

Agreement

Between

**The North Kingstown
School Committee**

and

**The National Education
Association
North Kingstown**

September 1, 2007 through August 31, 2007

Table of Contents

ARTICLE	Title	Page
	Preamble.....	1
I.	Recognition.....	1
II.	Rights of the Association.....	2
III.	Principles.....	3
IV.	Cooperation.....	5
V.	Procedures.....	6
VI.	Teaching Hours and Teaching Load.....	10
VII.	Non-teaching Duties.....	13
VIII.	Pupil Personnel Services Providers (PPSP) and Other Specialists.....	13
IX.	Voluntary and Involuntary Transfers.....	14
X.	Non-Renewal, Suspension, Dismissal and Recall Rights.....	17
XI.	Salaries.....	18
XII.	Salary Continuation Policy.....	23
XIII.	Sick Leave Bank Rules and Regulations.....	25
XIV.	Absences and Leaves.....	27
XV.	Extended Leaves of Absences.....	30
XVI.	Sabbatical Leave.....	32
XVII.	Insurance, Annuities and Other Fringe Benefits.....	33
XVIII.	Protection.....	36
XIX.	Disruptive Students.....	37
XX.	Teacher Facilities.....	38
XXI.	Textbooks and Supplies.....	38
XXII.	Professional Development.....	39
XXIII.	Mentoring for New Teachers.....	40
XXIV.	Teacher Evaluations.....	41
XXV.	Grievance Procedure.....	42
XXVI.	Duration.....	45
	Memorandum of Agreement.....	46
	Letter of Understanding.....	47
APPENDIX A	Teachers' Compensation and Work Year.....	48
APPENDIX B	Curriculum and Preschool Coordinators, Coaches, and Department Chairs.....	50
APPENDIX C	Other Extracurricular Activities.....	53
APPENDIX D	Yearbook, Class and Newspaper Advisors.....	55

PREAMBLE

The School Committee of the Town of North Kingstown and the National Education Association of North Kingstown hereby agree that the prime consideration of both parties is to achieve better schools, and therefore, a better education for every child in North Kingstown. To that end, and in accordance with Chapter 9.3 of Title 28 of the General Laws, THIS AGREEMENT IS MADE AND ENTERED INTO THIS 26th day of June, 2007.

**Article I
Recognition**

- A. The National Education Association of North Kingstown, hereinafter referred to as the “Association,” recognizes that the School Committee of the Town of North Kingstown, hereinafter referred to as the “Committee,” is the agent of the State of Rhode Island and elected representative of the people of North Kingstown and the employer of the certified personnel engaged in teaching duties in the North Kingstown School Department.
- B. There is reserved exclusively to the Committee all responsibilities, power, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and the United States, and by Charter of the Town of North Kingstown, except as amended or abridged by the provisions of this Agreement. It is agreed that the Committee retains the right to select and direct the working forces, and that the right to control and direct the use of its equipment, facilities and properties are vested exclusively in the School Committee, except as amended or abridged by the provisions of this Agreement.
- C. The failure by the School Committee to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights. The provisions of this Agreement shall not limit or restrict, except as limited or restricted herein, the inherent and the common law right of the School Committee and the Administration of the School Department to promulgate reasonable rules and policies, and to control, direct, manage and make changes in the operations and the affairs of the School Department.

- D. The Committee recognizes that teaching is a profession. The Committee recognizes the Association as the sole representative, for the purposes of discussion and negotiations in matters of salary and all conditions of employment, of all certified teaching personnel below the rank of assistant principal, excluding substitutes but including department heads, coaches, resource teachers, specialists as listed in Article VIII of this Agreement, and faculty members in charge of extracurricular activities who are employed or to be employed by the Town of North Kingstown in teaching duties.
- E. The Association further recognizes that the word “Superintendent” as used in this Agreement shall mean the Superintendent of Schools or designated representative, Administration and/or supervisory personnel.
- F. The foregoing constitutes the entire agreement between the parties and no verbal statement supersedes any of its provisions. Any agreements reached during the duration of this Agreement shall be reduced to writing and signed by authorized representatives of the Association and the Committee.

ARTICLE II

Rights of the Association

The Association may use school buildings without cost at reasonable times for meetings. Requests for use of buildings shall be made to the principal of the building in advance and approval shall be subject to previous commitments for use of the building and its facilities.

The Association may place notices on faculty bulletin boards and in teachers' mail boxes.

PAYROLL DEDUCTIONS

1. The Committee shall make available uniform dues deductions for the National Education Association of North Kingstown (NEANK), the National Education Association of Rhode Island (NEARI) and the National Education Association (NEA) upon written request of the individual member. Requests for dues deductions shall be made on the form mutually agreed upon by the Committee and the Association. Such deductions shall be discontinued for any school year only if written notice to do so is given the Committee by the teacher not later than August 15th prior to the commencement of such school year. Such deductions shall be made in equal installments over a maximum period of fifteen (15) consecutive checks. All new requests for dues deductions must be received in the Superintendent's office prior to October 15th. Deductions shall commence not later than the second pay period in November.
2. Deductions shall also be made for contributions to both the NEANK Political Action Committee (NEANK-PAC) and Scholarship Fund upon written request of the individual member. Requests for these

deductions shall be made on forms mutually agreed upon by the Committee and the Association. Such deductions shall be discontinued for any school year only if written notice to do so is given the Committee by the teacher not later than August 15th prior to the commencement of such school year.

3. All monies collected under this Section shall be transmitted to the National Education Association of North Kingstown on a biweekly basis.

D. When a grievance occurs, time in the school day shall be granted to the Association President, Professional Rights and Responsibilities (PR&R) Chairperson and the PR&R representative of that building, when necessary, to begin processing the grievance. The time allotted shall be by agreement of all parties involved.

E. Office space shall be provided to the Association.

F. The President of the Association shall be relieved of all non-teaching duties and shall be released at full salary, for one (1) period per day (or its equivalence in another mode of instruction), if possible, in addition to the unassigned period.

ARTICLE III
Principles

- A. Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Committee and the Association. In light of the complexities involved in the operation of a growing school system, free and open exchange of views is desirable and necessary, with both parties participating in deliberations leading to the determination of matters of mutual concern.

- B. It is recognized that teaching is a profession which requires specialized qualifications, and that the success of the educational program in North Kingstown depends upon the maximum utilization of the abilities of teachers who are satisfied with the working conditions in the North Kingstown School Department as set forth by this Agreement and School Committee Policy.

- C. It is also recognized and agreed that each teacher shall assume in a professional and ethical manner the responsibilities of this Agreement and all other School Department policies and regulations.

- D. It is further recognized that teachers have the right to join, or not to join, any organization for their professional or economic improvement, but

that membership in any organization shall not be required as a condition of employment.

- E. The Committee shall not discriminate in any way against any teacher by reason of membership in or participation in the activities of the Association or the exercise of rights under this Agreement. The Association shall fairly represent all members of the bargaining unit.
- F. The Committee and the Association agree that they shall not discriminate against any person because of race, color, national or ethnic origin, religion, gender, age, marital status, disability, status as a veteran, or sexual orientation, in accordance with applicable laws and regulations.
- G. It is recognized that the negotiation and the administration of this Agreement entails expenses which are 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 its constitution and bylaws and does not execute an authorization for dues deduction, such teacher shall, as a condition of employment by the Committee, execute authorization for the deduction of a sum as certified by the Executive Secretary of NEARI to the North Kingstown School Committee on or before October 1st of each year; said sum shall be forwarded to the Association. Such sum shall not exceed the annual membership fee of the NEANK/NEARI/NEA, and shall be deducted in the same manner as a regular member.
- H. The Committee agrees to release the President of the Association or his/her designee, with pay, from job responsibilities five (5) days per year. If additional days are needed, they may be taken provided the Association incurs the cost of a qualified substitute.
- I. The Committee agrees that a copy of all current School Committee policies shall be made available in the office of the school principal, and one set shall be sent to the President of the Association. The principal shall inform teachers of any additions or deletions to these policies at regularly scheduled teacher meetings. Each building principal shall prepare a faculty handbook and distribute it at the meeting on Orientation Day. Any changes shall be in writing and distributed to all members of the professional staff.
- J. This Agreement constitutes Committee and Association policy for the term of this Agreement, and the Committee and the Association shall

carry out the commitments contained herein and give them full force and effect as policy.

- K. No individual or group of teachers in the bargaining unit or representative, agent or employee of the School Committee may enter into any separate agreement or understanding which shall be inconsistent with the terms of this Agreement.
- L. The Committee and the Association believe that academic freedom is essential to the teaching profession.
- M. The grades of a teacher entered in the pupil's record represent the teacher's evaluative judgment of the pupil's work. The teacher shall be considered to be expert in evaluating the work of the student and his/her integrity in marking the pupil shall be respected. The grade given by the teacher shall not be changed without due process and compelling reason(s).
 - 1. At least two (2) full weekends, from the end of the grading period to the date upon which grades are to be submitted, shall be provided to all teachers.
- N. In order to open the dimensions of the classroom and the art of teaching, particularly in respect to team teaching and non-graded instruction, establishing standards for hiring of teachers shall be a joint effort by the Administration and the Association. Such effort shall consist of procedures, goals and standards for teacher recruitment, interviewing and hiring. Recommendations shall be made to the Committee for its consideration.
- O. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect.

ARTICLE IV **Cooperation**

- A. The Association and the Committee agree on the desirability of making the schools community-centered and shall cooperate in any program designed to accomplish this goal.

- B. The Association agrees to appoint representatives to serve on special committees when requested to do so.
- C. The Association agrees to make a concerted effort to work with the Committee and the Administration in developing the total educational program into one that meets the needs of North Kingstown, and to support the Committee vocally and actively by its presence at hearings and public meetings in the interest of sound education.

The Committee and the Association agree that during the dates this Agreement is in effect, any and all disputes arising between them shall be settled in accordance with the grievance procedures of this Agreement. The Association and its individual members agree that it shall not engage in or instigate or condone any strike or work stoppage or any concerted refusal to perform work duties on the part of any member of the bargaining unit in the North Kingstown School Department. The Association further agrees that it shall take a strong position against any such action by any of its individual members.

- E. The Committee and the Association recognize the ongoing need for curriculum development. Teacher participation in curriculum development shall be voluntary. Both parties pledge their support of this endeavor and the Committee further agrees to support it financially. The Association agrees to encourage its members to volunteer for such work.
- F. A Staff Development Committee consisting of teachers, administrators and staff members shall annually prepare for the Superintendent's approval, with advisory input from the Association, a staff-development plan which outlines both mandatory and optional individual and group staff-development activities.
- G. The Superintendent shall provide the Association the most current enrollment reports for each month from August through June. Enrollment projections shall be provided in January and June. Student enrollments by class and section shall be provided the Association at the same time the information is available to department chairs and guidance counselors.
- H. The North Kingstown School Committee agrees to negotiate the impact of any changes resulting from Rhode Island Department of Education and/or State and/or Federal legislative mandates.

- I. The North Kingstown School Department has a core belief that for the continuation of curriculum delivery that shall benefit students, and to maintain communication with parents, and to increase efficiency in our schools, it is important that teachers plan together whenever possible. Every effort shall be made by administrators working with teachers to create schedules that provide common planning time to such a degree that promotes the School Improvement Plan. Common planning activities shall be determined in concert between teachers and administrators.

ARTICLE V

Procedures

- A. The Committee or its representatives shall meet periodically with the representatives of the Association for the purpose of negotiating a successor Agreement. Written notice of such intent and procedures for such negotiations shall be in accordance with the provisions of Title 28, Chapter 9.3 of the General Laws.
- B. The Association and the Committee may call upon competent professional and lay representatives to consider matters under discussion and make suggestions; the parties have the right to utilize the service of consultants.
- C. The Association and the Committee may appoint ad hoc study committees to research, study and make recommendations on matters under consideration. These committees shall report findings to the Association and to the Committee.
- D. Nothing in this Agreement shall be in violation of the provisions of the Charter of the Town of North Kingstown nor the Laws of the State of Rhode Island and of the Federal Government of the United States.
- E. Upon adoption of the school budget by the Committee, the Committee shall provide the Association with a complete tentative line budget as submitted to the State Department of Education and the North Kingstown Town Council for the fiscal year.
- F. During the duration of this Agreement, either party may call a meeting to discuss matters of mutual concern.
- G. Either party to this Agreement may, during the course of this Agreement, request a contract re-opener for purposes of collective bargaining for any non-economic issue covered by this Agreement. It is understood that such negotiations shall be concluded prior to the first day of the school year for any year of this Agreement.
- H. Any agreements reached during the duration of this Agreement shall be reduced to writing and signed by the authorized representatives of the Association and the Committee.
- I. The Committee shall publish this Agreement and distribute a copy to all members of the professional staff. The Association shall be consulted

thereon prior to publication. The Committee and the Association shall share the expense involved.

- J. The faculty of each school may elect a representative body, free to consider anything affecting teachers; the principal shall meet with this body when requested to do so, at mutually agreed upon times.
- K. It shall be the policy of the School Committee to post the agenda of its meetings in each school.

ARTICLE VI

Teaching Hours and Teaching Load

A. WORK DAY

1. The teaching day for all certified personnel shall be between six (6) and six and five-tenths (6.5) hours based on the 1999-2000 schedule of the individual school. Teachers shall be required to report before the start of the students' school day and to remain after the official closing of the school as long as is reasonably necessary to fulfill their obligations relating to special help for students, parent conferences and staff meetings.
2. With the exception of the above any involuntary assignment of work outside of the teaching day within the school year shall be compensated at fifty dollars (\$50.00) per hour for the 2007-2008 school year, fifty-two dollars and fifty cents (\$52.50) per hour for the 2008-2009 school year and fifty-five dollars (\$55.00) per hour for the 2009-2010 school year.
3. The teaching schedule in grades six through twelve shall consist of five (5) classes, one (1) duty period, and an unassigned period for professional work per day. Any changes to the current schedules must be negotiated.
4. Teacher participation in extracurricular activities shall be voluntary.

B. UNASSIGNED PERIODS

1. All members of the bargaining unit shall be entitled to unassigned time for professional work on an equitable basis.

2. All elementary teachers teaching in elementary schools shall be guaranteed a minimum of two hundred (200) minutes per week of unassigned time for professional work. The amount of unassigned time for professional work shall be adjusted proportionately for weeks in which there are less than five (5) school days.
3. All middle or high school teachers shall have unassigned time for professional work of at least forty (40) continuous minutes each day.
4. When a teacher in a special area of instruction is in charge of an elementary school teacher's class, the regular teacher may leave the classroom. Such release time shall be an unassigned period to be used for professional work. In addition to continuing the current practice of receiving specialists every other week, full-day kindergarten teachers shall receive the same specialists as the other classroom teachers, when available.
5. Teachers working in the Advanced Placement (AP) Program shall teach four (4) classes per day and receive one (1) unassigned period for professional work per day for participating in the program, in addition to the regular unassigned period for professional work daily for the first year of the assignment. Teaching AP courses shall be voluntary. Teachers shall be expected to remain in the program a minimum of three (3) years.
6. All elementary school teachers shall have a continuous duty-free lunch period of at least twenty-five (25) minutes and, in addition, they shall have another continuous twenty-five (25) minutes for unassigned time for professional work. All middle and high school teachers shall have a continuous duty-free lunch period equivalent to the length of a student's lunch period in addition to unassigned time for professional work of at least forty (40) minutes each day. Teachers may volunteer to perform extra duties during their unassigned period in exchange for compensation at the rate of fifty dollars (\$50.00) per hour for the 2007-2008 school year, fifty-two dollars and fifty cents (\$52.50) per hour for the 2008-2009 school year and fifty-five dollars (\$55.00) per hour for the 2009-2010 school year.
7. Teachers shall be guaranteed a lunch period of at least one hour on professional development days.

C. CLASS SIZE

1. Class size at all levels shall be maintained at a level that is consistent with the best interests of the students. The Committee and the Association shall jointly try to arrange class size so that the maximum number of students may receive optimum instruction from every teaching situation, viz., larger classes may be scheduled for lectures, demonstration and audio-visuals. Class-size contractual maximums apply to all grade configurations.
2. Class size at the kindergarten level shall not exceed an average pupil-teacher ratio of 18:1 in the district. In grade one, class size shall not exceed an average pupil-teacher ratio of 24:1 and in grades two through five, class size shall not exceed an average pupil-teacher ratio of 25:1 in a given school.
 - a. Individual class size in kindergarten shall not exceed nineteen (19) students after October 1st.
 - b. Individual class size in grades one and two shall not exceed twenty-five (25) students after October 1st, and shall be reduced to twenty-four (24) students effective with the 2008-2009 school year.
 - c. Individual class size in grades three through five shall not exceed twenty-seven (27) students after October 1st, and shall be reduced to twenty-six (26) students effective with the 2008-2009 school year
3. Class size in grades six through eight in academic areas, including Foreign Language, shall not exceed an average pupil-teacher ratio of 25:1 in a given school, based on present practice or its equivalent. Individual classes shall not exceed twenty-eight (28) students after October 1st.
4. Class size in grades nine through twelve in the departments of English, Foreign Language, Mathematics, Science and Social Studies shall not exceed an average pupil-teacher ratio of 25:1 in each department. Individual class size shall not exceed twenty-eight (28) students after October 1st.
5. Compensation for teachers with students over the contractual class-size limit.

- a. Middle and high school teachers shall be compensated at the rate of five dollars (\$5.00) for each student over the class-size maximum per day, per class. At the high school this rate shall be adjusted proportionately to allow for the Block Schedule.
 - b. Elementary teachers shall be compensated at the rate of twenty-five dollars (\$25) over the class-size maximum per student, per day.
 - c. For specialists at the elementary level, compensation shall be at the rate of five dollars (\$5) for each student over the class-size maximum per day, per class.
6. Special-area class size shall be maintained at a level that ensures safety and proper supervision by instructors.
 7. Study Hall students shall not be assigned to Science Laboratory classes.
 8. No teacher of academic subjects or Health in grades six (6) through twelve (12) shall have a class load be greater than one hundred twenty-five (125) students.

D. SPECIAL AREAS

1. For fully implemented SmArt schools in grades one through five, instructional time in both music and art shall be assigned in accordance with the number of classes, with each class receiving a total of sixty (60) minutes combined instructional and integration time for a full school week. (By way of example, for a school with twelve (12) regular education classes in grades one through five, staffing levels for art and music would be 0.6 FTE respectively.) For a school with more or less than twelve (12) regular education classes in grades one through five, the FTE shall be adjusted proportionately. The

School Committee agrees that every attempt shall be made to maintain current service levels for half-day kindergarten students at one (1) class every other week for art and music.

2. If an elementary music teacher is also required to teach band, an additional 0.1 FTE shall be added to the assignment.

E. SPECIAL EDUCATION

1. When a student or students from a self-contained class in an elementary school are integrated into a regular classroom for less than 50% of the school day, a paraprofessional shall accompany the student(s). When a student from a self-contained class in an elementary school is integrated into a regular classroom for 50% or more than 50% of the school day, the student shall be counted as a regular education student in computing class size.

F. STAFF MEETINGS

1. After-school staff meetings, not to exceed twelve (12) per year, may be called by administrators. No more than two (2) meetings may be held in any one (1) month. Teachers shall be notified of after-school staff meetings one (1) week in advance of said meeting, except in cases of emergency. Additional staff meetings may be held on Professional Development Days. Normally, said meetings shall not exceed one (1) hour in duration.
2. Teachers may be excused from after-school meetings with the approval of their immediate supervisor.

G. WORK YEAR

1. Prior to its adoption by the Committee, the school calendar shall be submitted to the Association for suggestions.

2. The work year of all teachers shall consist of one hundred eighty-five (185) days, other than for new teachers who may be required to attend additional orientation sessions. Orientation days for new teachers shall be subject to the same rules and regulations as regular workdays, for attendance and pay purposes.
3. Within the teachers' work year, teachers shall attend one (1) full day immediately prior to the opening of school for in-service education and/or orientation for all teachers.
4. The principal may declare an emergency whenever he/she feels an unusual situation threatens the safety of the pupils or the school. In the event of an emergency, teachers shall help the principal in alleviating the situation.

H. PARENT CONFERENCES

1. Elementary and middle school teachers, including kindergarten teachers, may either use Election Day for parent conferences or schedule parent conferences within two (2) weeks of Election Day at times mutually agreed upon between teacher and parent.
2. Specialists shall report to work on Election Day and shall either participate in professional development or perform other professional work.
3. Kindergarten teachers shall be scheduled for a full day for parent conferences for each session taught. A full-time teacher shall have two (2) full days; a half-time teacher shall have one (1) full day.

I. CLASS COVERAGE. It is agreed by the parties that the following provisions shall be in effect concerning class coverage:

1. The building principal shall be diligent in his/her efforts to obtain substitute teachers. Only after reasonable efforts have been made shall the principal seek volunteers for class coverage during their unassigned period. The selection of volunteers shall be made with an equitable distribution among teachers when possible.
2. In the event that substitutes are not available and volunteers cannot be found among the teaching staff, the principal may request that non-volunteer teachers make themselves available to cover classes.

3. Teachers who cover classes because of the unavailability of a substitute shall be paid fifty dollars (\$50.00) per hour for the 2007-2008 school year, fifty-two dollars and fifty cents (\$52.50) per hour for the 2008-2009 school year and fifty-five (\$55.00) per hour for the 2009-2010 school year. Payment shall be made no later than the second pay period following the coverage. Compensation for coverage under this Section shall also apply to the elementary classroom teacher where no substitute is available for other class specialists, as defined in Article VIII.

ARTICLE VII
Non-Teaching Duties

- A. The Committee and the Association acknowledge that the teachers' prime responsibility is to educate students and that their energies should, to the extent possible, be utilized to this end. The Committee shall implement a school paraprofessional program as it determines to be necessary. It is recognized that in each school in the system the scope of tasks shall vary. Therefore, paraprofessionals shall be utilized according to the needs expressed to the Administration by the individual principals after conferring with their teaching staffs, subject to the approval of the Administration. Teachers' duties do not include lunch, bus, playground, recess and register duties. Each school principal and the staff shall develop a program for student supervision during the ten- (10-)minute period prior to the beginning of the students' instructional day. If the parties disagree, the issue shall be referred to the Superintendent for resolution.

- B. Recognizing the need for adequate planning, teachers shall make available each day, lesson plans, schedules, class lists and other information for the next school day or for longer periods as may be required by the principal, supervisor or department chairs. These materials shall always be available for substitutes in a teacher's absence.

- C. Teachers, except for certificated nurse teachers, shall not be required to administer medication of any type to any student.

Article VIII
Pupil Personnel Services Providers (PPSP) and Other Specialists

- A. The Committee and the Association recognize that an adequate number of competent PPSP and other specialists is desirable to the operation of an effective educational program. The Association may from time to time submit to the Committee its formal position and recommendation for development of the program.
- B. It is understood that every effort shall be made to provide the PPSP and other specialists necessary to ensure the effective operation of the Department's schools.
- C. When a PPSP or specialist in any area is absent from school, the School Committee agrees to hire a substitute when one is available, and at the discretion of the principal after consultation with the staff. If no substitute is available, the specialists (SLP, ESL, etc.) shall be compensated consistent with Article VI.C.5, if required to make up the service time.
- D. It is agreed that classroom teachers shall have responsibility for initiating requests to the appropriate PPSP should they feel that a student needs assistance. PPSP are defined as those teachers designated as remedial reading, speech and hearing, school psychologists, social workers, certified special education teachers, all Chapter 1 teachers, school nurse teachers, guidance counselors, ESL teachers, gifted and talented coordinator, and licensed occupational and physical therapists.
- E. Itinerants are defined as certified personnel who have professional responsibilities in more than one building. Itinerants shall be involved in planning their schedules.
- F. Other specialists include but are not limited to library media specialists, technology coordinators, and at pre-kindergarten through grade five, teachers of art, music, physical education and drama-dance.

- G. The teaching day as defined in Article VI may be flexible for non-classroom PPSP positions. The flexible schedule must be agreed upon by the person and his/her supervisor. Some positions may be designated as requiring flexible time. A person on a flexible schedule shall work out his/her teaching day as to unassigned time and duty-free lunch. Temporary, non-emergency, involuntary changes in schedules required by the Administration with less than forty-eight (48) hours advance notice shall be compensated above and beyond the individual's teaching day.
- H. Teachers on special assignment shall return to their identical position under the provisions of Article XV.H. The term of these special assignments shall be set forth in the job description.

ARTICLE IX
Voluntary and Involuntary Transfers

- A. A vacancy shall be defined as the availability of a position caused by a death, resignation, retirement, promotion, discharge or creation of a new position.
- B. The posting of such vacancies shall be done annually but not later than June 1st of each year provided a petition for a referendum has not been filed to reduce the budget. All postings shall include at a minimum a description of the position requirements, i.e., title, certification, grade level for elementary and the position location.
- C. Teachers who have been involuntarily transferred shall be given preference for any vacancy that occurs in the identical position from which that teacher was involuntarily transferred, provided the identical position becomes available prior to the first day of school. Thereafter, said position shall be offered in the subsequent Job Fair.
- D. Approximately one (1) week after the posting of vacancies, the Job Fair shall be held for all teachers interested in transferring to these vacancies. At that time all requests of teachers not on a mid-year plan shall be honored based upon seniority and appropriate certification. All vacancies created by these voluntary transfers shall also be made available to teachers during this meeting. No selection shall be allowed under this

procedure if the final effect causes the blocking of the recall of a teacher on the suspension/recall list.

1. Any teacher on a mid-year plan shall, prior to March 1st, be afforded the opportunity to have his/her performance rating reviewed by a panel of three (3) educators. One (1) educator shall be selected by the teacher, one (1) by the Administration, and the third educator shall be selected by mutual consent. A decision on the matter must be rendered prior to the annual Job Fair. If the panel finds in favor of the teacher, the teacher shall be allowed to participate in the Job Fair.

Once all vacancies and any vacancies resulting from voluntary transfers have been offered to staff members, the process shall end and all remaining vacancies shall be advertised and offered to the general public. Newly-hired teachers selected for these posted positions shall become full members of the bargaining unit with all rights of seniority and recall.

Vacancies which are created after this June posting shall be posted in the subsequent Job Fair. Teachers filling such positions who start after the first day of school shall have seniority or right to recall after the June Job Fair. Vacancies which are filled after the annual Job Fair shall be included in the subsequent Job Fair.

Teachers shall be consulted regarding any changes in their programs and schedules, including the schools to which they shall be assigned, levels and/or disciplines that they shall teach, and any special or unusual classes or assignments they shall have. These assignments and transfers shall not be arbitrary and the Administration must show good cause for any change in assignment or transfer. The School Department agrees to provide the teacher with materials, curriculum and briefing necessary to adjust to any of the above-mentioned circumstances.

H. Not later than one (1) week following the Job Fair, the Superintendent shall make available to the Association a list showing the names of all persons who have been reassigned or transferred and the nature of such reassignments or transfers.

I. All involuntary transfers shall be based on seniority. Teachers with the least seniority shall be changed first. The Superintendent may under unusual circumstances choose another teacher only if absolutely necessary.

1. Seniority shall be system wide and is defined as teaching service, exclusion of substitute teaching service, in the North Kingstown School Department as computed from the beginning date of employment. Where the beginning date of employment is the same, the date of appointment by the School Committee shall be the determining factor. Where the date of appointment is the same, the date of receipt of the original application shall be the determining factor so long as such date can be determined on the respective applications. When the date of receipt cannot be determined, then the date of application shall be the determining factor. When the date of the application is the same, seniority shall be determined for those teachers concerned by drawing lot. This lottery shall be administered by the Director of Human Resources.
 2. Seniority shall be broken whenever a teacher terminates voluntarily, is discharged, or exceeds an authorized leave of absence.
 3. A teacher who is involuntarily transferred or reassigned shall receive notification in writing as to the nature and reason for said transfer or reassignment. If the teacher is dissatisfied with the reason, he/she may request an informal meeting with the Superintendent and, if desired, an Association representative.
 4. It is agreed that the least senior teacher teaching in the certification category of the position being eliminated in a building shall be the person to be transferred from the building, if an involuntary transfer is necessary. This practice is limited to the question of involuntary transfer from a building as a result of position elimination and does not apply to voluntary transfer or reassignment within a building. Should it become necessary to transfer teachers as a result of the relocation of grade levels from one school to another, such transfers shall be based upon seniority.
- J. Notice of change in assignment and/or transfer for the next school year shall be given as soon as practical under normal circumstances not later than May 15th. To the extent possible, no reassignment and/or transfer shall be made after August 15th. In the event that a teacher is reassigned or transferred after August 15th, the Administration shall provide personnel to pack and move classroom material and the teacher shall be granted compensation of two hundred fifty dollars (\$250) and up to two hundred fifty dollars (\$250) more for materials provided that the teacher has receipts.

- K. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be consulted about any change in their schedules.
- L. Teacher assignments and transfers shall be made without regard to race, color, national or ethnic origin, religion, gender, marital status, disability, status as a veteran, or sexual orientation.
- M. All information regarding decisions on transfers shall be available to the Association with the written authorization of the teacher.
- N. No reduction in the total number of teaching positions shall occur as the result of the Job Fair.
- O. Positions included in this provision have no specific department of education certification. Any vacancy in any of the positions below shall be filled from within the bargaining unit by a committee composed of administrators and a majority of teachers selected by the Association. These positions include technology educators, SWAS, School to Career, Senior Project Coordinator, and Electronic Portfolio Coordinator. Within five (5) business days of the receipt of the Administration's appointment to the committee, the Association shall forward to the Superintendent the names of its representatives.

ARTICLE X

Non-Renewal, Suspension, Dismissal and Recall Rights

- A. By February 1st the School Committee shall inform the President of the Association in writing of those teachers whom it is likely to notify of non-renewal/ dismissal/suspension not due to misconduct or

performance. The President shall meet with such teachers so named for the purpose of obtaining waiver of the March 1st deadline established in 16-13-2 of the General Laws of Rhode Island. Any waivers signed by teachers must be returned to the Superintendent by February 15th. For those teachers who voluntarily agree to extend the March 1st deadline to June 30th, the Committee agrees to provide the recall rights listed below. Members failing to file such waivers or failing to file within this time limit are not eligible to participate in the rights enumerated in this Article.

1. Teachers who have seniority or recall rights shall be recalled by the Committee in order of their seniority as positions for which they have certification become available and as the Committee decides to fill such positions.
2. When the Committee decides to fill a position for which a teacher on recall has certification, the Superintendent shall notify by certified mail, return receipt requested, the most senior teacher on the recall list in the area of certification. That teacher shall notify the Superintendent by certified mail of his/her intentions to accept or reject the position offered within a period of ten (10) calendar days of said notification. Should the notified teacher not communicate with the Superintendent within the above time period, it shall be deemed to be a rejection of the position.
3. If the notified teacher fails to notify the Superintendent within the allotted time or if the notified teacher refuses to accept the position offered, that teacher shall lose all seniority rights under this Collective Bargaining Agreement, shall no longer be eligible to participate in the fringe benefit extension provided herein, and said teacher's contractual relationship with the Committee shall come to an end. Should this occur, the Superintendent shall notify the next most senior teacher in the area of certification of said vacancy.
4. It shall be the responsibility of all teachers on a recall list to keep the Human Resources Office notified of their latest address where communications can be forwarded.

5. All teachers on recall shall have the option of retaining all fringe benefits provided for by this Collective Bargaining Agreement during the period of their recall provided they repay for said benefits to the School Department in the same manner the Department pays those benefits. A teacher executing a waiver of the March 1st deadline in accordance with Section A herein shall be entitled to the rights under this Article for a period of five (5) years from the date that the layoff became effective.

6. During the course of this Collective Bargaining Agreement the School Committee shall take no action which would have the effect of causing a reduction in force (RIF) in the teaching staff in excess of ten (10) per year, excluding normal attrition. RIF pertains to number of teachers, not number of positions. In the event that an action by the Jamestown School Committee results in the withdrawal of one hundred (100) or more students from the High School, a reasonable number of teachers in addition to the ten (10) mentioned may be subject to layoff. It is understood that the Association shall be consulted prior to any RIFs. It is also understood that such RIFs may not be used as a pretext for circumventing the limitation of ten (10) per year. Both parties agree to settle disputes resulting from such RIFs through the grievance procedure, and the parties further agree to resolve such grievance in an expeditious manner.

ARTICLE XI

Salaries

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part hereof. Each person on the teachers' salary schedule shall be paid from September to June 30th, biweekly, with the total yearly salary being divided into twenty-six (26) payments. The first paycheck shall be paid on the first day after the official opening of school that coincides with the existing biweekly payroll and the balance shall be paid on or before the last pay date before June 30th. Teachers shall be notified of the date of the first pay date in the following school year by this last pay date.

- B. Teachers newly appointed to the North Kingstown School Department shall be given full increment credit for previous outside teaching experience which has been completed satisfactorily in public schools and/or in other schools or areas directly related to the subject or grade to which they are assigned as documented prior to the date of appointment.

- C. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year. New teachers, prior to their appointment, shall be required to furnish satisfactory evidence of all prior teaching experience which they claim. No credit shall be given for experience not documented prior to their appointment. Substitute teaching days taught in North Kingstown may be counted as "paid" days and combined with regular teaching days for service credit provided that such substitute teaching is continuous and uninterrupted and there is no loss of teaching time between the substitute teaching and the regular teaching service.

- D. Whenever teachers are serving as coaches, department chairs or faculty members in charge of extracurricular activities, they shall be compensated as set forth in Appendix B which is attached hereto and made a part hereof. Those teachers appointed as coaches, both interscholastic and intramural, may elect to be paid by one of the following methods:
 - 1. Once at the end of the coaching activity;

2. In two (2) equal payments, once midway during the season and again at the end of the coaching activity.

E. The North Kingstown School Committee encourages each teacher to improve his/her own professional background and competency by the participation in a program of studies beyond the Bachelor's Degree at a recognized educational institution, and agrees to compensate teachers for the completion of courses and degrees according to the schedule in Appendix A, "Advanced Degree Increments." A recognized educational institution shall be a college or university whose graduate program of studies is accredited by one (1) of the six (6) regional Associations of Colleges and Secondary Schools. All courses beyond a Bachelor's Degree for which compensation is to be awarded must be approved by the Committee, after recommendation of the Administration on the basis of usefulness to the North Kingstown School Department, and shall conform to the following:

1. All courses completed and advanced degrees earned by teachers shall have a direct relationship to the subject area in which they teach in the school system and are designed to improve the ability to teach in such area. All courses completed and advanced degrees earned by teachers not related to the subject area in which they teach shall require approval by the Superintendent and the School Committee prior to course or degree enrollment.
2. All courses completed for the purpose of fulfilling initial certification requirements are not eligible for incentive payments.
3. To be eligible for increment compensation, all courses shall be at the graduate level. If a teacher feels an undergraduate course merits consideration, he/she may petition the Administration and the Committee for a waiver of the graduate requirement. The Committee's decision on the waiver shall be final and cannot be appealed.

4. To be eligible for increment compensation, the aggregate number of courses applied for must be at an average grade of not less than B. No course, however, shall be acceptable below a C grade.
 5. No course shall be credited for compensation unless record of completion was filed in the Superintendent's office within three (3) years of its completion or within three (3) years of beginning employment in North Kingstown schools, whichever is later.
 6. An official transcript or course completion card from the college or university shall be the only document accepted as a record of completion.
 7. Course or advanced degree increment compensation is to commence no earlier than the semester following approval by the Administration and the Committee.
 8. When a teacher becomes eligible for advanced degree compensation based on a first-semester course, such application shall be filed before April 1st and the teacher shall receive one-half (1/2) of the respective increment.
 9. For immediate consideration of compensation, applications for course and/or degree credit for first-semester courses shall be submitted by the April 1st following; second-semester courses by the September 1st following; summer courses by the October 1st following. All applications shall be considered at the School Committee's regular business meetings of September, October and April.
- F. Teachers may elect to have their paycheck(s) forwarded to any agent or addressee so designated in writing by the teacher. This designation must be submitted by October 1st. Two (2) subsequent changes in this designation may be made by the teacher during the same school year.
- G. If a regular pay period falls during a non-school day, the School Committee shall request, in the required manner of the Town Treasurer, that paychecks be distributed in the normal manner on or before the last school day prior to such regular pay period.

Teachers who are required to travel from one school facility to another shall be reimbursed at the rate allowed by the Internal Revenue Service.

Teachers shall receive a written notice from the School Department indicating their current salary, including advanced degrees, longevity and department chair stipends. Said notice shall be received during the first pay period in October.

Teachers shall be responsible for maintaining a current Rhode Island certification which is applicable and consistent with their assignment. Teachers who fail to do so shall be removed from the classroom and shall forfeit any salary under this Agreement until reinstatement by the Rhode Island Department of Education.

K. TUITION REIMBURSEMENT

1. All teachers who have completed three (3) years of employment with the North Kingstown School Department shall be eligible for tuition reimbursement for graduate work subject to the conditions and procedures set forth in this provision.
 - a. Application for reimbursement must be filed on or before deadlines set forth in Paragraph 4 of this provision and the Superintendent shall have sole discretion as to approval under this provision. The Superintendent's decision regarding applications for approval can be appealed to the School Committee within thirty (30) days of the Superintendent's decision. The Committee's decision on appeal is final and binding and not subject to the grievance procedure under this Agreement.
 - b. To receive tuition reimbursement for courses approved as aforesaid, a teacher must successfully complete the graduate course. In graded courses he/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 non-graded courses, to the Superintendent, along with proof of payment for the courses taken.
2. Tuition reimbursement shall be in an amount equal to fifty percent (50%) of the cost of the course up to a maximum payment of the cost of a three- (3-)credit graduate course at the current rate charged by the University of Rhode Island excluding any fees and financial aid from

- any other sources. Teachers are eligible for one course-reimbursement per year.
3. All courses must be pre-approved 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 1st; and for summer courses by July 10th.
 5. The funds available for annual tuition reimbursement as specified in Paragraph 1.b herein shall be allocated as follows: 2007-2008, \$8000; 2008-2009, \$9000; and 2009-2010, \$10,000.
 6. Application for approval received as of each of the application deadlines as specified in Paragraph 4 herein shall be prioritized as follows:
 - Priority 1:* Degree graduate courses or non-degree graduate courses taken in teaching field.
 - Priority 2:* Certificate renewal courses not necessarily in a graduate program but previously approved by the Superintendent.
 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 shall be reimbursed within forty-five (45) days of submission of evidence of satisfactory completion of the course work to the Superintendent. Teachers who fails to submit satisfactory evidence as outlined in Paragraph 1.c herein, within the forty-five (45) days indicated, forfeit 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 Paragraph 1.c herein, and only if continuing in the employ of the North Kingstown School System.

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS
CERTIFICATION

1. Teachers possessing National Teacher Board Certification shall receive three thousand dollars (\$3000) per year. The National Teacher Board Certification stipend shall be in addition to any advanced degree stipend.
2. The School Committee shall assist and support the efforts of Board Certification candidates by providing five (5) paid days for professional development leave for use exclusively related to National Board Certification. Effort should be made to use the District's established scheduled Professional Development Days where possible. When available, the District shall also provide for the use of loaned materials, such as video cameras, computers, and any other equipment that may be useful in portfolio preparation. There shall be a limit of two (2) teachers supported in this program per year.

ARTICLE XII
Salary Continuation Policy

A. The purpose of the salary continuation policy is to provide income protection for up to ninety (90) days of personal illness which might interrupt pay for appointed teachers. This policy is made up of two (2) parts: short-term sick leave and long-term sick leave, which are defined as follows:

1. Short-Term Sick Leave - used for short-term illnesses which are of a duration of five (5) consecutive workdays or less.
 - a. Teachers may receive up to ten (10) days of short-term sick leave per year. Such short-term sick leave may be accumulated to a maximum of thirty (30) days.
 - b. All teachers are immediately eligible for short-term sick leave. However, in the case of first-year teachers, benefits may be withheld until the teacher has worked at least thirty (30) school days in the North Kingstown School System. It is further provided that, in the event such a teacher does not complete the initial year of service, sick-leave benefits shall be limited to one (1) day for each month of service completed.
 - c. Salary payments for short-term sick leave shall provide one-hundred percent (100%) of regular pay (including compensation for advanced degrees, service as department chair, coach, etc.), minus any payments received under plans financed in whole or in part by the School Department.
 - d. Sick-leave days accumulated prior to the 1969-1970 school year may be used for short-term sick leave until depleted.
 - e. A medical certificate shall not be required.
 - f. Whenever a teacher finds it necessary to be absent on short-term illness, the teacher shall notify the principal or supervisor before the start of school. Short-term sick leave may not be granted unless such notification is made. Exceptions may be made for extraordinary circumstances which prevent such notification from being made.

2. Long-Term Sick Leave - may be used for absence caused by illness beginning with the sixth (6th) consecutive workday; from the first day of hospitalization; or with the first workday absent if the absence because of illness extends fifteen (15) consecutive calendar days.
 - a. Teachers may receive their salary for up to seventy-five (75) days per long-term illness in any one (1) school year. Non-tenured teachers shall be eligible to receive their salary for not longer than thirty (30) workdays for long-term illness for any full school year.
 - b. Verification of Eligibility - The Principal/Director of Human Resources shall be notified as far in advance as is possible of a pending long-term illness. Planned long-term illnesses shall be authorized by a physician, and a physician's note stating the beginning date of absence shall be presented to the Principal/Director. When an absence due to illness reaches five (5) consecutive days, the teacher shall ensure that a confidential statement from the treating physician shall be returned to the Director of Human Resources as soon as possible but in any event within five (5) days after the fifth (5th) day of absence. The physician in his/her note shall supply to the School Department an anticipated date of the teacher's return to work. Furthermore, the School Committee shall have the right to have the teacher examined from time to time by a physician designated by the Committee for the purpose of establishing the extent of the illness/disability and the time during which the teacher may be unable to perform his/her duties.
 - c. Salary payment under long-term sick leave shall provide one-hundred percent (100%) of regular pay, including compensation for advanced degrees, but excluding compensation for service as department chair, coach or extracurricular activities. Payments received or receivable under plans other than Blue Cross/Physicians Service and Major Medical financed in whole or in part by the School Department shall be deducted from any salary payment under long-term sick leave.
 - d. Unused short-term sick leave may be used for days not otherwise covered.

- e. A teacher returning to work from long-term sick leave may be required to furnish a medical certificate certifying that he/she may perform all duties and responsibilities of his/her position. The teacher may further be required to submit to an examination by a physician designated by the Committee.
 - f. Teachers exhausting all sick leave as provided in this Article shall be eligible for use of the Emergency Sick Leave Bank in accordance with the rules of the Bank as defined in Article XIII herein.
- B. Under this Article, in no event shall a teacher receive salary benefits for more days of sick leave in any school year, either short-term or long-term leave combined, than ninety (90) workdays or for more than the total number of days the teacher has served on active duty in North Kingstown.
- C. The Association agrees that all leaves of absence, including short-term sick leave, shall be used only for the purpose authorized by this Agreement and that unauthorized use of leave constitutes grounds for disciplinary action. The Association recognizes the Committee's right and obligation to make and enforce rules to ensure that there is no abuse of sick-leave benefits, and the Committee agrees to consult with the Association prior to the adoption of such rules.
- D. The salary continuation policy shall be applicable only during and for short-term and/or long-term illness which cause absence on days that school is in session during the school year. To be eligible for payment of benefits under this Article, absences must begin on a day on which school is in session. In the event that a teacher becomes ill on a workday prior to a weekend, holiday or school vacation, and so notifies the principal in writing, the following calendar day shall be counted as the first day of illness, even if the teacher completed the prior school day, to determine when long-term sick leave benefits begin.

ARTICLE XIII
Rules and Regulations of the Emergency Sick Leave Bank

1. Full-time members of the Association beginning their fourth (4th) year of full-time, consecutive, unbroken service in the North Kingstown School Department are eligible for membership in the Emergency Sick Leave Bank. Service is defined as continuous, whereas leave of absence for any reason shall constitute a break in service prior to the fourth (4th) year of service. Membership is continuous unless notification to the contrary is made to the Administration.
2. Membership in the Emergency Sick Leave Bank is voluntary and only Bank members can utilize the provisions of the Emergency Sick Leave Bank. A minimum of one hundred (100) members is necessary to establish a sick leave bank each year.
3. All days donated shall be deducted from the long-term sick leave of such member at the time of the donation. All days so given shall lapse at the end of the contractual year.
4. All members of the Emergency Sick Leave Bank must donate three (3) days to the Bank no later than October 1st of the contractual year. Failure to obtain one hundred (100) members by October 1st shall result in no Bank for that academic school year.

5. Any member of the Emergency Sick Leave Bank is eligible for the award of sick-leave days after use of all personal sick-leave days and upon the submission of the necessary data and a majority vote of the Sick Leave Bank Committee.
6. Application forms for Bank use are available at the Superintendent's office or through the Association.
7. Completed application forms should be submitted to the Superintendent's office.
8. Completed application forms should be accompanied by a physician's detailed certificate.
9. The Sick Leave Bank Committee has the right to review the record of attendance of all applicants for such leave. Applicants must agree and sign a release form authorizing the Sick Leave Bank Committee to review their personnel and attendance records. Failure to sign this release form shall cause automatic denial of the request.
10. Any teacher who files the necessary application form shall have his/her application acted upon within one (1) calendar week of the submission of said application, excluding vacations and holidays. The one- (1)-week period of time assumes a reasonable opportunity for the Sick Leave Bank Committee to meet and consider the application.
11. In considering the award of days to any one (1) applicant, the Sick Leave Bank Committee shall limit the award to a maximum of one hundred eighty (180) days. The Sick Leave Bank shall be established, providing there are one hundred (100) signed members, effective October 1st and terminated on the last day of the school year. Exceptions to the maximum one-hundred-eighty- (180-)day limit may be granted under extraordinary circumstances, such as a teacher being injured in the course of employment, or terminal illness. A teacher receiving benefits from the Sick Leave Bank who is unable to return to work on the first day of school must reapply for continued benefits once the Bank has been established on or after October 1st.
12. A record of the proceedings of the Sick Leave Bank Committee shall be available at the Superintendent's office.
13. Teachers may submit a request for additional days if the days granted in the original request are not sufficient.

14. Teachers may resubmit a maximum of two (2) additional requests for consideration if the original request was denied.
15. These rules and regulations shall be distributed to all participating members at the beginning of each contractual year.
16. All decisions of the Sick Leave Bank Committee shall be final and binding.
17. Rules and regulations of the Sick Leave Bank shall be revised annually, prior to May 30th, by the Sick Leave Bank Committee for the following academic year. All changes to these rules and regulations must mutually be agreed upon by the Association and the School Committee. Failure of either the Association or the School Committee to agree to any change shall nullify the requested change for the following academic year.
18. The Sick Leave Bank Committee shall be comprised of two (2) members of the Association and two (2) members of the Administration. The Association shall appoint two (2) members and the Superintendent of Schools shall appoint (2) members. The term of appointment shall be for one (1) academic year.
19. A majority vote in the affirmative by the Sick Leave Bank Committee shall be required for approval of Sick Leave Bank use.
20. It is understood that these Sick Leave Bank benefits do not supplant the disability retirement benefits provided by the Employees Retirement System of Rhode Island and the Federal Insurance Compensation Act.

ARTICLE XIV

Absences and Leaves

- A. The President of the Association and/or his/her designee shall be entitled to a maximum of three (3) days non-accumulative professional leave. Professional leave shall be granted to attend conferences, workshops, or any other professional meetings sponsored in whole or in part by NEA, NEARI and affiliates related to either. To obtain such leave the President and/or his/her designee must submit a written notice to the Superintendent reasonably in advance of the meeting. Compensation for such professional leave shall be on a full-pay basis and the aforesaid

President and/or designee on professional leave shall not be penalized any days from his/her sick-leave program.

B. FAMILY ILLNESS AND BEREAVEMENT LEAVE

1. Absences Due to Extreme Illness in Immediate Family

In case of extreme illness in the immediate family (spouse, parents, step-parents, grandparents, children, step-children, or other relatives who are members of the immediate household), teachers shall be allowed a maximum of five (5) days with pay, per occurrence. Such leave shall be charged to the teacher's sick leave.

2. Absences Due to Death in Immediate Family

A teacher who is absent because of the death of a member of the immediate family (spouse, parents, step-parents, children, step-children, grandchildren, siblings or other relatives who are members of the immediate household) shall receive full pay for up to five (5) days for each occurrence. Furthermore, each teacher may be absent for two (2) days for each occurrence without loss of pay due to the death of his/her mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, grandparents, or son-in-law. Any absence because of death in immediate family shall be recorded with the building principal and submitted to the Human Resources Department. Additional days under this provision shall be granted by the Superintendent under unusual circumstances and shall be charged to sick leave.

3. For death of an uncle, aunt or first cousin, teachers shall be allowed only the day of the funeral of such relative with pay. Such leave shall not be charged to the teacher's short-term leave. However, if additional days, not to exceed two (2), are required, they shall be charged to the teacher's short-term sick-leave balance.

C. PERSONAL LEAVE

1. Each teacher shall be granted two (2) days leave with pay each school year for personal matters requiring their absence during school hours.

- Teachers shall file for such leave at least forty-eight (48) hours before the leave. The applicant is not required to state the reason for such leave other than it is being taken under provisions of this Section except for the following instances:
- a. Forty-eight (48) hours' notice not given;
 - b. When the leave is the day(s) prior to or day(s) after a school vacation period or holiday.
2. All requests for personal leave which require the stating of a reason as specified herein may only be taken with pay if approved by the Superintendent based on his/her evaluation of the stated reason for the request.
- D. Upon request made to the Superintendent, a teacher shall be allowed a military leave of absence for training not to exceed ten (10) school days. Such teacher shall receive either his/her teacher's salary or his/her military pay computed on a per-diem basis, whichever is greater, while on such leave. If the teacher receives his/her teacher's salary, his/her military pay for the number of school days missed shall be returned to the School Department.
- E. Upon teacher request, a teacher shall be granted up to one (1) day with full pay for the purpose of visiting other schools for professional purposes as mutually agreed upon by the teacher and a supervisor.
- F. Days with full pay may be granted to attend meetings or conferences of an educational nature upon approval of the Superintendent, who shall strive to do so in an equitable manner.
- G. Three (3) days leave with full pay may be granted for religious holidays upon approval of the Superintendent, who shall strive to do so in an equitable manner.
- H. Teachers required by law to serve jury duty shall receive the difference between jury pay and regular salary. The pay received for jury duty shall be endorsed to the School Department and a full salary check shall then be presented to the teacher.

- I. Additional leave without pay may be granted by the Superintendent. Applications for such leave shall be made as far in advance as possible and ordinarily at least forty-eight (48) hours before leave is taken.

J. MATERNITY AND PARENTAL LEAVES

1. Long-term sick leave may be taken for absences because of pregnancy, miscarriage, abortion and childbirth and shall be taken at the discretion of the teacher and her physician, and such sick leave shall be taken in accordance with Article XII. It shall be the responsibility of the teacher to submit verification from her physician as to when she should leave from and return to her teaching duties. The Committee shall further have the right to have the teacher examined from time to time by a physician designated by the School Committee.
2. The teacher (natural or adoptive parent) may take an unpaid parental leave. The teacher taking such leave may select one of the following:
 - a. A six- (6-)week unpaid leave in lieu of sick leave as described herein;
 - b. A leave to extend to the following September if the child is born prior to January 1st of that school year;
 - c. A leave to extend to the second September if the child is born on or after January 1st of that school year;
 - d. The provisions of the Federal and State Family and Medical Leave Law shall apply except where exceeded by this Agreement. (Reference: U.S. Department of Labor Employment Standards Administration Wage and Hour Division, W.H. Publication 1477, July 1993)
3. The teacher must notify the Superintendent of Schools prior to January 1st following the birth of the teacher's intent to return. All teachers on parental leave shall have the option of retaining all fringe benefits, provided they reimburse the School Department for any costs involved.
4. A teacher on parental leave due to birth may return prior to September, provided a vacancy exists.

ARTICLE XV
Extended Leaves of Absence

- A. A leave of absence, without pay, of up to two (2) years shall be granted to teachers who join the Peace Corps, the Teacher Corps, or serve as exchange teachers and who are full-time participants in any of such programs and who have completed at least three (3) years of service in North Kingstown Schools. It is agreed that teachers taking leave under this Section shall be limited to not more than one percent (1%) of the teaching staff at any one time. It is further agreed that such leaves and similar long-term leaves of absence once granted shall not be repeated in less than seven (7) years and that similar requests from other eligible teachers shall have priority.

- B. All requests for extended leaves of absence shall be filed with the Superintendent in writing six (6) months in advance of the beginning of the leave and shall be confirmed by the Superintendent as soon as possible thereafter. Such requests shall contain, as a minimum, the purpose of the leave and the expected beginning and termination dates.

- C. A teacher may be granted a leave of absence without pay for up to one (1) year for the purpose of pursuing his/her studies. During this time the Committee agrees to continue payment of fringe benefits, but the teacher shall reimburse the North Kingstown School Department. Such teacher may be required to furnish a report to the Superintendent on his/her academic activities while on leave. If the teacher receives an advanced degree or certificate or if he/she successfully pursues any full-time special program approved in advance by the Committee, then, upon returning, he/she shall be placed on the step of the salary scale that would have been reached had the teacher not been on leave.

- D. On the recommendation of the Superintendent, the Committee may grant teachers up to one (1) full year's leave of absence without pay.
- E. Any teacher who enlists or is inducted into any branch of the armed forces of the United States shall be granted military leave. While on active duty, the teacher shall be paid the difference between his/her military salary and his/her salary as a North Kingstown teacher, including any degree increments and longevity. The teacher shall remain covered under the North Kingstown School Department health and dental plans until the military medical plan becomes effective. Upon completion of active duty, the teacher shall have ninety (90) days to return to the identical teaching position held prior to the military leave of absence. The teacher shall be permitted to utilize all sick leave to which he/she is entitled under this Agreement.
1. While on military leave the teacher's rights and benefits under the Rhode Island State Retirement system shall be governed by Rhode Island General Laws 36-5-3, entitled "Retirement or pension credit for period of military service."
- F. Any teacher taking leave under this Article shall state in writing to the Superintendent six (6) months in advance, the expected date of return to teaching, but not later than January 1st preceding the September in which the teacher expects to return. If while on leave of absence teachers engage in approved activities which would qualify them for a salary schedule increment, they shall be given proper credit upon their return.
- G. The total number of persons on leave under this Article, excluding maternity leave and military leave, shall not exceed two percent (2%) of the total certificated personnel under contract to the North Kingstown School Department, except at the discretion of the School Committee.
- H. Teachers returning from all extended leaves of absence, including sabbatical leaves, shall return to their identical position. If the position has been eliminated, the provisions of Article IX shall apply.
1. Effective with the 2008-2009 year, the following shall apply for those teachers returning from leaves of absence in excess of two (2) years:
 - a. The teacher is not entitled to return to his/her identical position and must bid at the Job Fair;

- b. The teacher returns to the step on the salary scale that is one step above his/her step at the commencement of the leave (i.e. a teacher leaves on step 5 and returns on step 6).
- I. **JOB SHARING:** In the event that job sharing is considered the following guidelines shall apply:
1. Teachers who wish to job share shall notify the Superintendent by May 1st of the year preceding the year in which the applicants wish to job share. Teachers requesting a job share shall determine the position to be shared. Once approved, the job share team may not bid on any vacancies at the Job Fair.
 2. Teachers who job share shall receive prorated salary, benefits, sick days and personal days. Full deductions shall be made from each teacher's wages for those deductions required by law that cannot be shared.
 3. The job sharing arrangement worked out between two teachers must assure a continuity of instruction for students. To this end, one plan book with separate notebooks for consistency of lesson objectives shall be maintained.
 4. Teachers who job share shall schedule weekly meetings after their school day to plan lessons and discuss student progress.
 5. Both teachers shall attend teacher Orientation Day, staff meetings, IEP meetings and all parent conferences. Attendance at other required meetings shall be shared between the two teachers whom are job sharing. It shall be their responsibility to develop a schedule to cover and share the contents of these meetings with each other. Both teachers may attend meetings if they so choose.
 6. Teachers who job share may cover for each other in the event of an absence. This coverage shall have no impact on pay or benefits.
 7. Both teachers shall be evaluated pursuant to Article XXIV of this Agreement. They are responsible for submitting a joint proposal to the building principal and reaching consensus with the principal regarding their teaching schedules and responsibilities. Teachers who job share may not bid for positions at the Job Fair.

8. When a job sharing arrangement is terminated, the teacher holding the original job- sharing position shall remain in the position. The other teacher shall be subject to the provisions of Section H.1 herein.
9. These guidelines shall also apply to job sharing at the High School.
10. High school teachers wishing to job share shall cover each other's classes in the event of an absence. It is understood that any long-term coverage required by either teacher shall be provided by a substitute.

ARTICLE XVI

Sabbatical Leave

- A. Recognizing that independent research, continuing studies, as well as a variety of other activities serve to improve the teacher, his/her teaching and the school system, the Committee agrees to institute a Sabbatical Leave Policy. This leave shall be subject to the approval of the Committee, and used for scholarly programs at accredited institutions of higher learning, for independent research, or for other endeavors that the teacher may justify and that have been approved by the Committee. This leave shall be subject to the following conditions:

1. At most, two (2) teachers may be absent on sabbatical leave at any one (1) time, and period of leave shall not exceed one (1) school year;
2. Preliminary requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the Superintendent, no later than December 31st of the year preceding the school year for which the sabbatical leave is requested. Teachers shall be notified in writing of the Committee's decision no later than April 1st;
3. The teacher has completed at least seven (7) full years of service in the North Kingstown School System;
4. Teachers may request sabbatical leave for either one-half (1/2) or one (1) full school year, each at half salary. In addition, the Committee agrees to continue payment of its share of all fringe benefits during the period of leave;
5. The teacher shall agree to return to employment in the North Kingstown School System for twice the amount of time he/she was on leave. Upon returning from leave, the teacher shall be placed on the step of the salary scale that would have been reached if he/she had not been on leave;
6. Any teacher who does not fulfill the time requirements provided herein shall return forthwith to the Committee all money paid to him/her or expended on his/her behalf (including any expenditures for fringe benefits) during the time the teacher was on leave.

ARTICLE XVII

Insurance, Annuities and Other Fringe Benefits

- A. The Committee shall provide for all professional personnel of the North Kingstown School Department, in accordance with Section B herein, individual or family plans for married teachers or single teachers with dependents the following coverage:

1. Blue Cross Healthmate Coast to Coast with Organ Transplant Rider (OT) and twelve (12) Chiropractor visit options.
 - a. \$15 primary office, \$25 specialist, \$50 urgi-visit, \$100 emergency room.
 - b. The level of benefit coverage shall be that provided in the subscriber agreement (incorporated by reference hereto) dated September 1, 2007 and appended to this Agreement.
 2. Delta Dental Level III.
 3. Family coverage of Healthmate Coast to Coast shall be provided as long as the member's spouse is not covered under another family contract.
- B. Teachers shall pay a portion of the Blue Cross Healthmate Coast to Coast annual premium. Said payment shall be made by regular payroll deductions and shall be on a pre-tax basis so long as not in conflict with IRS rules and regulations. Payment shall be as follows:
1. 2007-2008: 10% of the adjusted annual premium of \$12,409.44 or \$1241 for the family plan; or of \$4840.08 or \$484.00 for the individual plan.
 2. 2008-2009: 12% of the annual premium established in March 2008.
 3. 2009-2010: 15% of the annual premium established in March 2008.
- C. Whenever the School Committee is notified of a change in the annual premium cost of Blue Cross Blue Shield, a copy of the notice shall be provided to the President of the Association.

- D. Other medical plans may also be offered. Any additional premium between Healthmate Coast to Coast and any other medical plans shall be paid by the individual selecting such plan.
1. Blue Cross Classic with the following provisions shall continue to be offered:
 - a. Mental Health Rider
 - b. Dependent students to age 25
 - c. Organ Transplant Rider
 - d. Medical Emergency Rider or equivalent - \$1,000,000 maximum
 - e. Managed Benefits Rider
 - f. \$200 individual/\$400 family annual deductible
 2. United Health
- E. Copies of the agreed-upon Subscriber Agreements for the above plans are appended to this Agreement.
- F. Teachers who retire may continue the Blue Cross coverage after retirement at the group rate until eligibility for Medicare by reimbursing the School Department for the actual costs.
- G. Any member of the bargaining unit whose spouse is covered by medical insurance from any other group may elect to drop coverage under this Agreement. The teacher shall receive twenty-five percent (25%) of the Individual or Family, as appropriate, health insurance premium saved. This payment shall be made September 1st of the year following the waiver. Should the teacher desire coverage, the teacher shall notify the School Department and shall receive coverage on the first of the month following notice. The buyback shall be prorated.
- H. The North Kingstown School Committee and the Association agree to jointly review proposals from healthcare carriers for health and dental insurance for members of the bargaining unit. The parties agree that there shall be no change in any coverage or carrier except by written mutual agreement.
- I. Each member of the bargaining unit shall be provided with fifty thousand dollars (\$50,000) Group Term Life Insurance and this coverage shall

remain in effect during the course of the member's employment. Premiums for this coverage shall be paid by the School Department. In addition, each member may elect an additional five thousand dollars (\$5000) coverage, the premiums for which shall be paid by the member.

J. Upon retirement after fifteen (15) years of service in the North Kingstown School Department, a teacher shall receive fifteen (15) days pay at the per-diem rate provided said teacher notifies the Superintendent of the intention to retire before April 1st of the school year in which she/he plans to retire.

K. Under ordinary circumstances, thirty (30) calendar days' notice shall be given by a teacher upon leaving the employ of the North Kingstown School Department. Failure to do so shall result in the loss of a day's pay for each day less than the thirty (30) that said notice is given, the total amount not to exceed the amount due in the teacher's final paycheck. The teacher shall retain the right to grieve the imposition of this penalty. The absence of the grievant shall not be sufficient cause to deny the grievance.

Teachers employed less than full-time (1.0 FTE) shall be entitled to fringe benefits on a prorated basis, provided they pay the difference.

A dependent-care payroll-deduction benefit program shall utilize the provisions of Section 125 of the IRS code.

ARTICLE XVIII
Protection

A. ASSAULT AND/OR BATTERY

1. Whenever a teacher is absent from work as a result of personal injury caused by assault and/or battery sustained by the teacher arising out of and in the course of his/her employment and without fault on the part of the teacher, that teacher shall be paid full salary, less Workers' Compensation payments, less any benefit payment from Workers' Compensation, Social Security, or other reimbursement programs which are paid for by the School Department from the date of the injury, and no part of such absence shall be charged to the teacher's annual sick leave, provided further, that all payments shall cease upon the retirement of the teacher.
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 shall be disabled from performing his/her duties and the recommendation of the physician shall be binding on both parties.
3. In no event shall the teacher receive more than full salary, other than medical or hospital expenses that may be incurred in excess of the amount of Blue Cross/ Physicians Service and Major Medical coverage, for the period of such absence. Any insurance paid by the School Department or Workers' Compensation benefits received by the teacher shall be deducted from any salary received under the provisions of this Article.

B. WORK-RELATED INJURY

1. All teachers shall be covered by Workers' Compensation in accordance with the General Laws of the State of Rhode Island and shall receive that portion of salary required under the statute for the duration of the work-related injury. The teacher may, at his/her discretion, elect to use either short- or long-term sick leave to remain on full salary for not more than one hundred eighty (180) consecutive school days exclusive of vacation periods from the date upon which the injury occurred.
2. The Committee shall have the right to require medical examinations by a physician designated by the Committee to determine the time allowed for absence as a result of the alleged injury, and the recommendation of the physician shall be binding on both parties.
3. In no event shall the teacher receive more than his/her full salary, other than medical or hospital expenses that may be incurred in excess of the amount of Blue Cross/Physicians Service and Major Medical coverage for the period of such absence. Any insurance or Workers' Compensation benefits received by the teacher shall be deducted from any salary received under this Article.

C. PROPERTY DAMAGES

1. The Committee shall reimburse teachers, but in no event in an amount to exceed three hundred dollars (\$300) for any clothing or other personal property (except automobiles) not covered by insurance, damaged or destroyed in the course of regular teaching duties, without fault on the part of the teacher, when such damage or destruction is a value of ten dollars (\$10) or more. Any claim for compensation under this Article shall be accompanied by proof of loss. The teacher shall be personally responsible for any of the teacher's non-instructional personal property left on or within school property.

- D. If criminal or civil proceedings are brought against a teacher alleging that the teacher committed an assault in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to defend him/her in such proceedings. If the Committee does not provide such counsel and the teacher prevails in the proceedings, then the Committee shall reimburse the teacher for reasonable counsel fees incurred by the teacher in defending the proceedings.

ARTICLE XIX
Disruptive Students

- A. When a child is disruptive to the learning situation, the teacher is entitled to appropriate action for the welfare of the students. Steps leading to this action shall be initiated by the teacher's immediate supervisor upon receipt of a written complaint from the teacher. Such action shall be determined by a consultation between the immediate supervisor and the teacher.

- B. The frequently disruptive student shall be removed from the classroom at the discretion of the classroom teacher and shall not be readmitted until after consultation with the principal. In the event such student is readmitted to the classroom and there is a re-occurrence of the disruptive behavior, such student shall again be removed from the classroom and shall not be readmitted until both teacher and principal agree upon the avenues of approaching and dealing with the problem.

- C. Recognizing that in the school population there are children with special needs who require special services to be able to acquire the education for which they are due, the Committee agrees to provide professional supplemental services for these children.

ARTICLE XX
Teacher Facilities

- A. Insofar as reasonably practicable and as soon as feasible, each school shall be provided with the following:
1. Storage area in each classroom in which teachers may safely keep instructional materials and supplies;
 2. An adequate number of faculty rest rooms;
 3. Teachers' workrooms containing adequate equipment and supplies to aid in the preparation of instructional materials;
 4. An appropriately furnished dining area for faculty members;
 5. Telephones, with access to outside lines, shall be provided in the teachers' workroom of each school within the district;
 6. Teachers shall be granted access to school buildings at reasonable times outside of their normal school day;

7. A photocopier machine shall be available in each school for the use by teachers in preparing instructional materials. Access codes may be used to track reasonable use.

ARTICLE XXI
Textbooks and Supplies

- A. In order to promote and encourage effective teaching, efforts shall be made to provide sufficient quantities of teaching materials, visual aids, etc., to provide for optimum learning in groups that shall vary in numbers according to the lesson being taught. Continuing efforts shall be made by the Committee and the Association to provide for optimum learning in all schools and programs.
- B. The Committee shall supply an adequate number of approved textbooks for classroom use or independent study. Determination of this adequacy shall be the responsibility of teachers and building principals. This determination shall be forwarded through the Superintendent to the School Committee.
- C. The Committee agrees to continue present practice when making any changes in basic reference texts.

- D. Recommendations of the Curriculum Committee(s), regarding textbooks or workbooks, shall be forwarded to the Administration for review. Recommendations of the Curriculum Committee(s) and the Administration shall be forwarded to the School Committee for its action.
- E. Curriculum Committees shall ensure that the books recommended shall assist in implementing a coordinated and developmental curriculum.
- F. The School Committee shall provide teaching equipment and supplies in order to maintain and improve the present level of instruction. Supplies which are provided by the School Committee shall be distributed to teachers in a timely fashion with a minimum of inconvenience. Expendable and disposable supplies shall be replenished when depleted whenever possible within the constraints of budgetary allowances. If the supplies cannot be replaced, then the teachers shall complete those parts of the curriculum that can be taught without using those supplies.

ARTICLE XXII
Professional Development

- A. PROFESSIONAL DEVELOPMENT. The parties agree to the following:
 - 1. A Professional Development Committee (PDC) comprised of teacher volunteers and administrative representation shall be established in each school.
 - 2. The PDC shall advise the Superintendent with respect to the scheduling, content, and evaluation process for Professional Development Days.
 - 3. The PDC shall solicit (e.g. through a Needs Assessment) staff input to be utilized in the decision-making process.

4. The PDC shall assume, as part of its charge, the duties of the current statutory Article 31 Committees in each school.
 5. Additional, individual professional development opportunities shall continue to be available and encouraged as part of the teacher's overall, continued professional development.
 6. The purpose of the established days shall be at the decision of the Superintendent in consultation with each school's PDC.
- B. The Committee and the Association recognize the ongoing need for staff professional development. Teacher participation in this professional development shall be voluntary outside of the students' school day. Both parties pledge their support of this endeavor and the Committee further agrees to support it financially. The Association agrees to encourage its members to volunteer for such work.

Article XXIII

Mentoring for New Teachers

- A. Provided there are a sufficient number of mentors, all first-year teachers in North Kingstown shall participate in the mentoring program. Mentoring shall also be available to: (a) second-year teachers who were unable to be assigned a mentor in their first year; (b) non-tenured teachers; and (c) teachers changing grade level.
- B. Efforts shall be made to have a minimum of one mentor per mentee and to match areas of certification.

- C. Mentors shall be trained prior to participating in the program.
- D. Mentors and mentees shall participate in mid-year and end-of-year meetings to discuss strategies, program effectiveness and progress, as well as to review the overall program and make recommendations for improvement.
- E. Mentors shall receive one thousand dollars (\$1000) per mentee.
- F. Mentors are assigned by the Director of Curriculum or the Director of Human Resources, subject to approval by the Mentoring Committee.

ARTICLE XXIV
Teacher Evaluations

- A. All observations of monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by administrative or supervisory personnel held responsible by the Committee for such periodic evaluations. Teachers shall be given a copy of any evaluation report prepared by the evaluators and shall have the

right to discuss such report with the evaluator at a mutually agreeable time prior to its filing in the teacher's file. The evaluated teacher shall have the right of appeal through the normal appeal process.

- B. Constructive criticism or help offered a teacher is both a duty and a responsibility laid upon the principal and/or supervisory staff by the Committee and the Superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand. Teachers shall respond in a positive manner to constructive criticism within a length of time mutually agreed upon.
- C. Before any changes are made in the existing evaluation instrument, the Association shall be consulted and shall assist in any revisions of the present system or in the preparation of a new instrument. The Committee and the Association agree that any changes in the evaluation instrument shall be fair and equitable to all teachers.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any complaints regarding a teacher made to the Administration by anyone shall be handled discreetly. Only after careful investigation by the principal, supervisor and/or department chair, and a sifting out of what may be frivolous and gratuitous in order to determine if there is justification for a complaint, should the teacher be made aware of such a complaint. However, no complaint made in an anonymous manner shall be investigated.

E. TEACHER FILES

1. Upon request and with twenty-four (24) hours' notice, teachers shall be given access to their personnel files which are maintained both at the central administration and school building levels, excluding references and information regarding their initial employment in the North Kingstown School Department.
2. Teachers may have any person(s) of their choosing present when they inspect their files. No material derogatory to the teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in the file. A teacher shall have the right to respond in writing to any material filed, and such response shall be attached to the file material.

3. File copies shall not be removed from the school or the office of the School Administration Human Resources Department. Teachers shall be permitted to reproduce at their own expense, material in their own files other than that excluded in Section E.1 herein.
4. A representative of the School Administration shall be present at any inspection of a teacher's file.

ARTICLE XXV
Grievance Procedure

- A. The purpose of the following Grievance Procedure shall be to secure at the lowest jurisdictional level (the level at which the person hearing the grievance has the authority to resolve the grievance) equitable solutions to the issues which may arise from time to time with respect to grievances which shall mean a complaint by a teacher that:
1. He/she alleges that he/she has been treated unfairly or inequitably;
 2. He/she alleges that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement or of established policy and practice;
 3. He/she alleges that his/her health, safety or liability is jeopardized by a condition that is possible for the Administration to correct.
- B. Grievances shall be presented in writing and shall be signed by the teacher and/or the representative presenting the grievance. The Committee and the Association agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. Grievances shall be handled in the following manner:

LEVEL ONE

- C. A teacher with a grievance and/or his/her representative shall present such grievance in writing to the teacher's building principal within ten (10) workdays from the date of the act constituting the grievance. The building principal shall meet within five (5) workdays with the aggrieved teacher and/or the representative of the teacher and others deemed necessary to determine the circumstances of the particular complaint. The written disposition of the principal shall be returned to the teacher or his/her representative within five (5) workdays of the presentation.

LEVEL TWO

- D. In the event a satisfactory settlement is not reached as provided for in Level One, a teacher and/or his/her representative shall, within five (5)

additional workdays, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or the representative within five (5) workdays from the date of receipt of the grievance. The Superintendent's written disposition shall be returned to the teacher or the representative within five (5) workdays after the date of the hearing.

LEVEL THREE

- E. The grievance shall be settled in accordance with the written disposition rendered in Level Two unless the teacher and/or his/her representative shall, within five (5) additional workdays, present the grievance to the Committee. The Committee shall hear the grievance within ten (10) workdays after receipt of the grievance and render a decision within seven (7) workdays after hearing the grievance.

LEVEL FOUR

- F. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) workdays after the Committee has heard the grievance, the Chairman of the PR&R Committee may, within ten (10) days thereafter, notify the Committee that the grievance shall be submitted to arbitration. This notification shall be made by certified mail, postage prepaid, to the Committee setting forth the issue or issues to be arbitrated. Within ten (10) days after the Committee has been notified, the Committee and the aggrieved person or the representative duly authorized in writing, shall select a person who shall serve as the sole arbitrator. If within said ten (10) days the parties fail to agree upon the selection of the arbitrator, the matter shall be referred to the American Arbitration Association for selection of an arbitrator and arbitration proceedings in accordance with the Voluntary Labor Arbitration Rules of said Association then in effect. The award or decision of the impartial arbitrator shall be final and binding upon the parties. The arbitrator shall not have the power to add to or to subtract from or to modify any terms of the agreement, nor shall he/she have the authority to hear more than one (1) grievance, dispute or disagreement at any one (1) arbitration proceeding. If the grievance has not been submitted to arbitration within thirty (30) days after the arbitration notification has been demanded, the grievance shall be considered closed.

- G. Grievances which are not presented within ten (10) workdays from the date of the act constituting the grievance or which are not appealed within any of the above-mentioned time limits shall be considered as waived and not entitled to further consideration unless the time is extended by mutual agreement of the parties. The salary schedule shall not be subject to grievance procedure or arbitration. A grievance shall advance to the next level if no decision is rendered within the prescribed time limits.
- H. One-half (1/2) of the expenses of any such arbitration, which expenses shall include only the expenses of the arbitrator, shall be paid by the Association and one-half (1/2) by the Committee.

I. GENERAL PROVISIONS AS TO GRIEVANCES

1. No reprisals of any kind shall be taken by the Committee or by any members of the Administration against any party in interest, any school representative, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, including those that may be presently in the personnel file.
3. By mutual consent of both parties, time requirements may be changed.
4. If a grievance affects a group of teachers, a group grievance can be filed at the appropriate jurisdictional level.

ARTICLE XXVI
Duration

The provisions of this Agreement shall be effective as of September 1, 2007 and shall remain in full force and effect until August 31, 2010.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this 26th day of June, 2007

For the Association
Committee

For the School

Barry McPeake, President

Douglas Roth,
Chairperson
North Kingstown School

NEANK
Committee

Witness

Date

Memorandum of Agreement

1. The parties agree to implement the Block Schedule.
2. Teachers shall teach five (5) classes every two days, for a maximum of three (3) classes one (1) day and two (2) classes the next day.
3. Teachers shall be scheduled at least one hundred thirty-five (135) minutes ninety (90) continuous minutes on one (1) day and forty-five (45) continuous minutes the other day) of duty-free planning time for professional work as defined in the Contract.
4. Every twenty (20) school days teachers may be assigned an Academic Study Period for forty-five (45) minutes. This time shall be used for the following:

- a. Establish and implement a plan for collaboration that shall provide more time during the school day for increased articulation of the curriculum across levels, discussion about instructional strategies, as well as time for thoughtful, reflective and constructive discourse about student learning. (curriculum, instruction, leadership)
 - b. Integrate curriculum and promote interdisciplinary education by increasing teaming and common planning time for existing and future teams. (curriculum, instruction, assessment)
 - c. Create time for continued preparation and compiling of course and grading expectations in all subject areas. (assessment)
5. The parties agree to review this Academic Study period. Continuation of the Academic Study Period provided in #4 herein shall be by mutual agreement.
 6. Teachers may be assigned every other day, for not more than forty-five (45) minutes, a professional duty for collegial collaboration (i.e. team planning, critical friends) or for a traditional non-teaching duty as defined in the Contract.
 7. Upon request, professional development for teaching in the Block shall be provided during the academic year.
 8. The Block Schedule must be evaluated. Any changes must be mutually agreed upon by the Association and the School Committee.

LETTER OF UNDERSTANDING

Re: Article IX.O

1. The NEA/North Kingstown withdraws arbitration case no. 11 390 00692 07 regarding the assignment of bargaining unit work to an administrator.
2. Technology Educator positions become permanent effective 2008-2009.

3. Vacancies in guidance counselor positions shall be filled through the Job Fair.
4. Vacancies in literacy coach positions (reading certified) shall be filled through the Job Fair.
5. The following positions are considered non-bargaining-unit positions: District Resource Coach, District Literacy Coach, Professional Development Coordinator, and Mentoring Coordinator.

IN WITNESS WHEREOF, the parties have hereunto set their signatures this 26th day of June, 2007

For the Association
Committee

For the School

Appendix A
Teachers' Compensation and Work Year

Teachers' Work Year			
Type of Day	Elementary	Middle	High School
Orientation	1	1	1
Student Days	180	180	180
Parent-Teacher/ Staff Development	3	3	3
Articulation/ Student Placement	1	1	1
TOTALS	185	185	185

Teacher Compensation: Teacher compensation is the sum of the amounts in the Teachers' Salary Schedule, Longevity and Payment for Advanced Degree Increments where applicable.

Teachers' Salary Scale			
Step	2007-2008	2008-2009	2009-2010
1	37492	38617	39775
2	39664	40854	42080
3	42424	43696	45007
4	44798	46142	47526
5	47752	49184	50660
6	50910	52437	54010
7	53869	55485	57150
8	56832	58537	60293
9	59795	61588	63436
10	68081	70123	72227

Longevity	2007-2008	2008-2009	2009-2010
15	1244	1281	1320
20	1510	1555	1602
25	1784	1838	1893
28	2609	2687	2768
30	4436	4569	4706
35	5000	5150	5305

Payment for Advanced Degree Increments			
Degree	2007-2008	2008-2009	2009-2010
Bachelor's +15	1272	1310	1349
Bachelor's +30	1899	1956	2015
Master's	3156	3251	3349
Master's +15	3623	3732	3844
Master's +30	4094	4217	4344
CAGS (in field)	4407	4539	4675
Doctorate	5045	5196	5352

Teachers who work more than the basic work year will receive extra compensation.

Although neither the School Committee nor the Association has taken a position relative to the establishment of an “all-year-round” school program, we agree that should such a condition arise during the term of this Agreement, the following will be the method of computing the salary of any teacher who might voluntarily take part:

From the existing salary subtract \$2800;

This figure will be divided by 180 days;

The teacher will be paid the per-diem rate in addition to the existing salary.

Appendix B
Stipends for Curriculum and Pre-School Coordinators,
Coaches and Department Chairpersons

Curriculum Coordinator Stipends for K-8					
Subjects	Input	Curriculum Cycle	2007-2008	2008-2009	2006-2007
Math, Science, Social Studies, Language Arts, Reading	Major (2 yrs)	Goals & Objectives, Materials Selection	4096	4219	4346
	Normal (3 yrs)	Implementation, Staff Development, Methods & Strategies	2730	2811	2896
	Limited (2 yrs)	Evaluation, Needs Assessment	1365	1406	1448
Physical Education/ Health, Music, Art, Media/Library	Major (2 yrs)	Goals & Objectives, Materials Selection	2047	2108	2171
	Normal (3 yrs)	Implementation, Staff Development, Methods & Strategies	1365	1406	1448
	Limited (2 yrs)	Evaluation, Needs Assessment	683	703	724

Curriculum Coordinators will be K-8 teachers in that subject area unless there are no other applicants.

Preschool Coordinator Stipends		
2007-2008	2008-2009	2009-2010
4096	4219	4346

Department Chairperson Stipends				
Size	Area of Instruction	2007-2008	2008-2009	2009-2010
Large	English, Math, Social Studies, Science, Foreign Language, Careers (Technology, Family & Consumer Science, Business, School to Career, and Industrial Technology)	2325	3325	3425
Medium	Special Education, PE/Health, Fine Arts	1619	2244	2311

1. Selection: Department chairpersons will be selected using the following process:
 - a. When a vacancy exists, teachers will submit applications to the building administrator.
 - b. The building administrator will select a department chair from the pool of candidates after conducting interviews of all candidates.

2. Duties
 - a. Department chairpersons will be involved in the evaluation process at the high school. They will perform observations and preliminary evaluations of those teachers demonstrating satisfactory performance. Any teacher not performing satisfactorily will be referred to the evaluating administrator. Department chairpersons will set up professional growth alternatives with teachers who have chosen that evaluation process.

- b. Department chairpersons will serve as curriculum coordinators for grades nine to twelve except for Foreign Language which will cover grades seven to twelve and Careers which will cover grades six to twelve.
- c. Other duties as stated in job description.

3. Release Time

- a. Department chairpersons of medium departments will be assigned one (1) additional unassigned period.
- b. Department chairpersons of large departments will be assigned two (2) additional unassigned periods.

Coaches Stipends

A. INTERSCHOLASTIC COACHES

1. Point Value for High School	
Sport(s)	Points
Golf, Cheerleading (Winter Only)	8
Cross Country, Gymnastics, Sailing, Swimming	9
Tennis, Volleyball,	10
Baseball, Field Hockey, Ice Hockey, Lacrosse, Soccer, Softball, Track, Volleyball,	11
Wrestling	12
Basketball	13
Football	15

2. Point Value for Middle School	
Cross Country	8.5
Baseball, Softball	7.5
Basketball	9.5

Each point is equal to the yearly schedule shown below. Assistant J.V. and Freshman coaches will be compensated at the rate of three-fourths ($\frac{3}{4}$) of the Head Coach base salary without the experience factor. The points for each position shall be re-evaluated each year.

Interscholastic Sports

Point Value
2007-2010
292

In addition, the above-mentioned point values will be increased by an experience factor for coaching experience in grades seven through twelve as follows:

Experience Factor	
Years	2007-2010
0-2 Years	0
3-5 Years	218
6+ Years	467

B. INTRAMURAL COACHES

Intramural Activities High School and Middle Schools	
	2007-2010
Director	1175
Individual Activities	467

Appendix C

Extracurricular Activities

[Such as but not limited to “Cheerleaders” Advisor (Fall and Spring), Club Advisor,

Future Farmers of America Assistant, Student Council Advisor]

1. Stipends for extracurricular activities will be based on the following point systems:

a. Students: This is defined as the number of students actively supervised in the activity	
Number of Students	Points
1 - 15	1
16 - 30	2
31 - 45	3
46 - 60	4
61+	5

b. Time: This is defined as the total number of hours spent doing all, or any combination of the following: supervising practices,

rehearsals, meetings, lab work, record keeping, fund raising, phoning, advertising, making posters, decorating, etc. (Not to include off-campus supervision)	
Number of Hours	Points
0 - 20	1
21 - 40	2
41 - 60	3
61 - 80	4
81 - 100	5
101 - 500	1 point for every 20 hrs or major fraction thereof to a maximum of 500 hrs

c. Off-Campus Supervision:
This is defined as the number of hours of off-campus supervision.

Number of Hours	Points
0 - 20	1
21 - 40	2
41 - 60	3
61 - 80	4
81 - 100	5
101 - 500	1 point for every 20 hrs or major fraction thereof to a maximum of 500 hrs

d. Length of Activity: This is defined as the number of quarters/seasons involved in the activity.

Number of Quarters	Points
1	1
2	2
3	3
4	4
5 (summer)	5

e. Seniority: This is defined as the number of consecutive years in this activity in this school system.

Number of Years	Points
1 st	1
2 nd	2

3 rd	3
4 th	4
5 th	5

Each point is to be multiplied by the stipends in the following chart:

Other Extracurricular Activities
2007-2010
47

LETTER OF AGREEMENT

Re: Appendix C

There shall be a joint study committee comprised of two (2) teachers appointed by the President of the Association and two (2) administrators appointed by the Superintendent, to study and make recommendations with respect to the extracurricular stipends paid to music teachers. In addition, the committee will review the equity and consistency of the point system governing stipends for all extracurricular positions under Appendix C. The committee will make its recommendations to the Association and School Committee not later than December 15, 2007. Increases in compensation, if any, shall be retroactive to September 1, 2007.

Appendix D Advisors

1.	Yearbook Advisors		
	2007-2008	2008-2009	2009-2010
Yearbook Taught in Conjunction with Course Taught	1881	1937	1995
Yearbook not Taught as Course	3134	3228	3325

2.	Class Advisors		
	2007-2008	2008-2009	2009-2010

Freshman	1254	1292	1330
Sophomore	1504	1549	1595
Junior	2006	2067	2129
Senior	2507	2582	2660

3. Newspaper Advisors			
	2007-2008	2008-2009	2009-2010
a. Middle School Newspaper			
Middle School Newspaper in Conjunction with Course Taught	550	567	585
Middle School Newspaper not Taught as a Course	3134	3228	3325
b. High School Newspaper			
High School Newspaper in Conjunction with Course Taught	727	749	771
High School Newspaper not Taught as a Course	1278	1316	1356

Appendix E
Electronic Portfolio and Senior Project Coordinators

Project Coordinator Stipends		
2007-2008	2008-2009	2009-2010
1365	1406	1448

1. The stipends provided herein above are based on service for the full school year. Teachers shall be paid on a prorated basis for any less time.
2. Establishment and payment for all the above activities (Appendices B through E) are subject to annual approval by the School Committee.

Absences and leaves

and job share,
 bereavement, 33
 conference, 34
 extended, 36, 37
 family sick, 33
 for pursuing studies, 36
 jury duty, 34
 leave of absence, 19
 long-term sick, 29, 30
 maternity, 35
 military, 34, 36
 parental, 35
 Peace Corps, 36

- personal, 34
- professional, 34
- religious holiday, 34
- returning from, 37, 39
- sabbatical, 37, 39
- short-term sick, 28, 30
- sick-leave bank, 29, 31, 32
- Teacher Corps, 36
- unpaid, 35, 36

Academic freedom, 6

Academic Study Period, 56

Advanced degree compensation, 24, 25, 59

Advanced Placement Program, 11

Advisor

- stipends, 63-65

After-school responsibilities, 10

- staff meetings, 13

Agreement

- administration expense, 5
- distribution of copies, 9
- legality, 6, 9
- printing expense, 9
- violation of, 52

Arbitration, 53

Art and Music

- elementary, 13

Article Thirty-One, 48

Assault and battery, 43

Assignment

- involuntary, 10
- special, 19

Association

- dues, 3
- mail, 3
- meetings, 3
- membership, 5
- notices, 3
- office space, 4
- participation in activities, 5
- payroll deductions, 3
- representative(s), 8, 9, 19, 20, 52, 53,
- use of building, 3

Band

- elementary, 13

Block Schedule, 56

Blue Cross, 29, 39

- buyback, 41
- Classic, 39, 41
- copays, 40
- Healthmate Coast to Coast, 40
- payroll deductions, 40

Budget

- See School Committee Budget*

Building access, 46

Certification

- maintenance, 25

Changes

- programs, 19
- schedules, 19
- Civil proceedings, 44**
- Class**
 - Advisor stipends, 63
 - coverage, 14, 15
 - lists, 16
 - load, 12
 - safety and supervision, 12
- Class size, 11**
 - exceeding cap, 12
- Coaching, 23**
 - experience factor, 62
 - points, 62
 - stipends, 60, 62
- Committee**
 - See School Committee*
- Committees**
 - ad hoc, 9
 - special, 7
- Common planning, 8**
- Community-centered schools, 7**
- Complaints regarding teacher, 56**
- Conferences, 34**
- Consultants, 9**
- Contract**
 - re-opener, 9
 - See also Agreement*
- Cooperation,**
- Coordinator stipends**
 - See individual activity*
- Copy machines, 46**
- Course and degree credit, 24, 25**
- Criminal proceedings, 44**
- Curriculum, 8**
- Curriculum Coordinators**
 - stipends, 60
- Curriculum Committee, 47**
- Degree compensation, 24-27, 29, 36, 58, 59**
- Delta Dental**
 - See insurance*
- Department chairpersons, 23**
 - duties, 61
 - release time, 61
 - selection, 61
 - stipend, 60
 - teacher observation,
- Dependent care, 42**
- Discrimination, 5, 20**
- Dismissal of teacher, 21**
- Disputes, 7**
- Disruptive student, 44**
- Dues, 3**
- Duties, 16**
 - department chairs, 61
 - extra, 11
 - nonteaching, 16

Duty-free unassigned period

lunch, 11, 17

E-portfolio coordinator

See project coordinators,

Election Day

parent conferences, 14

professional development, 14

Emergency

declaration of, 14

Sick-Leave Bank, 31

Enrollment reports, 7**Equipment, 27****Evaluation**

See teacher evaluations

Extended leave of absence

See absences and leaves

Extra duties

See duties

Extracurricular activities, 1, 10 23, 29

stipends, 63, 64

Faculty

Handbook, 6

representative body, 9

rooms, 46

Fringe benefits, 21, 22, 39, 40-42

dental insurance, 40

health insurance, 40

life insurance, 41

Gifted and Talented Coordinator, 17**Grading**

of students, 6

time to complete, 6

Grievance, 52

group, 54

Level one, 52

Level two, 52

Level three, 53

Level four, 53

procedure, 7

reprisals, 54

Guidance counselors, 7**Health insurance**

See Blue Cross

Healthmate Coast to Coast

See Blue Cross

Hiring of teachers

See new teachers

Injury

personal, 43

work-related 43,

Workers' Compensation, 43, 44

In-service, 14**Insurance, 40**

after retirement 41,

Blue Cross, 40

Blue Cross Classic, 41

copays, 40
deductibles, 41
Delta Dental, 40
dependent students, 41
group life, 41
other medical plans, 41
premiums,
United Health, 41

Insurance riders

managed benefits, 41
medical emergency, 41
mental health, 41
organ transplant, 40, 41

Involuntary assignment, 10

transfers, 18, 19

Itinerant, 17

defined, 17
pack and move, 20
schedules, 17
travel, 20

Job description, 17, 18, 61

Job Fair, 18-20

Job share, 37, 38

Jury duty

See absences and leaves

Just cause, 50

Legal counsel, 44

Lesson plans, 16

Literacy coach, 57

Long-term sick leave

See absences and leaves

Longevity

See teaching compensation

Lunch

duty-free, 11, 17
length, 11
on Professional Development Day, 11

Mainstreamed students

See self-contained students

Materials

sufficient quantities, 47
supplies, 47
textbooks, 47

Maternity leave

See absences and leaves

Medical coverage

See insurance

Medication

administering, 16

Meetings

after-school, 13
Association,
duration, 13
excused from, 13
on Professional Development Days, 13

staff (faculty), 13

Membership in NEANK, 5

Mentoring, 57

Mentoring Coordinator, 57

Mid-year plan
See teacher evaluations

Military leave
See absences and leaves

Music teachers, 64

National Board Certification, 27

Needs Assessment, 48

Negotiations, 1, 9
changes due to legal mandates, 7, 8
expense, 5

New teachers
hiring, 6, 23
orientation, 14

Newspaper Advisors
stipends, 63

Non-renewal, 20, 26

Non-teaching duties
See duties

Notification of vacancy
See vacancy

Office space for Association, 4

Orientation Day, 6
for new teachers, 14

Paraprofessionals, 13, 16

Parental leave
See absences and leaves,

Pay
check-forwarding, 25
disbursement schedule, 3
periods, 23

Payroll deductions
Association dues, 3, 5
Political Action Committee, 3
Scholarship Fund, 3

Performance rating
See teacher evaluations

Personal injury
See injury

Personal property damage, 44

Personnel file, 50, 51, 54

Position elimination, 19

PPSP, 17
defined, 7
flexible schedules, 17
referring students to, 17
substitute, 17

PR&R Rep.,3
defined, 3

Preschool,
Coordinator stipend, 60

President of NEANK
non-teaching duties, 4

- profession leave, 33
- release time, 3, 4, 6
- Professional Development, 48, 56**
 - on Election Day, 14
- Professional Development Coordinator, 57**
- Professional Rights and Responsibilities Representative**
 - See PR&R Rep.*
- Professionalism, 1, 5**
- Project coordinators, 20**
 - e-portfolio, 20
 - senior, 20
 - stipends, 56
- Property damage, 44**
- Pupil Personnel Services Providers**
 - See PPSP*
- Pupil-teacher ratio, 11, 12**
- Reassignment, 19, 20**
- Recall, 21**
 - blocking, 18
 - rights, 18, 21
- Reduction in force, 20**
- Referendum, 18**
- Release time**
 - for department chairs, 61
 - for elementary teachers, 10
 - for Association President, 3, 4, 6
- Reimbursement**
 - travel, 25
 - tuition, 25-27
- Relocation of grade levels, 18**
- Reprimand, 50**
- Resource coach, 57**
- Retirement, 42**
 - benefits, 41, 42
 - notification, 42
 - sick pay, 42
- Returning from leave**
 - See absences and leaves*
- Sabbatical leave**
 - See absences and leaves*
- Salary, 23**
 - Continuation Policy, 28, 30
 - pay schedule, 3
 - step scale, 58
 - written notice, 25
- Schedules, 16**
 - Changes in, 10, 17
 - for PPSP, 17
- School calendar, 14**
- School Committee**
 - defined, 1
 - meeting agenda posting, 9
 - Policy, 6, 9
- School Committee Budget,**
 - allowances, 47
- School Improvement Plan, 8**

School-to-Career, 20
Self-contained students
in regular education classrooms, 13
Senior project coordinator
See project coordinators
Seniority, 18, 19, 21, 64
broken, 19
determination of, 19
rights, 18
Short-term sick leave
See absences and leaves
Sick leave
See absences and leaves
Sick-Leave Bank, 31, 32
eligibility, 29
SmArt Schools
instructional time, 13
Special
areas of instruction, 10, 13
assignment, 17, 19
committees, 7
Specialist, 10, 14, 17
absence from school, 15
compensation, 12
defined, 17
in kindergarten, 10
on Election Day, 14
Staff Development Committee, 7
Staff meetings
See meetings
Stipends, 60, 61
Student supervision, 16
by paraprofessional, 13
Study halls, 12
Substitute teachers, 14, 16, 17
compensation, 15
for specialist, 15, 17
Superintendent
defined, 2
Supplies
See materials
Suspension of teacher, 20, 21, 26
SWAS, 20
Teacher
appointments, 23
defined, 3
newly-hired, 14, 18, 23
Teacher compensation
longevity, 58
salary scale, 58
Teacher evaluations, 50
appeal, 50
department chairs' role, 61
changes in process, 50
observation, 61
mid-year plan, 18
performance rating, 18

pertaining to job share, 38

Teacher facilities, 46

Teacher files
See personnel files

Teacher reprimand, 50

Teacher transfers
See transfers

Teaching day
See workday

Teaching hours and load, 10

Teaching materials
See materials

Teaching schedule, 10

Teaching year
full year defined, 23
See also work year

Team planning, 56

Technology educator, 57

Textbooks and supplies
See supplies

Transfer
involuntary, 18

Travel
itinerant, 20
reimbursement, 25

Tuition reimbursement, 25-27

Unfair treatment, 52

Vacancy, 18, 19, 21, 57
defined, 18
posting, 18

Waivers, 21, 24, 41

Work
outside the workday, 10
stoppage, 7
year, 58, 59

Violation of Agreement
See Agreement

Workers' Compensation, 43, 44

Year-Round School Program, 59

Yearbook Advisor stipends, 63