



**AGREEMENT BETWEEN**  
**THE**  
**NARRAGANSETT SCHOOL COMMITTEE**  
**AND THE**  
**NARRAGANSETT EDUCATION ASSOCIATION**

**SEPTEMBER 1, 2015**

**TO**

**AUGUST 31, 2018**

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# **Agreement between the Narragansett School Committee and the Narragansett Education Association September 1, 2015 to August 31, 2018.**

## **PREAMBLE**

The NEA Narragansett and the Narragansett School Committee agree that public education is the most important public institution created by our society for the strengthening and advancing of our democratic ideals. We agree further that the institution of public education can best be implemented and perpetuated by a teaching profession comprised of sensitive, qualified and experienced personnel working with the philosophy of the Narragansett School System.

Therefore, in order to effectuate the provisions of Chapter 9.3 of Title 28 of the General Laws, and to encourage and abet effective and harmonious working relationships between the Narragansett School Committee (hereinafter called the Committee) and the professional staff in order that the cause of public education may be served best in Narragansett, this Agreement is made and entered into on September 1, 2012 by and between the Committee and the NEA Narragansett (hereinafter called the Association).

## **ARTICLE I            RECOGNITION**

A. In accordance with the Teacher Arbitration Act of January, 1966, the Committee hereby recognizes the Association as the exclusive representative of all professional employees of the Narragansett School System who are engaged in teaching or related activities below the rank of Assistant Principal. Unless otherwise indicated these employees will hereinafter be referred to as "teachers."

B. The Association agrees to represent equally in contract negotiations all teachers without regard to membership or participation in, or association with the activities of, the Association or any other employee organizations.

C. Subject to the provisions of this agreement, the Committee and the Superintendent of Schools reserve and retain full rights under the Laws of the State of Rhode Island and the Town Charter.

D. The Committee shall not discriminate in any way against any teacher by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under this Agreement.

E. No teacher will engage in activities on behalf of the Association which will interfere with the proper performance of his/her duties.

F. The parties of this Agreement recognize the Committee's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make a good faith effort to attract teachers who possess high qualifications, and to keep such teachers in the Narragansett School System.

G. It is agreed that the management rights in the operation of the School System rest with the Committee and its administration so long as actions by the Committee and the administration are not inconsistent with this agreement, and do not infringe upon rights given teachers in the Teacher Arbitration Act.

## **ARTICLE II            LEGAL RESPONSIBILITIES**

A. The Association recognizes that the Committee is the legally constituted body responsible for the determination of policies covering all aspects of the Narragansett School System. No Committee policy will contravene the terms or provisions of this Contract. The Committee recognizes that it must operate in accordance with the statutory provisions of the State and such other guidelines, rules and regulations as are promulgated by the Board of Regents and/or the State Department of Education in accordance with such statutes. The Committee cannot reduce, negotiate, or delegate its legal responsibilities.

## **ARTICLE III            ASSOCIATION RIGHTS**

### **A. Use of School Facilities**

1. The Association will have the right to use school buildings without cost at reasonable times for meetings/activities. Request for use of buildings will be made to the building principal in advance.
2. The Association will have the right to place notices, circulars and other material on faculty bulletin boards and in teachers' mailboxes.
3. The Association may install and maintain extension phones at its expense.
4. The Association will hold a meeting as part of the professional day held on the day prior to school opening. It is understood that the professional day will be seven (7) hours and thirty (30) minutes in order to accommodate this meeting.

### **B. General Provisions**

1. When requested by the Association, the Superintendent shall make every effort to meet with representatives of the Association to discuss matters of mutual interest, as well as matters relating to the implementation of this Agreement. Policies adopted or maintained by any principal shall not be inconsistent with the terms of this Contract.
2. Association building representatives shall be permitted to use non-teaching time during the regular day for the performance of Association business.
3. The Committee shall not discriminate in any way against any teacher by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under this agreement.
4. The Committee and the Association agree to share the cost for the printing of the final contract.

## **ARTICLE IV            GENERAL CONDITIONS OF EMPLOYMENT**

### **A. Work Year**

1. The work year for teachers in the Narragansett School System will consist of one hundred eighty-three (183) school days, except that new teachers may be required to attend additional orientation sessions for up to three (3) days.
2. Teachers required to work in excess of one hundred and eighty three (183) days (excluding new teachers) shall be paid 1/183 of their salary per day worked. This excludes teachers who volunteer to participate in an activity other than those listed in the Additional Pay Chart (XV D).
3. One (1) day or its equivalent over two (2) days from the 183 day school year may be used for formal, scheduled parent conferences. The times for these conferences can vary by school. The other two (2) days are professional days. Staff meetings/hours will be added when professional days are scheduled differently than a full day. A maximum of six (6) additional meeting hours may be added in a school year in lieu of one (1) day. Part time teachers must attend the full schedule on professional days and be present at parent conferences. With the permission of the Superintendent or designee, variations in the expectation for part time teachers will be allowed and the Association and Building Administrators will be so notified.

## B. Work Day

1. The teacher work day shall be six (6) hours and thirty (30) minutes.
2. The beginning and ending times of the school day shall be set by the Committee after consultation with the Association. Starting and ending times may differ for individual staff, but will not exceed the six (6) hour and thirty (30) minute timeframe. Changes in schedule will be mutually agreed upon by administration and the respective staff member before being implemented. Positions that will have a flexible schedule will be identified by administration each spring prior to the Job Placement Process.
3. The Committee agrees that to the extent possible it will provide its teachers with notice of the starting and ending times for the school day in the following school year by the last day of school of the current year.
4. Once the teachers are notified of the work day for the ensuing school year, there shall be no changes except for a catastrophic emergency.
5. The Committee will honor all Rhode Island Department of Education and legislative mandates concerning the length of the school day. It is agreed that the beginning and ending times will be adjusted accordingly to meet these mandates and regulations. The impact of such changes shall be subject to Collective Bargaining.
6. All teachers, including part time staff, must attend one (1) monthly staff meeting. A teacher who works at multiple schools is expected to attend only one (1) meeting. The part time teacher will attend the meeting where he/she is assigned for the majority of his/her schedule, or can determine which monthly meeting to attend after consultation with the building principals.
7. The Association and Administration agree to convene to discuss alternate ways of distributing professional development hours including early release days and/or the distribution of more than six(6) hours in after school meetings.

## C. Class Size

1. Kindergarten class size may not be any higher than twenty-one (21) students per class.
2. Grades one and two class size may not be any higher than twenty-three (23) students per class.
3. Grades three and four class size may not be any higher than twenty-five (25) students per class.
4. Grades 5-8 may not be any higher than twenty-five (25) students per class. However, after the first day of school, the maximum class size can be increased by a maximum of one (1) student per class. The daily class enrollment of teachers in these grades unless otherwise allowed in this agreement shall not exceed:

50	students for 2-member teams
75	for 3-member teams
100	for 4-member teams
125	for 5-member teams
5. Grades 9-12 may not be any higher than twenty-five (25) students per class. However, after the first day of school, the class size can be increased by a maximum of one (1) student per class. Any increase to class size beyond 26 must be discussed and agreed to by Administration and Association leadership. The maximum case load for high school teachers teaching five full-year courses is one hundred and twenty-five (125).

6. There are occasions when registrations exceed the above recommended limits and adding a classroom is not reasonable. The Committee will compensate teachers for each student over the above listed maximums. At the elementary level this compensation will be at \$3 per student, per class, per day; at the middle school level the compensation will be \$8 per student, per class, per day; and at the high school level the compensation will be at \$13 per student, per class, per day. The Committee agrees to add no more than five (5) additional students per grade level at the elementary and middle schools when using this option unless otherwise agreed to by Administration and Association leadership.

7. The pupil load and class cap exclude Band, Chorus, Freshman 101, Sophomore 102, Senior Seminar, and SOAR. Freshman 101, Sophomore 102 and Senior Seminar classes will be capped at 30.

8. Physical education grades 5-12: a full time teacher shall be assigned no more than three hundred (300) students per week, with no individual class in excess of twenty-eight (28) pupils.

9. Every effort will be made to ensure that no classroom teacher is overly burdened by composition of class load. Placements of students with Individual Education Plans will be done by a cooperative scheduling process between administrators and teachers.

10. Every effort shall be made to ensure that classes at each grade will be of approximate equal size when school begins in September. If a new class needs to be added, classes will be of approximate equal student size.

#### D. Composition of Special Area Classes

1. The composition of Special Education classes shall conform to state mandates.

2. Classes containing concentrations of pupils with Individualized Educational Plans (IEP), 504 Plans that identify significant modifications to instruction, or behavior plans shall be limited to approximately fifteen (15) students per class to permit optimum learning opportunities for such pupils unless the district has provided additional resources to the class. The Association, recognizing the difficulty of using a rigid class size ratio, agrees that from time to time the optimum number of fifteen (15) may be exceeded by two (2) pupils. Pupils shall be designated disadvantaged by the Administration in consultation with appropriate specialists and the classroom teacher.

3. The composition of special area classes (such as, but not limited to, physical education, music, industrial arts, etc.) shall not exceed more than two (2) consecutive grade levels in grades 1-8.

4. In unusual circumstances this provision may be waived by the building principal if he/she deems it to be in the best interest of the student.

#### E. IDEA

1. All reports and plans generated by the school district as a result of IDEA or the Regulations of the Board of Regents Governing the Special Education of Children with Disabilities shall be made available to the teachers of the system in accordance with all applicable federal and state laws.

2. The Committee agrees that all information which it receives from the Federal Government or State Department of Education with regard to children with disabilities shall be made available to the teachers.

3. In the case of 1 and 2 above, the Director of Student Services shall determine the method of making such information available.

## F. Lunch

Teachers shall have a lunch period equal to that of their students, but in no case less than twenty (20) minutes.

## G. Meetings

When teacher attendance is required at meetings to conform with IDEA, Regents' Regulations or other district mandated issues, it is understood that the teacher shall be provided with a professional or personal day after attending said conferences and/or meetings totaling five (5) hours and thirty (30) minutes, if those meetings occur during personal planning time, lunchtime or before or after school hours. A teacher will be compensated professional time if the five (5) hour and thirty (30) minutes takes place during planning time.

A teacher will be compensated with personal time if the five (5) hour and thirty (30) minutes accumulates before or after school or during a lunch period. The teacher must keep a record, which is then confirmed by the building administrator.

## H. Planning and Teaching Load

1. Elementary teachers (PreK-4) will have at least one (1) forty (40) minute consecutive professional period per day.
2. It is understood that, when a teacher in a special area is in charge of a class, the regular elementary teacher may leave the class.
3. Teachers at NPMS will have at least one professional planning period per day that will average forty five (45) minutes per day.
4. High School teachers will be assigned a maximum of five (5) classes over a two day period and will have no more than three (3) classes scheduled during one day. Secondary teachers shall not be required to teach more than two (2) unrelated academic subject matter areas.
5. All High School teachers will be assigned an advisory period one (1) day per week and a TASC period (Teachers in Academic Support Centers) four (4) days per week during which teachers will provide academic and instructional support to students in their current classes.
6. A joint committee made up of high school staff and high school administration will convene at the end of each semester to discuss the TASC and advisory period structure, activities and responsibilities. The Superintendent and Association Leadership will serve in an ex-officio status to approve any recommendations of that committee.
7. High School teachers will be required to participate in a structured common planning time every two weeks. These sessions will be scheduled on a rotating basis within and across departments. The administration, consultation with the leadership team, will determine the focus and scheduling of common planning time. Every attempt will be made to assign common planning time periods on days that teachers have a two period teaching day.

## I. Duties

1. Teachers at all schools shall have no morning, bus or recess duty. Teachers at the Narragansett Elementary School, hereinafter referred to as the "Elementary School," and Narragansett Pier School, hereinafter referred to as the "Pier School," shall have no lunch duty.
2. High school teachers will be assigned no more than one (1) duty per week during the TASC block. Duty period assignments shall be made on an equitable and rotating basis.

## J. Professional Periods

1. During non-teaching, professional periods it is understood that all teachers will make every effort to use this time for professional endeavors.
2. Teachers who leave the school building during professional periods shall notify the Principal's office. However, if unusual circumstances arise, the Principal has the right to request that the teacher not leave the building during said professional period.

## K. Teacher Certification

1. It shall be the responsibility of the individual teacher to secure the necessary credentials and make the necessary arrangements for certification as prescribed by state law. Educators can teach in any grade level for which they are certified, regardless of the type and structure of the school.
2. All teachers must maintain certification in all subject areas to which they were appointed by the Committee beginning with teachers hired in the 2006-2007 school year.
3. The Committee agrees to actively recruit certified substitute teachers. Substitutes will be called for all positions except psychologists, guidance counselors, social workers, LEA representatives and behavior specialists at the elementary school. Substitutes for reading teachers at the elementary school will be called after three (3) consecutive days of absence. Prior to the beginning of each school year, advertisements will be placed for certified substitutes for all positions except for those noted above.

## L. Other

1. Part-time teachers in special areas (i.e. PT, OT, Speech and Language) will be compensated on a ratio of the number of assignments they teach compared with the number of assignments taught by full-time special area teachers. The Committee reserves the right to review the utilization of part-time programs. If a part-time program is phased out, the part-time certified teacher in that area will be given preference for any teaching position within their area of certification. Part-time teachers working 3/4 time or more shall be provided full fringe benefits. Part-time teachers working less than 3/4 time shall receive benefits on a pro-rata basis.
2. Teacher participation in extra-curricular activities shall be voluntary.
3. Each school shall have a teachers' room which is neatly maintained and has proper lighting and suitable furniture. Office machines such as computers and copy machine shall be made available for teacher use.
4. Teachers will be consulted and informed of any room or schedule changes three (3) school days in advance.
5. It is recognized that planning is necessary when making field trip requests. Teachers shall make such requests at least two (2) weeks in advance.
6. Written agendas will be provided for all teachers at least three (3) days prior to all full staff meetings. This provision may be waived by the Superintendent of Schools in case of emergency.
7. General paging of students and teachers will be eliminated and the PA system will be used only for necessary announcements.



## ARTICLE V

## PROTECTION

A. Teachers will immediately report in writing to the school principal all cases of assault or any injury suffered by them in connection with their employment.

B. This report will be forwarded to the Superintendent of Schools and the Committee. The Superintendent of Schools and the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.

### C. Workers' Compensation

1. Whenever a teacher is absent from school as a result of personal injury caused by an assault and/or accident occurring in the course of his/her employment, he/she will be paid his/her full salary. At the same time, such employees are eligible to collect workers' compensation. The individual shall be responsible for reimbursing the Narragansett School System for all payments received from the Workers' Compensation insurance relating to salary. These payments will be made as soon as the individual receives compensation, related to salary, from the insurance carrier. One third of such absence, related to Workers' Compensation time, shall be charged to his/her annual leave, i.e., one day charged for every three days of absence.

2. The Committee shall have the right to have the teacher examined by a physician designated by the Committee for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

D. The Committee will provide adequate liability insurance for teachers on field trips and in all other supervisory capacities.

E. The Committee will assume liability or provide sufficient insurance covering all school department personnel covered by this master agreement who may be involved in legal proceedings resulting from administering first aid help to children.

F. Teachers will receive prompt, written notification of pupils in their classes who have severe physical and/or emotional problems within the knowledge of the administration.

G. An administrator or designee will be present in the building each day.

## ARTICLE VI

## TEACHER ASSIGNMENT

A. In order to ensure that pupils are taught by teachers working within their areas of competence, teachers cannot be assigned, except within the limitations of state law and for good cause, outside the scope of their teaching certificates.

B. No later than the end of the school year, teachers shall be given the following information of their programs for the coming year:

1. Subject, grades and classes to be taught.

2. All pertinent information available at that time about special situations or unusual classes to be taught.

If changes occur during the summer, which require a change in a teacher's program, the principal, supervisor, or department head involved shall provide notification to the teacher by August 15.

No change in assignment shall result in a change in the teacher's workday except for catastrophic circumstances.

C. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules as soon as practicable.

Teachers who are assigned to more than one (1) school in any one (1) school day shall be compensated for travel between buildings at the IRS Standard Mileage Rate.

D. All part-time positions such as, but not limited to, tutors, home teachers, special programs teachers, adult education teachers and similar positions that may arise, shall be posted with job specifications or descriptions. Teachers in the Narragansett School System shall receive first preference for such positions.

Any Narragansett teacher not chosen shall receive a written statement of reasons from the appropriate principal or administrator within five (5) school days of the appointment.

E. Teachers who attend conferences approved by the Principal and Superintendent of Schools will be reimbursed for travel and conference fees from the school budget for school priorities and from the system budget for system-wide priorities.

## **ARTICLE VII            PERFORMANCE EVALUATION**

A. Performance Evaluations shall be conducted in a fair and equitable manner and in accordance with the procedures developed by the District Evaluation Committee as long as those procedures align with the Rhode Island Model of Teacher Evaluation developed by the Rhode Island Department of Education. The parties agree that the procedures may be amended by the District Evaluation Committee from time to time as long as they are in compliance with the Rhode Island Model described herein.

B. Any complaints regarding a teacher, made to the Administration by any parent, student, or other person, will be promptly called to the teacher's attention in privacy. Similarly, teachers are to register complaints in privacy.

C. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and in privacy.

D. Reference from outside sources secured with regard to initial employment, and for advancement, shall not be subjected to examination and reproduction by the teachers.

E. Teachers will not have a role as evaluators in the Performance Evaluation process.

## **ARTICLE VIII            DEPARTMENT CHAIRPERSONS AND TEACHER LEADERS**

### A. Stipend

Department Chairpersons shall receive \$5000 annually. Teacher Leaders shall receive \$3000.

### B. Duties

Department Chairpersons will have no extra duties.

### C. Job Descriptions

Job Descriptions outline the expectations of each position.

D. If the need arises and Administration and the Association agree, a committee may review and revise the qualifications and duties of Department Chairpersons and Teacher Leaders. There shall be representation from Administration, members currently in these positions, Association leadership and members of the teaching staff.

E. No person assigned to extra-duty position shall acquire tenure in that position.

## **ARTICLE IX PERSONNEL FILES**

The following principles shall apply in keeping of teacher personnel files:

A. No material shall be placed in the file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed, but does not necessarily indicate agreement with its contents.

B. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy. A copy of the teacher's answer will be submitted to the Superintendent of Schools simultaneously for filing.

C. The teacher, upon request and during regular office hours, shall be permitted to examine his/her file. This inspection shall be in the presence of the Superintendent of Schools or his/her designee.

D. The teacher shall be sent a copy of all the material placed in his/her file.

## **ARTICLE X VACANCIES, TRANSFERS AND PROMOTIONS**

### A. Vacancies

1. Vacancies shall be defined as:

a. the creation of a new position;

b. a position created by the promotion, resignation or retirement of a teacher; or

c. an opening which no member of the bargaining unit is on a one (1) year leave and expected to return.

2. In order to qualify for a vacancy, the teacher must have the required certification(s) and meet the qualifications as determined by the Superintendent of Schools as listed on the posting for the vacancy. A review of the teacher's evaluations will be part of the selection process. Seniority will be the deciding factor when all indicators are equal.

3. All vacancies in new and/or existing teaching positions and/or promotional positions shall be published by a written notice and posted on the Narragansett School System human resource system. A notice shall be sent to the Association President and copies of the notice shall be posted in every building. No vacancy shall be filled permanently until notice of such vacancy shall have been posted as far in advance as possible before the final date when applications must be submitted and in no event, less than two (2) weeks before such date. Bargaining unit members are considered first. If internal candidates do not meet the criteria, external candidates will be considered.

4. Qualifications and other pertinent information shall be set forth in notices of such vacancies.

5. The Superintendent of Schools shall make a diligent effort to identify and fill all vacancies prior to the commencement of the school year.

6. When a vacancy occurs after the commencement of the school year, but prior to October 15, which results in the reinstatement of a position held by a teacher displaced the previous school year, said displaced teacher shall have the option to voluntarily transfer to her/his former position. All other vacancies occurring after the commencement of the school year shall be filled according to the procedure set forth in Article X.A.7. below.

#### 7. Temporary Appointments

When a vacancy occurs after the commencement of the school year and is not filled in accordance with the procedure provided in Article X.A.5., above, the Superintendent of Schools shall be allowed to fill said vacancy by a temporary appointment according to the following procedure:

a. Said position shall be filled on a permanent basis as part of the Job Placement Process at the end of that school year. A temporary appointment shall be made through the end of the current school year.

b. Part-time teachers with appropriate certification shall have the first option to fill such temporary vacancies through the end of the school year. If no permanent, full time position is available, a part-time teacher appointed to fill a temporary vacancy will return to her/his former position held prior to filling the temporary vacancy.

c. In the event there is no part-time teacher with the appropriate certification available, a teacher with the appropriate certification on the recall list may fill a temporary vacancy, in accordance with the Agreement and the Recall Memorandum. In the event a part-time teacher or the recall procedure does not fill the temporary vacancy, it shall be filled by employment of a temporary new hire.

8. For those vacancies which are not filled in accordance with the procedure outlined in Article X.A. or B., a screening committee shall be established.

9. Vacancies do not occur as the result of a rescinded layoff notice.

#### B. Part Time Positions

1. A part time position shall be described as a position which exists for either less than a full day, or exists for less than a full week (i.e. three (3) full days per week only – 3/5<sup>th</sup>).

2. There are occasions when a part time position is changed to a full time one. Such changes usually occur between the end of one school year and the beginning of the next school year.

3. Any part time position which is changed to full time shall be posted and filled in accordance with Article X of this Contract. However, the holder of the part time position, if displaced, must be assigned to a position in accordance with the Contract if one is available (i.e. by either voluntary or involuntary transfer).

#### C. Voluntary Transfers

1. Except as provided in Article X a transfer shall be defined as:

- a. from one grade to a different grade at the elementary school;
- b. from one area of certification to a different area of certification;
- c. from one building to a different building.

2. Voluntary transfers will be handled through the Job Placement Process.

3. It is understood by and between the parties that elementary special education teachers must be assigned so as to conform to state and federal requirements. Special education teachers are assigned to a particular school building, but not to any particular grade or level. Likewise, special subject teachers and content teachers in Grades 7-12 are assigned to a building by content area but not a particular grade or level.

4. The procedures outlined in Article X.A. and B. shall be followed except in the following areas:

a. Any teacher who has less than three (3) years experience in Narragansett shall not be eligible to voluntarily transfer pursuant to Article X unless approved by the Superintendent of Schools.

b. A teacher who is currently under a plan of assistance as a result of the evaluation process pursuant to Article VII shall not be eligible to voluntarily transfer pursuant to Article X unless approved by the Superintendent.

c. A teacher will not be allowed to transfer voluntarily to any of the following positions unless said teacher meets the special qualifications of that position as outlined in the job description. Qualifications will be determined by the Superintendent of Schools. In the event that the request is denied, the applicant shall receive written notice of reasons for the denial from the Superintendent of Schools.

- (1) Computer Technology
- (2) Behavior Specialist
- (3) Enrichment Teacher
- (4) Literacy Coach
- (5) Math Coach

#### D. Involuntary Transfers

1. When involuntary transfers are necessary, a teacher shall not be assigned to a position outside his/her area(s) of certification. Teachers transferred involuntarily shall be transferred only to a comparable position.

2. Notice of proposed involuntary transfers shall be given to the teachers involved immediately upon knowledge of such transfers.

3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent of Schools or designee, after which time the teacher shall be notified of the reasons for the transfer in writing.

4. Under no circumstances may a teacher be involuntarily transferred arbitrarily, or for unsubstantiated disciplinary reasons.

5. Normally, no involuntary transfer shall be implemented subsequent to the first day of school of the school year in which the transfer is to become effective.

In emergency situations transfers may be made by the Superintendent of Schools after communication with the Association President.

6. All vacancies shall be filled by voluntary transfers whenever possible.
7. When qualifications are equal in the judgment of the Superintendent of Schools, the teacher with the least seniority will be transferred.

#### E. Promotional Vacancies

1. Promotional positions are defined as follows: positions within the bargaining unit paying a salary differential.
2. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent of Schools or his/her specified representative within the time limit specified in the notice.
3. Candidates shall be recommended on the basis of qualifications as determined by the Superintendent of Schools, for the position. Where qualifications are equal, seniority in the Narragansett School System shall prevail.
4. Upon written request, a teacher who has not been appointed to a promotional position for which he/she has made application shall have the right to request a meeting with the Superintendent of Schools to discuss the reasons why he/she was not appointed.

F. Procedural changes to this article required because of BEP regulations (Basic Education Program Regulations of the R.I. Board of Regents for Elementary and Secondary Education) will be jointly developed by the Association and the Superintendent of Schools or his/her designee.

### **ARTICLE XI SENIORITY, LAYOFF, RECALL**

To the extent permissible by law, the parties hereto recognize and accept the principal of seniority in all cases of layoffs and recalls.

#### A. Seniority

1. Seniority is defined as the length of teaching service and/or approved leave of absence within the Narragansett School System. Seniority does not accrue during a period of layoff. Seniority shall commence as of the day a teacher is appointed by the Committee provided, however, that in the event a teacher is appointed to a position after having begun service in the same position, said teacher's seniority shall date from his/her first day of service.
2. If the initial seniority date is the same for two or more teachers, seniority shall be determined by drawing lots. The lots shall be administered by the Superintendent of Schools, with the Association President drawing the names. The affected teachers shall be present when the lots are drawn.
3. On or before November 15th of each year, the Committee shall publish a system wide seniority roster which will be posted in each school. If a teacher questions his/her position on the roster and it cannot be resolved informally, the dispute shall be referred to the grievance procedure.
4. Seniority shall terminate upon:
  - a. Resignation;
  - b. Discharge for cause;
  - c. Failure to return to work upon expiration of a leave of absence;
  - d. Refusal to accept recall pursuant to C5;
  - e. Failure to maintain certification.

## B. Layoffs/Displacement

Displacement occurs when there has been the elimination or reduction of a grade level, course selection or program. Layoffs shall be in inverse order of seniority within the areas of certification affected by the layoff. In these situations, to avoid layoff, a senior teacher shall displace the most junior employee in the bargaining unit in which he/she holds certification.

## C. Recall

1. Any teacher laid off pursuant to this section shall have the right to recall in order of seniority, provided such person was not hired as a one-year temporary replacement for a person on leave. The person recalled must meet the vacancy requirements as listed in Article X. A. 2.
2. The right to recall extends to teaching vacancy in an area in which the laid off teacher is certified at the effective date of layoff.
3. No vacancy shall be posted pursuant to Article X until all teachers on layoff, who have the right to recall to such vacancy, have been offered recall in order of seniority, pursuant to section C4.
4. When the Committee intends to fill a position for which a laid off teacher is eligible, the Superintendent of Schools shall notify said teacher by certified mail, return receipt requested, at the last known address. The teacher will notify the Superintendent of Schools in writing of his/her intent to accept or reject the position within a period of fourteen (14) calendar days after receipt of notification.
5. If a notified teacher refuses to accept the position offered, or fails to respond to such notification within the above time limit, such teacher will lose all rights under this provision. Should this occur, the Superintendent of Schools will then notify the teacher with the next highest seniority in the area of certification of such vacancy, and the same procedure will apply.
6. Full time teachers shall not forfeit seniority standing by acceptance or refusal to accept recall to part-time employment.
7. Part-time employees shall not forfeit seniority by refusal to accept recall to employment requiring a lesser teaching load than was carried during their part-time employment.
8. A teacher may elect or reject recall to a position if the position which he/she is offered is for a shorter duration than the length of his/her original appointment.
9. The termination of seniority also prohibits the teacher from being placed on the recall list.

D. Procedural changes to this article required because of BEP regulations (Basic Education Program Regulations of the R.I. Board of Regents for Elementary and Secondary Education) will be jointly developed by the Association and the Superintendent of Schools or his/her designee.

## **ARTICLE XII LEAVES OF ABSENCE**

The Provisions of the Federal and State Family and Medical Leave Law will apply. (Reference: U.S. Department of Labor Employment Standards Administration Wage and Hour Division, W.H. Publication 1477, July 1993.)

### A. Absences Due to Personal Illness

1. Full pay for personal illness of regularly employed teacher or members of his/her immediate family, as defined in Article XII, E, on the basis of fifteen (15) days per year cumulative to one hundred and fifty (150)

days will be allowed. If subject to quarantine by order of the Health Department, there shall be no loss of salary nor shall the time lost be deducted from sick leave. If illness is over three (3) consecutive school days, certification from a doctor may be requested by the Superintendent of Schools. The Association agrees that malingering shall not be condoned. Unusual cases will be handled individually by the Superintendent of Schools and the Committee.

2. Teachers shall receive written notification of their accumulated sick leave status at the beginning of the school year.

3. In addition to any accrued sick leave, all full-time teachers (.75 or above) will be credited fifteen (15) sick days in September of each year. All part-time teachers (.7 or below) will be credited with a pro-rated number of sick days. A teacher on sick leave shall first use accrued sick days; however, if these days are exhausted, the teacher will draw on the sick days credited for the current school year. A teacher employed after the start of the school year will be credited with a pro-rated number of sick days.

4. A teacher on leave, other than sick or maternity leave, will not accrue sick days. In the event that the teacher's employment terminates during the school year, and at that time of such termination his or her sick leave account has been overdrawn, the final salary payment to the teacher will be reduced by the amount paid for such overdrawn sick days.

5. Abuse of sick time or use of unauthorized leave may result in pro rata loss of pay or other discipline.

6. The Association will determine procedures and policy regarding donation of sick days to members who are absent due to a major illness, injury or accident. The Committee will administer the procedures that are developed.

7. In no event may an individual be allocated more than one hundred and eighty (180 days) by members of the collective bargaining unit related to any one illness, injury or accident.

8. There shall be a maximum cap of two years allowed under this provision. Any request for an extension of this cap may be made to the Committee.

#### B. Absences Due to Death in Immediate Family

A teacher who is absent because of the death of a member in the immediate family shall receive full pay for up to five (5) days. Immediate family is hereby defined as: son, daughter, husband, wife, brother, sister, father, mother, grandchild, or any member of the teacher's household. Further, each teacher may be absent for two (2) days without loss of pay due to the death of his/her mother-in-law, father-in-law, brothers-in-law, sisters-in-law, grandparents, aunt, uncle, niece, or nephew. Any absence because of death in immediate family shall be recorded with the Building Principal and submitted to the Superintendent of Schools.

#### C. Absence Due to Court Leave

Should a teacher be called for jury service, or be summoned for court, in which the personal interest of the teacher is not involved, he/she shall be paid his/her regular salary and the days discharged as court days. If a teacher is summoned to court on a personal matter, he/she shall discharge personal or sick time. If the teacher does not have any available days to discharge, he/she must take leave without pay.

#### D. Temporary Leaves of Absence

1. Teachers shall be entitled to two (2) days per year to attend to personal business. The Association agrees that such personal days shall not be used for leisure or recreational activities. Personal leave should be used to attend to matters which cannot be accomplished at any other time except the normal school day. Personal days may not be used prior to or immediately following a holiday or vacation



without the permission of the Superintendent of Schools. Unused personal days will be added and accumulate to the individual teachers' sick bank and credited at the end of each school year.

2. The Superintendent of Schools may permit members of the professional staff an additional day of absence each school year for emergency purposes.

3. Said temporary leaves of absence may not be charged as sick leave or become cumulative.

4. Extended vacations and/or unauthorized leave shall result in loss of pay equal to the number of unauthorized days multiplied by the daily rate of the individual teacher.

5. Military Leave

a. When requested, the Committee shall grant a professional employee leave of absence for required military training not to exceed ten (10) school days in any calendar year. Such employee shall receive the difference between his/her teacher salary and the salary earned while on duty.

b. Military leave, without pay, will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he/she would have attained had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years. All benefits to which a teacher was entitled at the time of commencement of his/her military leave, including unused sick leave will be restored to him/her upon his/her return.

c. Any teacher called to emergency military duty shall be granted a leave of absence for the period under military jurisdiction. Such teacher shall receive the difference between his/her teacher salary and the salary earned while on such duty, limited to a period of not more than ten (10) school days subject to extension at the discretion of the Superintendent of Schools.

E. Absences Due to Serious Illness Within the Immediate Family

1. Reasonable leaves, without loss of pay, shall be granted in cases of serious illness within the immediate family. Immediate family is hereby defined as: teacher's mother, father, husband, wife, son, daughter, or any member of the teacher's household.

2. Reasonable leaves granted by the Superintendent under this article shall be in those cases when the teacher has exhausted all accumulated sick leave under Article XII.A. Further, the maximum number of days allowed in such cases of serious illness shall not exceed five (5) days.

3. The understanding of the parties is that the language contained in this article, Immediate Family, "any member of the teacher's household. . ." while not specifically defined in this Contract, is meant to include such individuals as: significant others and those for whom the teacher has substantial financial or familial responsibility. This term is not meant to include those persons whose relationship is casual or transient.

F. Maternity Leave

Maternity Leave shall be for the period of time during the pregnancy in which the teacher is physically or psychologically disabled by reasons of the pregnancy from performing her duties as a teacher and extending after the termination of the pregnancy for the period of time immediately following said termination that the teacher is physically or psychologically disabled from performing her duties as a teacher.

The teacher must notify the Superintendent of Schools in writing of her pregnancy as soon as possible but not later than thirty (30) days prior to said leave and inform the Superintendent of Schools in said notification of the estimated date given by her doctor at which her disability will prevent her from performing her teaching duties.

The teacher must also notify the Superintendent of Schools after the termination of the pregnancy of the estimated date given by her doctor at which she will be able to return to her teaching duties.

While absent on maternity leave the teacher shall be entitled to utilize all of her sick leave. If the maternity leave extends beyond the number of days sick leave accumulated by the teacher, then the remainder of the maternity leave shall be without pay; however, fringe benefits will continue to be paid by the Committee. The teacher must return from maternity leave as soon as she is physically and/or psychologically able to perform her duties as a teacher.

### G. Parental Leave

In addition to maternity leave, the teacher may elect to take unpaid parental leave. The teacher taking such leave may select one (1) of the following options:

1. A maximum six (6) weeks unpaid leave, following maternity leave, to commence after sick leave is exhausted. The teacher's return must commence with the beginning of the nearest school term within the six (6) week period.
2. A leave to extend to the following September.
3. A leave to extend to the second September following the birth or adoption.

In 2 and 3 above, the teacher must notify the Superintendent of Schools prior to February 1<sup>st</sup> following the birth or adoption of the child of the teacher's intent to return. All teachers on parental leave shall have continuous fringe benefits for three (3) months following the birth or adoption of a child. The option of retaining all fringe benefits will continue provided they reimburse the Narragansett School System for any costs involved.

### H. Absence for Educational Purposes

Absence for educational purposes are considered professional time and may be granted at the discretion of the Superintendent of Schools with no reduction in salary.

### I. Sabbatical Leave

Sabbatical Leave may be granted to teachers who have been in the Narragansett School System for at least seven (7) years. Thus, an individual will be eligible for sabbatical during his/her eighth (8th) teaching year in Narragansett. The following basic provisions shall be met for an individual to be eligible for this sabbatical program.

1. Complete necessary candidate forms as may be required and submit to the Superintendent of Schools through the Principal by December 15th of the year previous, to which a statement of what is to be done during the sabbatical and a positive statement of the value of the leave to the individual and the Narragansett School System. The candidate must notify the Association of this application.
2. The Superintendent of Schools will make recommendations to the Committee for final approval prior to annual budget preparations following the January School Committee meeting. If leave is denied, the teacher will be informed in writing as to the reasons. Leave will be denied only for good and just cause.
3. The sabbatical leave period will be for one (1) school year, or one-half (1/2) of the school year.
4. Teachers on one (1) year sabbatical leave shall receive fifty percent (50%) of their scheduled salary for a full year. Teachers on one-half (1/2) year sabbatical shall receive fifty percent (50%) of their scheduled salary (i.e. twenty-five percent (25%) of their annual salary) during the sabbatical leave. Fringe benefits will continue to be provided by the Committee.
5. The candidate shall agree in writing, prior to final approval by the Committee, that upon termination

of the sabbatical he/she will return to the Narragansett School System and fulfill a minimum of two (2) years as an employee.

6. The candidate who fails to fulfill this obligation shall indemnify the school system for the amount paid during the sabbatical leave and forfeit accrued benefit for that period.

7. The candidate shall be returned to the appropriate step in his/her salary program as though he/she had not been on leave.

8. A written evaluation of the year and the value such leave will provide to the school system shall be required of the sabbatical leave participant upon completion of the leave.

9. Said report may also be presented to the Committee in person.

10. The total number of acceptable candidates in the sabbatical leave program for any given school year shall be no more than two (2).

11. The candidate may reapply annually if not first accepted.

12. A candidate that has been on sabbatical leave under the provisions of this Article may be eligible again after seven (7) years from the date of the last leave terminated.

13. As a safeguard, both to the teachers and to the Committee, should a teacher who has been granted a sabbatical leave fail to accept it, he/she then shall forfeit the right to sabbatical leave for three (3) school years.

#### J. Unpaid Leave of Absence

1. Upon request, a teacher will be granted an unpaid leave of absence for one (1) year, subject to the following conditions:

a. The teacher shall have at least five (5) years teaching experience in Narragansett;

b. Submission of the request shall be made no later than February 1<sup>st</sup> preceding the year being requested. Extenuating circumstances will be reviewed by the Superintendent of Schools and the Committee for those requests made after February 1<sup>st</sup>;

c. Each teacher shall be entitled to only one (1) such leave of absence;

d. No more than four (4) such leaves shall be granted per year;

e. If more than four (4) teachers submit requests for such leaves, the four (4) senior teachers shall be granted the leaves;

f. Upon return, a teacher on such leave shall be returned to his/her former position;

g. Teachers on unpaid leave of absence may purchase the group health plan at the teacher's expense.

2. Unpaid Leave of Absence greater than one year.

a. Upon request, a teacher may be granted an unpaid leave of absence. Upon return from said leave, the teacher shall return to a comparable position.

b. Teachers on unpaid leave of absence may purchase the group health plan at the teacher's expense.

### **ARTICLE XIII SALARY SCALE**

A.

Step	2015-2016	2016-2017	2017-2018
1	\$41,199.28	\$41,199.28	\$41,199.28
2	\$42,895.09	\$42,895.09	\$42,895.09
3	\$45,220.20	\$45,220.20	\$45,220.20
4	\$48,134.27	\$48,134.27	\$48,134.27
5	\$51,053.66	\$51,053.66	\$51,053.66
6	\$54,000.00	\$54,000.00	\$54,000.00
7	\$56,000.00	\$56,000.00	\$56,000.00
8	\$61,000.00	\$61,000.00	\$61,000.00
9	\$66,000.00	\$66,000.00	\$66,000.00
10	\$79,620.58	\$80,416.79	\$81,220.96

B. Placement of Teachers

The Superintendent of Schools will be responsible for evaluating and crediting of past experience, service and training and determining the placement of new teachers and temporary teachers who transfer to permanent positions. The Superintendent of Schools will be fair and equitable in exercising his/her authority under this provision.

C. The Association and Administration agree to convene a joint study group to consider a restructuring of the teacher salary scale for a future collective bargaining agreement.

### **ARTICLE XIV FRINGE BENEFITS**

A. The Committee shall provide during the term of this agreement, for all professional personnel .6 FTE and above of the Narragansett School System and their families, a comprehensive medical care plan and dental plan equivalent to the plans in effect at the time of the execution of this agreement (Blue Cross Healthmate Coast to Coast and Delta Dental Premiere National Coverage).

Each member covered under the terms of this agreement will pay a co-payment for health benefits according to the following:

FTE	.75-1.0	20%
FTE	.6-.74	30%

B. A Benefit Summary sheet will be provided to members outlining the details of the plan each year.

C. The Committee agrees to continue the purchase of a dental rider which will permit students to the age of 23 to continue coverage.

D. Teachers may elect another health plan of their choice. However, the teacher shall pay any premium cost in excess of medical coverage being offered by the Committee.

E. If the premium cost is projected to increase more than 10% in a given year, a joint committee made up of the Superintendent of Schools, the Director of Finance, the Association President, and/or their designees, will convene to discuss alternative options within the health plan and/or to explore other options to keep the

premium cost increase at or below 10%. A working rate from a third party healthcare provider will be obtained for verification purposes.

F. The Committee will pay for each teacher the full premium cost for term life insurance coverage in the amount of forty thousand dollars (\$40,000).

G. Teachers will be eligible to participate in a "tax sheltered" annuity plan in accordance with procedures mutually acceptable to the Committee and the Association.

H. The Committee will permit retired teachers to continue in the group Blue Cross and Delta Dental Plan 65 or their equivalent plans by paying premiums through the Town of Narragansett.

I. The Committee may substitute insurance carriers for active, retired, spousal, dependant or survivor coverage provided equivalent coverage is given at no greater cost to the beneficiary. The Association and Committee agree to review proposals from health care providers for the coverage of active, retired, spousal, dependent or survivor coverage and reserve the right by written mutual agreement to change carriers and or administrators or modify coverage as circumstances may require.

J. Health Care Buy Back

1. For those employees who are eligible for healthcare and who choose not to receive coverage, the Committee will pay the employee the following. Benefits shall be prorated for those teachers whose FTE is between .6 and .75.

	<b>Individual</b>	<b>Family</b>
Dental	\$127.00	\$376.00
Medical	\$932.00	\$2,784.00

2. Employees who opt for the buy-back provision shall inform the Superintendent by September 15th of each school year.

3. Payment shall be in a separate check in two (2) equal installments (December and June).

4. Employees may reenter the health and dental plans on the open enrollment date of each year. In cases of emergency or when no health coverage exists, employees may reenter the medical plan before the anniversary date with carrier approval.

5. Any employee who shall reenter under paragraph 4 above, shall reimburse the Committee for the pro-rated share received, representing the time period following reentry. Reimbursement shall be by regular and equal payroll deductions and shall be repaid in total prior to the next enrollment period.

K. Health Care Retirement Clause

Teachers with a minimum of ten (10) years teaching experience in the Narragansett School System will, upon their retirement, receive post-retirement health care benefits in accordance with Schedule A in the Appendix of this agreement. In addition the following limitations apply:

1. Teachers shall be eligible to receive up to forty-eight (48) months of a single plan of health care insurance upon retirement. Such benefits shall be provided to retirees on the same terms and conditions as such benefits are provided to actively employed teachers; provided, however, that no retiree who receives health insurance under this Article shall be obliged to pay any portion of the health insurance premium during the period in which they receive such retirement health insurance benefits. The value of this deferred benefit shall be established at the date of retirement.

2. Teachers may elect to defer coverage for a period of no more than five (5) years. Teachers who defer this benefit shall pay the difference between the established cash value as defined in section 1 (above) and the cost of the elected health care plan. In the event that a member who had deferred coverage is prohibited from re-enrolling (including any prohibition of re-enrollment by the health insurer), the district agrees to pay the teacher the value of coverage established under subsection 1 (above). The value shall be established at the date of retirement.

Example: Teacher A retires on June 30, 2007, defers commencement of healthcare coverage until June 30, 2011 and is prohibited from re-enrolling by insurance regulations or carrier policy. The district will pay the individual the value of four years single plan health care. Assuming the value on June 30, 2007, of a single plan for one year was \$5000, the district would pay the teacher \$20,000.

3. The provisions of this section shall be consistent with any and all state and federal laws. To the extent that any of the provisions of this section are prohibited by any state or federal law, the district agrees that the district shall provide a payment to retirees upon retirement an amount equal to forty-eight (48) months of a single plan of health care insurance, the value of which is established on the date of retirement, minus the value of any coverage already provided under subsections 1, 2, and 3 (above).

#### L. Tuition Reimbursement:

1. All teachers who have completed three (3) years of employment in the Narragansett School System shall be eligible for tuition reimbursement subject to the conditions and procedures set forth in this Article.

a. Application for reimbursement along with proof of payment must be filed on or before deadlines set forth in Section 4 and the Superintendent of Schools shall have sole discretion as to approval under this provision. The Superintendent of School's decision regarding application for approval can be appealed to the Committee within thirty (30) days of the Superintendent of School's decision. The Committee's decision on appeal is final and binding and not subject to the grievance procedure under this Contract.

b. To receive tuition reimbursement for courses approved as aforesaid, a teacher must successfully complete the course. In graded courses he or she must pass with a grade of B (or its equivalent) or better.

c. Teachers, following receipt, shall promptly submit grade reports, or official transcripts for graded courses or proof of completion for ungraded courses, to the Superintendent of Schools.

2. Tuition reimbursement will be in an amount equal to fifty percent (50%) of the cost of the course. This amount is not to exceed 50% of the cost of a three (3) credit graduate course at the University of Rhode Island. Teachers are eligible for one course reimbursement per year.

3. All courses must be preapproved by the Superintendent of Schools.

4. Application for tuition reimbursement for first semester courses must be received no later than September 25th, for second semester courses by February 1, and for summer courses by July 10. Reimbursement for online courses should be submitted within two (2) weeks of enrollment.

5. \$8,000 shall be available for annual tuition reimbursement as specified in section 3.

6. Application for approval received as of each of the application deadlines as specified in section 4 shall be prioritized as follows:

- Priority 1: Degree courses or non-degree courses taken in teaching field.  
Priority 2: Courses taken which are a specific outgrowth and recommendation from a primary evaluator following a teacher's performance evaluation, within two (2) years of said evaluation.  
Priority 3: Certificate renewal courses not necessarily in a graduate program.

7. No teacher who has received notice of suspension or non-renewal shall be eligible for tuition reimbursement except for courses for which application was made and approved prior to such notice.

8. Teachers earning credit in fall or spring semesters will be reimbursed within forty-five (45) days of submission of evidence of satisfactory completion of the course work to the Superintendent. A teacher who fails to submit satisfactory evidence as outlined in 1.c. of this Article within the forty-five (45) days indicated, forfeits the right to reimbursement.

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

## **ARTICLE XV            EXTRA AND CO-CURRICULAR ACTIVITIES/ADVANCED DEGREES, LONGEVITY**

A. All extra curricular and co-curricular positions shall be compensated according to the following point scale:

### **ACTIVITY POINTS**

All extra curricular and co-curricular positions shall be compensated using a point scale and categories listed in the following chart. Any new activity will be placed into the appropriate category by agreement between the Association and the Committee.

Each point shall have a value of \$652 for the three (3) years of this contract. This list is meant to provide a pay scale for activities if they are offered by the Narragansett School System in any given year; it is not meant to guarantee funding of all activities. All activities will be reviewed annually.

Narragansett High School		Narragansett Pier Middle School	
<b>Class Advisors</b>		<b>Class Advisors</b>	
<b>position</b>	<b>points</b>	<b>position</b>	<b>points</b>
Freshman Class Advisor	2	Student Council	1.5
Junior Class Advisor	3	Pier Peer	1.5
National Honor Society	2	Student Mentor	1.5
Senior Class Advisor	3		
Sophomore Class Advisor	2		
Advisee/Advisor Coord.	2.5		
Student Council	2		
World Lang. Honor Society	1		
<b>Performance Groups</b>		<b>Performance Groups</b>	
<b>position</b>	<b>points</b>	<b>position</b>	<b>points</b>
Chorus	2	Band	2
Band	4	Chorus	2
Drama Club	2	Drama Club	2
Drama Coach	5	Drama Coach	4
Dance Team	1.5		
<b>Competitive Groups</b>		<b>Competitive Groups</b>	
<b>position</b>	<b>points</b>	<b>position</b>	<b>points</b>
Academic Decathlon	2	Destination Imagination	1
Envirothon	2.5	Feinstein Advisor	1.5
FFA	4	Groundhog/Job Shadowing Day	1
Math Team	2	Color Guard	.5
Mock Trial	1.5		
Ocean Science Bowl	1.5		
Color Guard	.5		
<b>Clubs</b>		<b>Clubs</b>	
<b>position</b>	<b>points</b>	<b>Position</b>	<b>points</b>
Foreign Language Club	1	Chess Club	1
SADD	1		
GSA	1		
Tolerance Team	1		
<b>Publications</b>		<b>Publications</b>	
<b>position</b>	<b>points</b>	<b>Position</b>	<b>points</b>
Video Yearbook	1.5	Yearbook Advisor	3.5
Yearbook	4.5	Yearbook if part of work assignment/class	2
Yearbook if part of work assignment/class	2.5	Newspaper	1

B. Advanced Degrees

Category	2015-16	2016-17	2017-18
B +36*	\$2,274.31	\$2,274.31	\$2,274.31
Masters	\$3,803.70	\$3,803.70	\$3,803.70
Masters + 15	\$4,338.47	\$4,338.47	\$4,338.47
Masters + 30 or 2 Masters	\$4,514.30	\$4,514.30	\$4,514.30
CAGS or Ph.D.	\$5,552.61	\$5,552.61	\$5,552.61



\*only those teachers employed prior to July 1, 1981 will be compensated for B + 36

Teachers possessing National Teacher Board Certification shall receive three thousand dollars (\$3,000). The National Teacher Board Certification stipend shall be in addition to any advanced degree stipend.

All current members and those members who were hired by the Committee by on or before November 1, 2002 shall be grandfathered for advanced degrees currently received.

Advanced degrees for teachers whose schedules are below .75 and who are hired after November 1, 2002 shall be prorated.

C. Longevity

Years of Service	2015-16	2016-17	2017-18
15 Years	\$1112.19	\$1112.19	\$1112.19
20 Years*	\$1561.64	\$1561.64	\$1561.64
25 Years	\$2222.29	\$2222.29	\$2222.29

\*The category of 20 years longevity is eliminated with the exception of those teachers already in that group as of September 1, 2009.

1. Longevity shall be credited for services within the Narragansett School System only and accrue on a year-to-year basis. Employees must have 135 (one hundred and thirty five) or more school days on the payroll to be credited with one (1) year of longevity. However, all members who were hired by the Committee on or before November 1, 2002 shall be grandfathered under this clause.
2. There shall be no proration of longevity for part-time employees.

D. Additional Pay

\$20.00	\$25.00	\$45.00	Per Diem
Intramurals	Detention	Summer School Extended School Day HW Club Tutoring Academic Hours Curriculum	Performing the same work, same program, for same length of day. Guidance Counselors Summer Work: 1 day per MS counselor; 2 days per nurse; 3 days per HS counselor; Add'l 8 days, one HS Guidance Counselor 5 days for HS Special Ed, Scheduling

**ARTICLE XVI PAYMENT OF SALARY**

A. The Committee agrees to offer teachers the following options regarding payment of salary.

1. Salary shall be paid from September to June 30, bi-weekly. (a) the total yearly salary being divided by twenty-one (21) equal payments; or (b) the total yearly salary being divided by twenty-six (26) equal payments with balloon payment consisting of five (5) payments paid the last pay period in June.
2. Any teacher electing to change 1(a) or 1(b) alternatives shall notify the school system in writing no later than August 1st.
3. The first paycheck will be paid on the closest payday to the first day of the teacher's school year that coincides with the existing bi-weekly payroll. The balance will be paid on or before June 30 of each contract year.

## **ARTICLE XVII HEALTH AND SAFETY**

A. Inspections - when a school inspection is conducted by a representative of an agency such as OSHA, Department of Health, Department of Labor, etc., an Association Representative shall be permitted to accompany the inspector and participate in the inspection.

B. The Committee shall forward to the Association President a copy of any reports made to or received from OSHA or similar regulatory agencies.

C. All classrooms/offices shall be properly heated, lighted and ventilated.

D. All complaints, relative to health and safety, made by teachers shall be investigated by an employee within the same day as the complaint was made. The teacher shall receive a response of the result of the investigation within twenty-four (24) hours.

## **ARTICLE XVIII TEXTBOOKS AND SUPPLIES**

A. The Committee agrees that by the first (1st) day of school, they will provide sufficient textbooks to ensure that each pupil in a classroom has textbooks for his/her own use.

B. The Committee agrees that by the first (1st) day of school, they will provide sufficient teaching equipment, supplies and classroom furniture as needed in the school system.

C. The Committee agrees that before a change in textbook and/or reference text is made in the school or before a new book is selected, the Principal will discuss the change with teachers. The recommendation of the teachers and the Principal shall guide the Superintendent of Schools in making his/her recommendation to the Committee.

## **ARTICLE XIX DUES DEDUCTION**

A. The Committee agrees to deduct from the salaries of employees in the negotiating unit dues for the NEA/Narragansett, National Education Association Rhode Island, and the National Education Association, as said teachers individually and voluntarily authorize the Committee to deduct, and to transmit the monies promptly to the Association.

B. The Association will give the Superintendent of Schools thirty (30) day notice in writing, prior to the effective date of any change in the membership dues to be deducted for any said organization.

C. Deductions referred to in Section A above will be made in equal installments maintaining current practice. The Committee will not be required to honor, for any deduction any authorizations that are delivered to it later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made. If a teacher terminates employment during the year, the balance of the dues will be deducted from the last paycheck.

D. It is recognized that the negotiation and administration of this agreement entails expenses which should be appropriately shared by all teachers who are beneficiaries of said agreement. To this end, if a teacher does not join the Association in accordance with the Constitution and By-laws, and/or execute an authorization for dues deduction, such teacher will, as a condition of employment by the Committee, execute authorization for a deduction of a sum as certified by the Executive Director of the National Education Association Rhode Island to the Committee on or before August 15 of each school year, which sum will be forwarded to the Association. Such sum will not exceed the annual membership fee of the NEAN/NEARI/NEA but will be deducted in the same manner as a regular member.

## **ARTICLE XX                    GRIEVANCE PROCEDURES**

### **A. Definition**

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or condition of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is any person or group of persons within the bargaining unit making a claim under this Article.
3. A "party in interest" is an aggrieved person within the bargaining unit who might be required to take action or against whom action might be taken in order to resolve the claim, and the President or his/her designee.

### **B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time-to-time arise affecting the welfare or the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Problems and misunderstanding should be settled promptly and satisfactorily on an informal basis at the immediately involved supervisory level without becoming formal grievances. The prompt settlement of these problems at all steps is desirable and in the interest of sound professional relationships, provided the remedy does not violate this Agreement. However, should such informal processes fail to satisfy the aggrieved person, then the grievance will be processed as follows:

### **C. Procedure**

Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every possible effort should be made to expedite the process. The time limits contained in this Article may be extended by mutual agreement.

In the event a grievance is filed which might not be resolved finally 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 at all practicable so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible. During the summer all references to school days shall be read as calendar days.

It is agreed that where the immediate supervisor is the Principal, Levels One and Two may be combined to expedite the grievance process. A grievance that cannot be resolved by the Principal at Level One or Two may be filed at the Level at which it may reasonably be resolved, i.e., Level Three.

#### **1. Level One:**

A teacher with a grievance will first discuss it with his/her Principal or immediate supervisor, either directly or through the Association's representative, with the object of resolving the matter informally, or file the grievance at Level Two.

Except for class action grievances, the grievance must be presented in writing within thirty (30) calendar days from the date the grievant knows or should reasonably have known of the event given rise to the grievance. The grievance shall be answered within five (5) school days after a hearing.

Class action grievances must be presented in writing within thirty (30) calendar days from the date that the Narragansett Teachers' Association President knows or should reasonably have known of the event giving rise to the grievance.

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 President of the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance is 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, 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 (5) school days.

3. Level Three:

a. 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 by the Principal, or ten (10) school days after he/she has met with the Principal, whichever is sooner.

b. Within five (5) school days after receiving the written grievance, the President will refer it to the Superintendent of Schools or his/her designee. The Superintendent of Schools or designee will hold a hearing within five (5) school days and provide the president with a written decision within ten (10) school days after the hearing.

4. Level Four:

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, the President will refer it to the Committee within fifteen (15) school days after receipt of the Level Three decision by the Association President. The Committee will hear the grievance prior to their next regularly scheduled meeting and provide the President with a written decision within fifteen (15) 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:

a. If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Four, the aggrieved person may submit the matter to arbitration in the following manner:

b. Appeal for Arbitration in accordance with the rules of the American Arbitration Association shall be within fifteen (15) school days of receipt of the Committee's Level Four decision by the President of the Association. The decision of the Arbitrator shall be final and binding upon the parties. The expense of the arbitration shall be borne equally by the parties.

D. Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the Committee or by any member of the Administration or by the Association against any party in interest, an Association Representative, or any other participant

in the grievance procedure by reason of such participation.

2. Either party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that teachers may not be represented by a representative or an officer of any teacher organization other than the Association. The Association will be represented at all grievance hearings from Level Two through Level Five.
3. The Committee and the Association shall not be permitted to assert in Level Five, any ground or to 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 teachers, the President, after discussing the grievance with the immediate supervisor, may submit such grievance in writing directly to the Superintendent of Schools and the processing of such grievance will commence at Level Three.
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.
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 of Schools or designee and the Association and will be reproduced and given appropriate distribution by the Superintendent of Schools or designee so as to facilitate operation of the grievance procedure.
5. The Association 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 its 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 their designees do not render a decision within the prescribed time limits, the grievance shall be permitted to proceed to the next level.
8. Unless requested to do so by the teacher in question, any documents, communications and records dealing with the processing of a grievance will be kept in strictest confidence by all parties involved, and will not be made available to potential employers or others inquiring about said teacher.
9. Any grievance filed shall state the Article or provision allegedly violated as well as the remedy requested. Grievances will be signed by the grievant and the President.

### **ARTICLE XXI           JOB PLACEMENT PROCESS**

#### A. Procedures Prior to the Job Placement Process

1. The Superintendent of Schools and the Association President will meet to discuss the posting of positions for the Job Placement Process no later than May 1.
2. If at all possible, the Job Placement Process meeting will be conducted held at least one week prior to the close of school in June. At the latest, the Job Placement Process will be conducted by the third (3rd) Wednesday in July at 10:00 am.

B. Posting of positions for the Job Placement Process prior to the close of school in June:

1. A complete list of all available positions will be placed in every teacher's mailbox at least one week prior to the Job Placement Process.
2. A complete list of all available positions will be posted in each school building at least one week prior to the Job Placement Process.
3. A complete list of all available positions will be sent to all teachers on any leave of absence/or laid off by certified mail (receipt returned) at least one week prior to the Job Placement Process.

C. Procedures for Job Placement Process

1. The process of applying for a vacancy shall be submission of a letter to the Superintendent of Schools indicating the all positions the teacher is interested in being considered for in order of interest, Teachers must meet the qualifications for the vacancy as listed in Article X. Teachers who voluntarily apply for a posted vacancy shall be permitted to transfer if they meet the qualifications so long as it does not prevent recall of a tenured teacher to the position they were laid off from or displaced from.
2. Teachers returning from a Leave of Absence for the duration of one year are returned to their former position. These positions are not listed in the Job Placement list. Teachers returning from a leave of more than one year must apply for vacancies according to the language and procedures listed in Article X.
3. Staff involuntarily accepting a reduced assignment will not forfeit any rights specified in the contract to a future work assignment equal to their FTE at the time of the layoff. If an increase in work assignment becomes available, recalled staff working in reduced assignments will be offered new additional FTEs that may become available (such as additional new classes or sections needed to meet increased student enrollment and class size provisions in the Contract), according to vacancy language as outlined in Article X.
4. Vacancies created by job transfers as outlined in C.1-3 will result in a second, or if necessary, third Job Placement listing. These will occur in 48 hour time frames and will be conducted via email notification.

D. Posting of positions should the Job Placement Process occur after the close of school:

1. A complete list of all available positions will be provided at least one week prior to the Job Placement Process. E-mail or telephone may be used for notification of vacancies during the summer.
2. A complete list of all available positions will be sent to all teachers on any leave of absence/or laid off by certified mail (receipt returned) at least one week prior to the Job Placement Process.
3. A complete list of all available positions will be posted on the district web site and the Association President and a designated building representative in each building will receive a copy.

E. After the Job Placement Process

1. Postings subsequent to the holding of the Job Placement Process and prior to the opening of the school in the fall shall be posted by the Superintendent of Schools on the Narragansett School System district website and human resource system, posted in all buildings, and sent by certified mail (receipt returned) to all non-recalled persons. Email or telephone will be used for these notifications. The Superintendent will notify the Association President and a designated building representative of the postings. Vacancies will be filled according to procedures listed in Article X.

2. A joint committee representing the Association and Administration will convene after the Job Placement to evaluate the process.

**ARTICLE XXII INDUCTION**

<b>Tier</b>	<b>Teachers</b>	<b>Description</b>
1	Beginning Teachers	<ul style="list-style-type: none"> <li>• Overview of policies and procedures of the school</li> <li>• Home/school communication/interaction</li> <li>• Analysis of student work</li> <li>• Observations with formative assessment tools</li> <li>• Co-planning</li> <li>• Guidance through the writing of SLOs and SOOs along with other components of the Teacher Evaluation System including pre and post observation discussions</li> <li>• Assessment of student performance</li> <li>• Reflecting on best-practice</li> <li>• Classroom management</li> <li>• Differentiation</li> <li>• Collaboration</li> <li>• Developing a repertoire of teaching strategies</li> <li>• Management of job related stress</li> </ul>
2	Teachers who are new to the Narragansett School District	<ul style="list-style-type: none"> <li>• Overview of policies and procedures of the school</li> <li>• Home/school communication/interaction</li> <li>• Observations with formative assessment tools</li> <li>• Co-planning</li> <li>• Guidance through the writing of SLOs and SOOs along with other components of the Teacher Evaluation Process including pre and post observation discussions</li> <li>• Assessment of student performance</li> <li>• Collaboration</li> <li>• Developing a repertoire of teaching strategies</li> <li>• Management of job related stress</li> </ul>
3	Teachers who are moving to new positions within their district	<ul style="list-style-type: none"> <li>• Overview of policies and procedures of the new school</li> <li>• Collaboration</li> </ul>
4	Teachers in need of specific Professional Development based on Evaluation and/or other criteria.	<ul style="list-style-type: none"> <li>• Overview of best practices</li> <li>• Co-planning</li> <li>• Collaboration (Co-Teaching)</li> </ul>

1. The Committee and Association believe that high standards within the teaching profession and continuous improvement in professional practices are the cornerstones of the profession. An Induction program is one appropriate mechanism for achieving these objectives. The primary purpose of this program will be to provide assistance to improve professional practices, retain promising teachers, and build professional knowledge to improve student success.

2. The Narragansett Induction Program recognizes that teachers new to their positions may benefit from either of three tiers of support.

**ARTICLE XXIII PROFESSIONAL DEVELOPMENT**

A. WHEREAS the parties agree that professional development is the cornerstone of school reform and that it should be routine part of the work of teachers and administrators; and

B. WHEREAS the parties further agree that a critical ingredient in educational reform is a professional program which helps schools create a professional community focused on enhancing students' learning; therefore,

C. The parties hereby agree to the following:

1. A Professional Development Committee (PDC) in each school will be formed according to the regulations set forth by the Department of Education. Additional teachers may participate in program development.
2. The Superintendent of Schools and Building Principals shall set the date and focus for Professional Development Days and Release Days. The purpose of the Professional Development Committees shall be to advise the Superintendent of Schools and Building Principals regarding the scheduling, content, and evaluation process of the Professional Development Days. If release days become part of the Narragansett School System calendar, the Professional Development Committees will work with the Building Principals on these agendas.
3. In the event that the teacher-member selection process established by the Association does not result in a sufficient number of teacher volunteers, the Association shall appoint the number of teachers for each school's PDC to ensure full teacher membership.
4. An invitation to the community will be presented through the Committee and the various publications.
5. The Professional Development Committees shall solicit (e.g. through a needs assessment) staff input to be utilized in the decision-making process.
6. Additional, individual professional development opportunities shall continue to be available and encouraged as part of teachers' overall, continued professional growth.

**ARTICLE XXIV      DURATION**

The provisions of this Agreement will be effective as of September 1, 2015 and will continue and remain in full force and effect until August 31, 2018.

For the School Committee

For the Association

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**APPENDIX A - Sick Day/Health Care Insurance Purchase Schedule:**

<b>Days on the Books</b>	<b>Mos. Of HC Ins.</b>	<b>Days on the Books</b>	<b>Mos. Of HC Ins.</b>	<b>Days on the Books</b>	<b>Mos. Of HC Ins.</b>	<b>Days on the Books</b>	<b>Mos. Of HC Ins.</b>	<b>Days on the Books</b>	<b>Mos. Of HC Ins.</b>
1	0	45	10	89	20	133	30	177	39
2	0	46	10	90	20	134	30	178	40
3	0	47	10	91	20	135	30	179	40
4	1	48	11	92	20	136	30	180	40
5	1	49	11	93	21	137	30	181	40
6	1	50	11	94	21	138	31	182	40
7	2	51	11	95	21	139	31	183	41
8	2	52	12	96	21	140	31	184	41
9	2	53	12	97	22	141	31	185	41
10	2	54	12	98	22	142	32	186	41
11	2	55	12	99	22	143	32	187	42
12	3	56	12	100	22	144	32	188	42
13	3	57	13	101	22	145	32	189	42
14	3	58	13	102	23	146	32	190	42
15	3	59	13	103	23	147	33	191	42
16	4	60	13	104	23	148	33	192	43
17	4	61	14	105	23	149	33	193	43
18	4	62	14	106	24	150	33	194	43
19	4	63	14	107	24	151	34	195	43
20	4	64	14	108	24	152	34	196	44
21	5	65	14	109	24	153	34	197	44
22	5	66	15	110	24	154	34	198	44
23	5	67	15	111	25	155	34	199	44
24	5	68	15	112	25	156	35	200	44
25	6	69	15	113	25	157	35	201	45
26	6	70	16	114	25	158	35	202	45
27	6	71	16	115	26	159	35	203	45
28	6	72	16	116	26	160	36	204	45
29	6	73	16	117	26	161	36	205	46
30	7	74	16	118	26	162	36	206	46
31	7	75	17	119	26	163	36	207	46
32	7	76	17	120	27	164	36	208	46
33	7	77	17	121	27	165	37	209	46
34	8	78	17	122	27	166	37	210	47
35	8	79	18	123	27	167	37	211	47
36	8	80	18	124	28	168	37	212	47
37	8	81	18	125	28	169	38	213	47
38	8	82	18	126	28	170	38	214	47
39	9	83	18	127	28	171	38	215	47
40	9	84	19	128	28	172	38	216	48
41	9	85	19	129	29	173	38		
42	9	86	19	130	29	174	39		
43	10	87	19	131	29	175	39		
44	10	88	20	132	29	176	39		