

**AGREEMENT BETWEEN  
THE NEW SHOREHAM SCHOOL COMMITTEE  
AND  
THE NEW SHOREHAM TEACHERS' ASSOCIATION**

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## ARTICLE I: PREAMBLE

The New Shoreham School Committee (hereinafter referred to as the Committee) and the New Shoreham Teachers' Association (hereinafter referred to as the Association) have negotiated the following agreement pursuant to Chapter 9.3 of Title 28 of the General Laws of Rhode Island. The objective of this Agreement is to provide the highest quality educational program for the New Shoreham School System in accordance with the highest aspiration of the community and the professional teaching staff.

It shall be understood by the Committee and the Association that whenever the pronoun "him" (or any other gender pronoun) is used, it shall mean all teachers, whether male or female.

The Committee and the Association affirm that this Agreement was negotiated in good faith and express their determination to implement the Agreement in the same spirit.

## ARTICLE II: EMPLOYMENT STANDARDS

- A. The parties to this Agreement recognize the Committee's exclusive authority to recruit and to 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 encourage such teachers to remain with the New Shoreham School System.
- B. A teacher shall hold or be eligible for appropriate Rhode Island teaching certification.

## ARTICLE III: WORKING CONDITIONS

The Committee and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entail the performance of duties and the expenditure of time beyond the normal working day, but the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of the day and which will be fairly and evenly maintained to the extent possible through the school year. Therefore, except in emergencies requiring short-term action and without prejudice to voluntary professional service above and beyond contract requirements as aforesaid, the following schedules are hereby adopted.

- A. Work Day – The school day for all teachers shall be no more than seven (7) hours. Teachers may be required to perform bus duty before or after the start of school, but in no case both. The work day for teachers and school day for students shall be established by the Superintendent, with approval by the Committee. The Superintendent will invite the President of the Association, or his designee, to consult with him before proposed changes in the starting and ending times of the student school day are presented to the Committee for approval. Proposed changes in the starting and ending times of the school day will be presented to the Committee for review and approval no later than the last scheduled day of the school year. The Superintendent must discuss any proposed change or reconfiguration of the school day or teaching periods with the President(s) of the Association prior to presentation to the Committee for review, approval, and implementation.
- B. Calendar – The work years 2014-15 through 2015-16 will consist of 180 instructional days, plus one (1) meeting day and two (2) staff development days.
- C. After School Meetings – Faculty members shall attend up to 25 staff meetings over the course of the year called by the principal. These meetings shall not exceed one (1) hour.

Teachers will be notified 24 hours in advance of these meetings. In an emergency, a meeting may be called without advance notice. All teachers are required to attend all staff meetings for which they are scheduled. Part-time staff members who miss a meeting are responsible for obtaining the information given. A representative group of teachers shall meet with the principal regarding the planning and evaluation of faculty meetings.

D. Further Working Conditions

1. The Association and Committee agree to follow the leadership of the Superintendent in establishing a system of long-range planning which includes the development of an educational philosophy and systemwide goals.
2. It is understood that the development of specific goals and objectives provides parameters within which each teacher designs his daily/weekly plans for his grade level or subject area. The daily or weekly plans of a teacher will be left to the method most conducive to the teacher's style of planning. These plans, however, will relate to the needs of the students as expressed in the needs assessment instrument employed in the design of goals and objectives. These plans will be kept by each teacher and will be available to the Superintendent at his request and, when necessary, will be reviewed by the Superintendent in terms of their compatibility with students' needs.
3. Instructional programs for the succeeding year will be determined each spring. By May 1 teachers will present general course outlines for each grade or, in the secondary grades, each subject area, based upon state and local curriculum requirements. The teachers will present to the Superintendent upon request comprehensive goals designed to meet the needs of pupils in each instructional program including, insofar as possible, specific objectives, timelines, and texts.
4. All secondary teachers shall be assigned to no more than five- (5) teaching periods per day, plus one (1) supervisory period. All elementary and secondary teachers shall receive one unassigned planning period per day. No teacher at the secondary level shall have more than five (5) preparations. A preparation is defined as an individual subject.
5. All teachers shall have a twenty (20) minute lunch period free from all duty each day.
6. In the event teachers are assigned to cover the class of an absent colleague during their planning period, compensation shall be prorated for each individual class period at the teacher's per diem salary. Reimbursement for such coverage shall take place in the subsequent pay period.
7. Multidisciplinary Team (MDT) meetings shall be scheduled to comply in the best way possible with teachers' schedules. A floating substitute(s) will be hired on days when MDT meetings are scheduled. This will allow teachers to attend MDT meetings.
8. Compensation for assignments to extra-curricular activities will be provided in accordance with Committee policy (see Appendix C).
9. The non-teaching duties which teachers may be required to perform include, but are not limited to: supervision of study hall, supervision of the cafeteria, hall supervision, lavatory supervision, and bus duty.

In the event that a teaching period is rescheduled for an assembly or a guest speaker, the assigned teacher of that class remains responsible for the supervision of his class. General school supervision is the responsibility of all staff members.

10. Stipends for annual scheduling of classes, state testing coordinator, and other administrative activities, such as but not limited to NEASC or RIDE report work, will be negotiated by the Superintendent and the NSTA. Such stipends may be negotiated in form of compensatory days as the superintendent deems appropriate.
11. The Committee recognizes that performing personal chores and obligations can be particularly challenging on Block Island, and that teachers may need to leave the building during the school day on rare occasions. There is a sign-out procedure for that purpose. However, this does not rescind a teacher's obligation to remain in attendance at the end of the school day. Specifically, a teacher who does not have a class scheduled last period must remain on campus until the end of the day (presently defined as the end of the school day for students). First period of the day carries a similar obligation. The Superintendent shall have the authority to negotiate an alteration in this responsibility beyond the rare occasions mentioned above.
12. When the inclusion model is implemented in a regular education classroom, the regular education teacher will retain at least five planning periods per week to plan for all students, any co-planning time needed by the regular education teacher and special education teacher which must occur beyond the regularly scheduled school day will be compensated at the rate of \$30 per hour. This planning time will become part of the teacher's obligation and will be scheduled over the long term. The superintendent will create a form for payroll implementation.
13. The administration will assist in reviewing the schedules of special educators to facilitate necessary testing, so as not to reduce contractual planning time.

#### E. Staffing Plan

For the duration of the contract, the staffing plan shall be as listed on Appendix B which is attached hereto and made a part thereof. It is understood and agreed that the listed positions shall be maintained as specified. This does not preclude staff increases when necessary.

#### F. Posting of Vacancies

1. All professional vacancies, including those in adult education and extra-curricular activities, shall be posted in the school and central offices and a copy sent to the Association president as soon as the job description becomes available.
2. The Committee agrees to give full consideration to qualified members of the bargaining unit for employment in adult education and extra-curricular activities.
3. The Committee agrees to notify the Association president of the names and positions of newly hired teachers at the time of hire.
4. Seniority List – By November 1 of each year, the Superintendent shall post in the school and central offices and distribute to the Association President a systemwide seniority list. Such a list will contain the teachers' names, dates of hire, area(s) of certification and the years of seniority determined by length of time actively employed in the New Shoreham

School System. Each individual teacher shall be solely responsible for the accuracy of his placement on the seniority list. Any teacher who believes his placement is not accurate shall notify the Superintendent in writing (with a copy to the Association President) within thirty (30) days of the posting of such a list. Placement on the seniority list will stand unless challenged by the teacher. If there is not a resolution to the teacher's challenge, the teacher may file a grievance.

#### G. Voluntary Teaching Assignment

1. During the school year prior to August 1, the Superintendent shall post within seven (7) days, the vacancies as they become known. During the summer vacation, a vacancy notice will be mailed to all teachers. This timeframe may be waived in exceptional circumstances where the Superintendent must act in a shorter time in order to maintain the continuity of education.
2. Teachers who desire a change in grade and/or subject assignment because of vacancy will first notify the Superintendent in writing and file a written statement of said desire with the Committee. Such statements will include the grade and/or subject to which the teacher desires assignment.
3. As vacancies occur all members of the bargaining unit certified for that position and who have expressed an interest in writing shall be given full consideration including an interview before the screening committee.
4. The parties recognize that, although the following criteria will be considered in placement decisions, the sole and exclusive authority for the determination of transfers shall lie with the Superintendent of Schools. In the determination of voluntary reassignment, the following will be the prioritized criteria for placement.
  - a. Student and programmatic need
  - b. Area of certification;
  - c. Seniority for voluntary transfers (Seniority for voluntary transfers shall be defined as length of time actively employed as a teacher by the New Shoreham School System, and as outlined by the New Shoreham School System's Seniority List.);
  - d. Convenience and wishes of the individual requesting the voluntary reassignment.

#### H. Use of School Facilities

1. The Association shall have the right to use the school building according to policies established by the Committee for use of the school building by the general public.
2.
  - a. The Association will have the right to place notices, circulars, and other material in teachers' mail boxes. Meeting notices and other Association notices may be posted on faculty bulletin boards.
  - b. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association or any other teacher organization.

3. The Committee shall provide suitable space for educational reference materials.

I. Adult Education

1. All openings for adult education teachers will be adequately publicized by the Superintendent and shall be posted as early as possible, and under normal circumstances not later than ten (10) days prior to the start of said session. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such adult education positions will be notified of the action taken regarding their applications as early as practicable.
2. Positions in the adult education staff will, to the extent possible, be filled first by regularly appointed teachers in the New Shoreham School Department.
3. In filling such positions, consideration will be given to the teacher's area of competence, major and/or minor field of study, quality of teaching performance, and attendance record.
4. Adult education teachers shall receive no less than \$30.00 per hour.

J. Summer Sessions and Tutoring

1. Provisions for summer sessions shall be consistent with those provisions for Adult Education.
2. Tutoring assignments shall be brought to the attention of qualified personnel and shall be compensated at the rate of \$30.00 per hour. The Association shall cooperate with the administration to the end that whenever the need for tutoring of students arises, as determined by the Superintendent, such tutoring will be performed by a qualified teacher.

ARTICLE IV: CURRICULUM

Teachers will be compensated for all curriculum-related work outside the normal contractual working hours at a rate of \$30.00 per hour. All curriculum work shall have the prior approval of the Superintendent and shall be subject to review.

Curriculum Committees shall be formed in accordance with the current grade level structure and shall be under the supervision of the appropriate coordinator. The Curriculum Committees are as follows:

- K-4
- 5-7
- 8-12
- Allied Subjects

Curriculum Committees shall consist of the appropriate coordinator and all grade level teachers as per the above groupings.

Curriculum courses within classrooms (elementary) or subject areas (secondary) will be set by the Superintendent thirty (30) days prior to the opening of the school year.

## ARTICLE V: PERSONAL AND ACADEMIC FREEDOM

- A. The personal life of a teacher is not within the appropriate concern or attention of the Committee except as it may prevent the teacher from properly performing his assigned functions during the workday.
- B. Teachers will be entitled to full rights of citizenship, and no religious or political activities, or the lack thereof, will be ground for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any state or federal law.
- C. The Committee and the Association agree that academic freedom is essential to the fulfillment of the purposes of the New Shoreham School System. Accordingly, they agree as follows:
  - 1. Subject to curriculum and Committee regulations, teachers will be guaranteed freedom in classroom presentation and discussions and may introduce politically, or otherwise controversial materials, provided that said material is relevant to the course content.
  - 2. In performing their teaching functions, teachers will be guaranteed academic freedom in expressing their personal opinions on all matters relevant to the course content, provided that when so doing they make every effort to indicate that they are expressing their own opinion and that they are not speaking as institutional spokespersons.
- D. Teachers will notify the Principal of parent-teacher conferences but they need not have the permission of the administration to arrange and hold such conferences. The presence of an administrator at such meetings will be left to the discretion of the teacher.
- E. Any formal complaints regarding a teacher, made to the administration by any parent, student, or other person will be promptly called to the attention of the teacher as well as the name of the person making the complaint.
- F. In the interest of maintaining classroom continuity and attention, the following procedures will be followed:
  - 1. Classes will not be interrupted for any matters that could be discussed in conference after school hours.
  - 2. Teachers recognize the Committee's intent to keep the school open to parents and community for their interest and inspection; however, teachers will be notified as soon as possible of visitations of non-school personnel to their classrooms. In behalf of classroom continuity and control, such visitations will be cleared with the Principal or his appointed designee.
  - 3. No students will be excused from class periods without written permission of a teacher, parent, and/or Principal.

## ARTICLE VI: GRIEVANCE

- A. Definitions – A “grievance” is a claim based upon the interpretation, meaning, or application of any of the provisions of the Agreement or any subsequent agreement entered into pursuant to the Agreement. Grievances may be initiated by individual teachers or by the Association.
- B. Purpose

1. The purpose of the procedure set forth herein is to secure at the lowest possible administrative level prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the teachers covered by the Agreement. The Committee and the Association desire that such procedure shall always be informal and confidential as may be appropriate for the grievance involved at the procedural level involved.
  2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the Superintendent, and having the grievance adjusted at Step 1 without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- C. Procedure – Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum; they may, however, be extended by mutual agreement.
1. Step One: The teacher shall first discuss the grievance informally with the Superintendent. If the issue is not amicably resolved during informal discussion, it may be presented in writing to the Superintendent as a formal grievance.
  2. Step Two: The teacher and/or Association may present the grievance in writing to the Superintendent, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Superintendent must provide the aggrieved teacher and the Association with a written answer to the grievance within five (5) school days of the meeting.
  3. Step Three: The party filing the grievance may appeal the decision reached at Step Two in writing to the Committee within five (5) school days after receipt of the Step Two decision. The Committee will grant a hearing to take place within ten (10) school days after receipt of the appeal. Each party will have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Committee will have five (5) days to render a written decision to the aggrieved teacher or his representative.
  4. Step Four: If the aggrieved teacher is not satisfied with the disposition of the grievance at Step Three, or if no decision is rendered within the time limits, then the aggrieved teacher may submit a grievance to final and binding arbitration 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 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 (AAA), which will act as the administrator of proceedings. If a demand for arbitration is not filed within twenty (20) calendar days after the date of the Committee's Step Three replay, then the grievance will be deemed withdrawn.
- D. Arbitration
1. The grieving party shall, after so notifying the Committee, refer the issue to the AAA.
  2. The arbitrator shall be selected by the AAA in accordance with its rules.

3. Neither the Committee nor the Association will be permitted to assert any grounds or evidence before the arbitrators which was not previously disclosed to the other party.
4. The arbitrator will have no power to alter the terms of this Agreement. However, the decision of the arbitrator, if made in accordance within his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both sides will abide by it. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he judges to be proper.
5. Each party shall bear the full cost for its outside representation in arbitration. The cost of the neutral arbitrator and the AAA will be divided equally between the parties.

E. General Conditions Pertaining to the Processing of a Grievance

1. The Committee recognizes the right of the aggrieved teacher to have an Association representative participate in the processing of a grievance at any time after Step Two.
2. No reprisals of any kind will be taken by the Committee or the school administration against any teacher because of his participation in the grievance procedures.
3. The Committee and the administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with any relevant information requested for the processing of any grievance.
4. To the extent possible, grievances will be processed after the workday or at other times that do not interfere with assigned duties. Hearings will be held after school hours.
5. Teachers will not lose any compensation for time spent during the grievance process.
6. At the end of the school year, calendar days will be used instead of school days in processing grievances.
7. If a grievance is not filed within twenty (20) calendar days of the occurrence of the event giving rise to the grievance or the teacher's knowledge thereof, then that grievance shall be deemed waived.

ARTICLE VII: STAFF EVALUATIONS

The parties agree that the Rhode Island Department of Education model will be the sole tool for evaluating teachers. Unless mutually agreed otherwise, the administrator whose supervisory assignment, experience, and certification best align will evaluate each teacher. Balancing the evaluation load may also be a factor in assignment when multiple administrators align. From time to time and with teacher agreement, multiple evaluators may share an evaluation in order to align practice. The District Evaluation Committee will review any questions or disagreements regarding evaluations, including assignments.

ARTICLE VIII: OFFICIAL TEACHER FILES

- A. A personnel file on each teacher shall be maintained in the school administration office. It shall be the responsibility of the teacher to furnish information necessary to keep this file up to date in accordance with State regulations.

- B. During regular office hours, upon reasonable notice, a teacher shall be given access to his file in the presence of the Superintendent, or, in his absence, his designee. Upon receipt of a written request, the administration will furnish the teacher with a reproduction of any material in his file, at the convenience of the central office staff.
- C. Teachers will be allowed to insert any pertinent commendatory letters or statements on their behalf into their personal file during regular office hours.
- D. All official documents relating to teacher competency will be kept in locked files in the Superintendent's office. Teacher files shall be kept confidential and only the administration, teacher, and/or authorized representative shall have access to that teacher's file. No material shall be permanently removed from any file without the consent of the Superintendent and teacher. Teachers may request the review and consideration of expunging of disciplinary material after five years if there have been no further incidents in that period.
- E. No material excepting confidential references shall be placed in a teacher's file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature merely signifies that he has read the material to be filed; it does not indicate agreement with its content. The teacher shall have the right to answer any material he has signed and his answer shall be attached to the original copy on file.

#### ARTICLE IX: ABSENCES AND LEAVES

The following will apply to full time teachers only. Teachers working less than full time will be eligible for leaves and absences in proportion with their working schedules.

##### A. Sick Leave

1. In the case of personal illness, each teacher shall be allowed fifteen (15) sick days per year accumulative to a maximum of 180 days. In addition, if all fifteen (15) yearly sick leave days are used and a catastrophic illness or injury occurs, any accumulated sick leave may be used at full pay to cover any or all of those days missed because of said illness or injury. The use of sick days for mainland doctor or dental visits is allowed. The Committee may require a certificate from a physician for an absence due to illness.
2. Disabilities caused or contributed to by pregnancy, childbirth, or recovery therefrom are considered temporary disabilities and should be treated as such under any health or temporary disability insurance.

##### B. Maternity/Paternity/Child Care Leave

1. An employee granted forty-five (45) days maternity or parental leave shall be eligible for sick leave pay within his/her accumulated sick leave for the school work days that she is unable to work due to physical disability. The employee's attending physician must certify that the physical disability prevents her from working. Sick leave will be based upon that period of time as certified by said physician.
2. Child Care Bank – A child care bank will be established to provide child care leave to parents who have recently adopted or given birth to a child and would like to continue to care for the child after their paternity/maternity days have been used.

- a. Any staff member, at his discretion, may contribute sick days to the childcare bank. The School Department and the Committee will not contribute days to the bank at any time.
  - b. Requests for no more than thirty (30) days must be made in writing to the Superintendent and the Association President for use of the bank.
  - c. A committee comprised of an Association representative, a public health official, and a teacher at large, will manage the bank. A committee will convene on an as needed basis.
3. One (1) year will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of a pre-school child shall have same effect as date of birth.) The request shall be in writing to the Superintendent by May 1<sup>st</sup>.
  4. An employee may return prior to the end of the unpaid leave of absence provided that the school department has received forty-five (45) days written notification of desire to return and such return is scheduled at the beginning of a semester.
  5. An employee will not be given salary schedule credit for the period of time that the employee is on leave.
  6. Should the Supreme Court rule that sick leave payments during this leave are not required, the reference to same should be deleted.

#### C. Family Leave

1. All full time employees shall be allowed up to five (5) days or the equivalent each year for family leave.
2. Family leave will not be cumulative except that family leave days which are unused at the end of the school year will be credited toward the employee's accumulative sick leave days at the beginning of the next year up to a maximum of two (2) such unused days.
3. Family leave may be used for illness or death; or by mother or father for birth of her/his child.
  - a. Family shall include mother, father, brother, sister, spouse, children, grandparents.
  - b. Family does not exclude in-laws or others. Personal circumstances shall warrant family leave for those not covered in 3a.
4. If all five (5) days of family leave are used in any one (1) year, an additional number of days may be used for family illness or death if approved by the Superintendent. This leave may be charged against sick leave.

#### D. Temporary Leave – Reasonable leave not to exceed a total of eight (8) days shall be granted without loss of pay in the following situations. Not more than four (4) days shall be granted for any one situation. An additional number of days may be used if approved by the Superintendent.

1. Serious illness or death within the family.

2. Act of God or other circumstances which makes it impossible for the teacher to get to school.
3. Personal days.
4. Professional days.

The above short-term leaves of absence are subject to the following:

Items 1 and 2 – Notification to the Superintendent as soon as possible.

Item 3 – 48 hour prior notification; with at least 72 hours prior notification, personal days may be requested immediately before and after a school recess (as defined on the school calendar), but will be limited to one recess per school year.

Item 4 – Consent of the Superintendent.

- E. Jury Duty – Any teacher summoned to jury duty shall attempt to be excused on the basis of travel hardship. However, in the absence of the acceptance of such a hardship by the courts, the Committee shall supplement the teacher’s salary and this supplement shall equal the difference between the State increment and the teacher’s salary.
- F. Military Leave – The Committee shall grant a leave of absence for required military training not to exceed two (2) weeks. The employee shall receive the difference between his teacher’s salary and the salary earned while on duty.
- G. Extended Leaves – All requests for extended leaves of absence will be made in writing to the Committee through the office of the Superintendent as soon as possible.
  1. The Committee agrees to grant the following leaves whenever possible to any teacher who has completed three (3) continuous years of service in the New Shoreham School System.

<u>Reason</u>	<u>Duration</u>	<u>One Year Extension</u>	<u>Pay</u>	<u>Loss of Increment</u>
a. Peace Corps/ Vista	2 years	No	No	No*
b. Committee approved study/ research	1 year	No	No	No
c. Teacher exchange	1 year	Yes	No	No
d. College/ university teaching	2 years	No	No	No

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\* Provided that participation in such program is as a teacher.

e. Travel	1 year	No	No	Yes
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2. The Committee may grant the following to any teacher whenever necessary:

<u>Reason</u>	<u>Duration</u>	<u>One Year Extension</u>	<u>Pay</u>	<u>Loss of Increment</u>
a. Personal Sickness	1 year	Yes	No	Yes
b. Immediate family sickness/parental	1 year	Yes	No	Yes
c. Maternity/ Child adoption/ Paternity	1 year	No	No	Yes

3. Notification of Return from Leave – Teachers who wish to return from personal leave must notify the school administration in writing of their intention to return for the start of the ensuing school year by January 1 of the current school year. Failure to notify the school by January 1 of the current school year shall be considered an involuntary resignation effective immediately.

H. Sabbatical Leave – Desiring to reward professional performance and encourage independent research and achievement, the Committee may grant one (1) year sabbatical leave to teachers for approved scholarly programs subject to the following conditions:

1. No more than one (1) teacher of the teaching staff may be absent on sabbatical leave at any one time.
2. Requests for sabbatical leave must be received in writing by the Superintendent in such forms as may be required by the Superintendent no later than February 1 of the year preceding the school year in which the sabbatical leave is requested.
3. The teacher must have completed at least seven (7) consecutive full years of service in the New Shoreham School System.
4. The Association as a whole, by majority vote, would decide if a grievance should be filed if the request for sabbatical is rejected by the Committee without good cause.
5. Health and dental insurance shall be provided in accordance with the terms of this Agreement.
6. A teacher on sabbatical leave shall be paid at the rate of one half of his annual basic salary, provided that such pay when added to any salary grant shall not exceed the teacher's full annual basic salary. To the extent allowed by ERSRI, salary paid during a sabbatical leave will be subject to retirement contributions.
7. Every teacher who receives a sabbatical leave shall agree to return for two (2) consecutive school years to the New Shoreham School System. In the event a teacher resigns before completing two (2) years of service, he shall refund 1/20 of the salary received while on leave for each month he fails to serve. In the event a teacher is unable

to fulfill the two (2) year obligation as specified due to illness, accident, or acts of God, then the reimbursement requirement shall be waived.

8. The teacher, upon return to the New Shoreham School System, shall be placed upon the appropriate step in salary schedule as though such teacher had not been on leave.
- I. Sick Leave Bank – The purpose of the sick leave bank is to provide additional sick leave. It is not intended to cover short-term absences.
1. All full-time staff members covered by this contract will contribute one (1) accumulated sick leave day to the Bank. Part-time staff members covered by this contract will contribute one (1) accumulated sick leave day prorated. The School Department will contribute the number of days required to match the total contribution of the staff. Contributions will be capped as of January 13, 2004, until Article IX, Section I.3 must be implemented.
  2. Any staff member who has exhausted his accumulated sick leave and who is unable to return to work may apply for use of additional days from the Sick Leave Bank under the following conditions:
    - a. Five (5) days of absence must occur following the exhaustion of accumulated sick leave before the staff member shall be eligible to draw upon days from the Bank.
    - b. Application must be made in writing to the Superintendent for use of days from the Bank and such applications must be accompanied by a doctor's statement certifying the nature of the illness or injury and the expected period of disability. Application must be received by the Superintendent prior to the granting of any days from the Bank.
    - c. Applications will be reviewed for approval by a committee comprised of an Association representative, a Committee member, and the Superintendent.
    - d. If a staff member is granted use of days from the Bank, he must submit a biweekly doctor's statement to the Superintendent indicating that the disability is continuing and that treatment is being provided. This requirement may be waived by the Superintendent.
    - e. Disabilities excluded from application for Bank use are disabilities covered by Temporary Disability Insurance.
    - f. Any days granted from the Bank shall in no event exceed one hundred (100) days per illness or injury per person per year.
  3. The Bank will be replenished when it is reduced to 100 days by equal contribution by both parties, but not more than once annually.
  4. If a questions arises as to whether or not the person is able to return to work the Superintendent may consult a physician employed by the Committee whose decision will be final. This decision cannot be grieved.

## ARTICLE X: FRINGE BENEFITS

- A. Health and Dental – Family plan will be provided for teachers hired at half-time or more. A teacher hired at less than half-time may join the health plans at his/her own expense. The Committee agrees to provide the following benefits: Health insurance per town contract for the period of July 1, 2014-June 30, 2016 or comparable coverage that is mutually agreed upon by the parties for year two of the contract. The family plan will cover students to age 25. The Association agrees to co-pay health insurance premiums at six (6) percent of the annual premium unless another rate shall be agreed to by the majority of the organized employees of the town, in which case such revised rate shall be used. Members of the Association who wish to maintain Blue Cross/Blue Shield Classic Blue will be responsible for the co-pay plus the additional monthly charge above the cost of current plan.
- B. Dental – Dental coverage per the town's contract for the term of this agreement.
- C. Retirement – Members of the Association with 20 years of accumulated service as a teacher at the Block Island School may continue to receive the same health care coverage as offered to the bargaining unit for five (5) contract years or until Medicaid takes over or age 65, whichever occurs first.
- D. Social Security
- E. Workers' Compensation
- F. Term Life Insurance, for the term of the contract, in the amount of \$50,000 will be established for employees under the terms currently outlined in the insurance plan for the Town of New Shoreham.
- G. Disability Income Insurance, effective for the term of this contract, will be provided for each teacher as outlined in the current life insurance policy for the Town of New Shoreham.
- H. Tuition Reimbursement – Reimbursement will be in the form of a Committee approved education grant that represents 50% reimbursement up to \$500 each, up to a maximum budget expenditure of \$4,000 (e.g., if a teacher expends \$700 for a course(s), he will be eligible for a reimbursement of \$350 for educational expenses from the New Shoreham School Department). Requests must be submitted to the Committee through the office of the Superintendent for approval prior to undertaking the studies. Such request(s) should include the course(s), institution(s), tuition and fees, and any other associated costs. A teacher must have been employed by the New Shoreham School Department for at least three (3) years to be eligible.

Approval for reimbursement will be made upon presentation of a certificate of successful completion to the Superintendent. Primary consideration will be given to relevance to subject area or intent to seek multiple certifications.

The Committee may, at its discretion, make awards as it deems appropriate provided that the aggregate sum does not exceed the line item in the budget.

## ARTICLE XI: SALARIES

- A. Salary Schedule – The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part thereof.

- B. Payment Schedule – All persons on the teachers’ salary schedule will be paid in 26 equal installments. In the event that the payday falls on a holiday or during a holiday vacation, payment will be made on the last workday prior to the vacation.
- C. Professional Experience – Full credit will be allowed for regularly appointed teachers whose teaching experience has been in the elementary or secondary grades of a public school system, an approved private or parochial school, or in an accredited junior college, college, or university. This applies to foreign and domestic credits.

Teachers shall be allowed one (1) year’s credit for 135 full days of substituting in any given year.

Teachers whose experience in teaching other than that listed above shall be evaluated by the Superintendent to determine their place on the salary schedule.

- D. Change in status – Teachers must notify the Superintendent, in writing, of any change in professional status and submit official documentation to be included in the personal file. Appropriate changes in salary will become effective upon receipt of such documents.

#### ARTICLE XII: TEACHER NON-RENEWAL OF CONTRACT

- A. Teacher Not Returning – Any teacher who will not be continuing his employment with the New Shoreham School Department for a new contract year, must notify the Committee in writing by May 1<sup>st</sup> of the preceding year. Those teachers who have provided such notification will receive their July and August pay checks in the first week of July, provided curriculum guides with timelines and anticipated course offerings for the following year have been submitted by June 1<sup>st</sup>.
- B. Any teacher who chooses to resign from the New Shoreham School Department during the school year, but prior to May 1<sup>st</sup> must give notice to the Superintendent in writing twenty (20) working days prior to the effective date. A teacher resigning after May 1<sup>st</sup> must give written notice to the Superintendent thirty (30) calendar days prior to the effective date. Failure to comply will result in a letter documenting the non-compliance being kept on file and may be mentioned in any reference requested. Furthermore, for each day of non-compliance the teacher will be charged at the long-term substitute pay rate, to be subtracted from any accrued summer pay owed to the teacher at the time of his/her departure from the New Shoreham School Department. A working day will be defined as one of the contract days specified in Article III, B: Calendar in the NSTA contract.
- C. Severance Pay – A teacher must have a minimum of eight (8) years of service in the New Shoreham School System and be resigning or retiring to be eligible for severance pay. The amount of severance will be the number of accumulated sick days, to a maximum of 180, times the substitute rate of pay with a maximum payment of \$13,500. Notification of intent must be submitted in writing to the Superintendent by February 1<sup>st</sup> to ensure that it is accommodated in the budget. Severance payment will be made after July 1 of the following fiscal year.

ARTICLE XIII: AFFIRMATIVE ACTION STATEMENT

The New Shoreham Teachers' Association and the New Shoreham School Committee endorse the underlying concepts of the Fair Employment, Affirmative Action and Equal Opportunity acts as well as all allied Civil Rights Legislation.

ARTICLE XIV: LAY OFF/RECALL

If a contract of employment is terminated because of elimination of position or due to a decrease of pupil population pursuant to R.I.G.L. 16-13-6, the name of that teacher shall be placed on a reappointment list and remain on such a list for a period of three (3) years. If a position becomes open during such period and the teacher on the recall list is qualified to teach such position, the teacher shall be appointed to that position.

ARTICLE XV: DURATION

The provision of the Agreement will be effective as of September 1, 2014, and will continue in full force and effect until August 31, 2016. Minor discrepancies discovered after the signing of this contract may be adjusted by mutual agreement between the President(s) of the Association and the Superintendent.

IN WITNESS WHEREOF, THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS:

New Shoreham School Committee

New Shoreham Teachers' Association

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William B. Padien, Chair, NSSC

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Matthew Moran, President, NSTA

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Date

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Date

## MEMORANDUM OF AGREEMENT

### Length of School Day

- A. Pending the results of the proposal to amend the Board of Regents Regulation G-4.2 Length of School Day, the New Shoreham Teachers' Association and the New Shoreham School Committee agree that the contract covering the school years 2008-2009 and 2009-2010 may have to be opened to modify the length of day as described in Article III, Section A: Work Day of the NSTA contract.
- B. For the purpose of adjusting the school day and schedule to reduce class time lost to athletics, the School Committee may implement a revision to Article III. A. creating a 7.5 hour workday Monday through Thursday and a 5.0 hour workday on Friday.

Notwithstanding the parties agreements contained in Article III A. Work Day and the above referenced accord on the length of school day, the parties agree to meet and confer, in good faith, and may agree to adjust the current schedule. Both the chair of the school committee and the president of the association may appoint an equal number of individuals to represent their interests. Any agreements to modify the schedule shall only be binding if reduced to writing and ratified by a majority vote of the respective parties.

APPENDIX A

SALARY SCALE

	2014-2015	2015-2016
Step 1	\$41,106.88	*
Step 2	\$43,880.59	*
Step 3	\$46,931.26	*
Step 4	\$50,155.67	*
Step 5	\$53,305.48	*
Step 6	\$56,745.53	*
Step 7	\$58,909.10	*
Step 8	\$63,130.98	*
Step 9	\$66,733.53	*
Step 10	\$75,358.19	*

Increment	2014-2015	2015-2016
BA/BS +30	\$2,196.00	*
Masters	\$3,316.00	*
Master +30	\$4,724.00	*
CAGS	\$6,047.00	*
Doctorate	\$6,851.00	*

Longevity	2014-2015	2015-2016
11-15 Years	\$1,507.16	2% step 10
16-20 Years	\$2,260.75	3% step 10
21-25 Years	\$3,014.33	4% step 10
26+ Years	\$3,767.91	5% step 10

\* In 2015-16 the salary scale shall be based on state mean determined on January 15 of the preceding year. For all steps terminal step is used to determine percentage increase.

BA/BS+30 Grandfathered (not applicable to new hires as of 9/01/01)

For the purposes of determining the anniversary date with the New Shoreham School Department, length of service is determined as of October 1. Longevity stipends are the above percentages based on Step 10.

ADDITIONAL STIPENDS

Teaching Partners      \$1,800                      \$1,800                      \$1,800  
(2 positions)

Internship Monitor      1,800                      1,800                      1,800  
(Prorated according to credit allotment)

## APPENDIX B

### GRADE ORGANIZATION/STAFFING PLAN

For the term of this agreement the School Committee will maintain one full-time teacher for grades, kindergarten through seventh, and at least one full-time teacher in each core academic area as defined by Board of Regents for Elementary and Secondary Education (Currently English language Arts, science, social studies, music, art and technology.)

In instances when reduction or reorganization of members of the bargaining unit is proposed by the School Committee, all parties involved: including teachers, students, and parents, will meet to discuss the ramifications of the proposed changes.

APPENDIX C

Title: STUDENT ACTIVITIES ADVISORS

Policy No.: HIA

NEW SHOREHAM SCHOOL DISTRICT  
BLOCK ISLAND SCHOOL

The Superintendent will develop job descriptions for the student activities advisorships listed below for review and final approval by the Superintendent.

These positions will be staffed in accordance with contract Article III, Section F (Posting of Vacancies), Sub-Sections 1 and 2. Appointments will be made by the Superintendent with the advice and consent of the School Committee.

Student activities advisors and programs will be evaluated annually by the Building Principal. The Building Principal will recommend the establishment and/or the continuation of student activities programs and the reappointment of advisors to the Superintendent. Student activity advisorships are understood to be an annual terminal appointment. However, lacking a School Committee vote of non-renewal upon the recommendation of the Superintendent, the incumbent advisor may continue to hold the position from year to year.

Advisorships/stipends\*

- |  |       |
|--|-------|
| □ Student Activities Advisor(s) (8-12) | \$300 |
| □ Honor Society Advisor                | \$750 |

\*Funding – Advisorship stipends will be funded annually through the Sports/Other Educational Opportunities line item of the school's general operating budget.

Adopted: 11/19/01

*New Shoreham School District, Block Island School*