cross/Blue Shield.
 5. Payments by the retired educator must be made before the first of each month, or sooner, or in a lump sum, to the School District or the individual will be dropped from the co-payment plan for that year.
- C. Retirees may continue to participate at their own expense in the Chariho group plan for health insurance for a period of four (4) years from the date of their retirement or until they reach age sixty-five (65) whichever occurs first. This provision is effective for those who retire after September 1, 2002.
 - D. All retired educators may continue to participate in the Chariho group plan for life insurance at their own expense.
 - E. All retired educators may continue to participate in the Chariho group plan at their own expense for dental insurance to age sixty-five (65) or until a group plan, outside of the Chariho group, is offered for retirees; whichever occurs first. Payments for those participating in the Chariho group plan shall be on a semi-annual basis.