



Agreement between
Tiverton School Committee
And
Tiverton Administrators' Association

Governing the period from
July 1, 2010 through June 30, 2012

Comment [MSOffice1]: Length of contract would be for two years

ARTICLE 1

Recognition of Tiverton Administrators Association

1.1 For the purpose of meeting and conferring about overall working conditions, the Tiverton School Committee recognizes the Tiverton Administrators Association as the exclusive representative of all certified administrative employees of the Tiverton School Department below the rank of Superintendent to include:

- | | |
|-----------------------|-----------------------------------|
| High School Principal | Middle School Principal |
| Elementary Principal | High School Assistant Principal |
| Curriculum Director | Middle School Assistant Principal |

1.2 All appointments, promotions or transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, handicap, and without regard to membership or participation in any employee organization or political party.

ARTICLE 2

Administrator Salary Schedules

2.1 An administrator will be placed on the applicable salary schedule, and on a step negotiated between the individual administrator and the School Committee.

2.2 For the July 1, 2010 – June 30, 2011 school year, Administrators will not receive a salary increase.

For the July 1, 2011 – June 30, 2012 school year, Administrators will not receive a salary increase.

Comment [MSOffice2]: Administrators agree to a zero percent salary increase for the duration of the agreement.

2.2.1 Any administrator who terminates his/her employment shall be made whole for any repayment due in the remaining years of the contract at the time of termination.

2.3 Direct deposit will be available to administrators if requested.

2.4 Each Administrator, principals as well as the secondary assistant principals, assigned to a school is eligible for stipends based on NECAP test ranking as follows:

For the 2008 – 2009 and 2009 - 2010 school years (based on testing done in October 2007 and October 2008 respectively)

- Met AYP, Commended - \$4000
- Met AYP - \$3000

The Curriculum Coordinator will be eligible for the following stipends:

- Met AYP, Commended - \$800 per school
- Met AYP - \$600 per school

Comment [MSOffice3]: New article

2.4.1 The performance bonuses are suspended for the length of agreement.

Comment [MSOffice4]: New article

ARTICLE 3
Administrator Work Year

3.1 The administrators' work year shall consist of ~~two hundred and fifteen (215) days~~ two hundred and five (205) days. As part of their work year, administrators will work five days before the opening of school and five days after the student school year closes. In addition, administrators will work five (5) days during a scheduled week of the summer recess, which shall be set by September 1 of each year by the parties. School recess work schedules shall be submitted to the superintendent of schools for approval.

Comment [MSOffice5]: Administrators will work 10 fewer days during the summer.

~~3.1.1 Each Administrator, principals as well as the secondary assistant principals, assigned to a school is eligible for stipends based on NECAP test ranking as follows:~~

~~For the 2007 – 2008 school year (based on testing done in October 2006)~~

- ~~• High Performing, Commended – \$ 4000~~
- ~~• High Performing – \$ 3000~~
- ~~• High Performing with Caution – \$ 2000~~
- ~~• Moderately Performing, Commended – \$ 2000~~

~~The Curriculum Coordinator will be eligible for the following stipends:~~

- ~~• High Performing, Commended – \$800 per school~~
- ~~• High Performing – \$ 600 per school~~
- ~~• High Performing with Caution – \$ 400 per school~~
- ~~• Moderately Performing, Commended – \$ 400 per school~~

~~For the 2008 – 2009 and 2009 – 2010 school years (based on testing done in October 2007 and October 2008 respectively)~~

- ~~• Met AYP, Commended – \$4000~~
- ~~• Met AYP – \$3000~~

~~The Curriculum Coordinator will be eligible for the following stipends:~~

- ~~• Met AYP, Commended – \$800 per school~~
- ~~• Met AYP – \$600 per school~~

Comment [MSOffice6]: This section of the contract was deleted and placed in Section 2.4

ARTICLE 4
Business Expenses and Reimbursement

- 4.1 Reimbursement for authorized use of an administrator's automobile to perform assigned school duties shall be set at the rate set by General Accounting Office (GAO).
- 4.2 Payroll deductions for tax sheltered annuities, pensions, bonds, out-of-state income tax and association membership dues will be made providing the administrator authorizes the same in writing.
- 4.3 \$15,000 will be available for professional development. At the discretion of the administrator and the approval of the superintendent, this money will be used for administrators to maintain their certification and/or improve their professional development.

ARTICLE 5
Evaluation

- 5.1 The Board recognizes that evaluation requires the actual observation of the practices, behaviors and conditions, which give concrete evidence of the quality of performance.
- 5.2 Administrators will be allowed to review a copy of any evaluation prepared by their evaluators and will have the right to discuss such reports with their evaluators and initial such reports before the reports are placed in the personnel files.
- 5.3 Any complaints regarding an administrator, which are considered in evaluating said administrator's performance, will be promptly called to the administrator's attention.
- 5.4 All evaluation forms will be forms, - which are mutually agreed upon by the Association and the Superintendent. Forms will be subject to periodic review.
- 5.5 Administrators will be evaluated annually by the superintendent of schools.

ARTICLE 6
Administrator Files

- 6.1 All administrator files will be maintained under the following conditions:
- 6.1.1 Except for references, no material derogatory to an administrator's conduct, service, character or personality shall be placed in the files unless the administrator has had an opportunity to read the material. The administrator shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed with the understanding that such signature does not necessarily indicate agreement with its content.
- 6.1.2 The administrator shall have the right to answer any material he has signed and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. A copy shall also be sent to the evaluator.
- 6.1.3 Upon reasonable notice, an administrator shall be given access to his file in the central office, in the presence of the Superintendent, or in his absence, his designee.
- 6.2 Upon receipt of a request in writing, the Superintendent will furnish the administrator with a reproduction of any material in his file, at cost.
- 6.3 All official documents relating to an administrator's competence and performance will be kept on file in the central office.
- 6.4 Administrators' files shall be kept confidential and only the superintendent, administrator, and/or authorized agents, shall have access to that administrator's file.

ARTICLE 7
Vacancies and Promotions

7.1 All vacancies in promotional positions, including new promotional positions shall be adequately publicized, which shall mean, as a minimum, that a notice shall be sent to every administrator clearly setting forth a description of and the qualifications for the position, including the duties and salary.

ARTICLE 8
Administrator Hours

8.1 During the school year, the administrator's work day shall be a minimum of 30 minutes before school begins and ~~75 (60)~~ minutes after school ends, except he/she will work one hour after school on days when he/she has a school related meeting.

Comment [MSOffice7]: The amount of time administrators would be required to stay after school was reduced by fifteen minutes.

8.1.1 During the December, February, April and summer recess periods, the administrator's work day shall be six (6) hours. An administrator must receive prior approval from the superintendent for flex time.

8.2 An administrator will remain after school, until the late bus has left, when it concerns matters of discipline or student safety.

8.3 Building Administrators are responsible for being present at school related functions, as needed for appropriate supervision. The high school principal/assistant principal or his/her designee will be responsible for attending all home RIIL sporting events. The high school principal/assistant principal or his/her designee will attend away RIIL sporting events, as needed for appropriate supervision.

ARTICLE 9
Transfers

9.1 An involuntary transfer or reassignment of an administrator will be made only after a meeting between the administrator involved and the superintendent, or his designee, at which time; the administrator will be notified of the reasons therefore. Administrators who have not been transferred for performance failure and are serving in an involuntary transfer or reassignment shall be given preference when administrative vacancies arise in the Tiverton School System.

ARTICLE 10
Absences and Leaves

10.1 **Absences due to personal illness** - Sick days will accrue to one administrative work year (215 days) at the rate of fifteen (15) days per year. After the accumulation of 215 sick days, administrators will be entitled to five (5) additional non-accumulative sick days per year. The Board

may require a certificate from a physician for an absence due to illness. Any expense incurred by the administrator in obtaining such certificate will be paid by the Board. The Board reserves the right to require a physical examination by a physician of its own choice at its own expense.

10.2 **Absences due to illness in family** - A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the administrator's immediate family.

10.3 **Bereavement Leave** - An employee may be absent for five (5) consecutive calendar days, (with full pay for work days which occur during said five (5) calendar day period), in the case of death of a father, mother, brother, sister, husband, wife of child, father-in-law or mother-in-law, grandchild or any other relative residing in the employees household: one(1) day with full pay in the case of death of a grandparent, aunt, uncle, cousin, niece, nephew, brother-in-law or sister-in-law. Additional days may be granted at the discretion of the Superintendent.

10.4 **Military Leave** - When requested, the Board shall grant a professional employee, leave of absence for required military training not to exceed fifteen (15) school days in any calendar year. Such employee shall receive the difference between his administrative salary and the salary earned while on duty.

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

Any administrator called to emergency military duty shall be granted a leave of absence for the period under military jurisdiction. Such administrator shall receive the difference between his administrative salary and the salary earned while on such duty, limited to a period of not more than fifteen (15) school days subject to extension at the discretion of the Superintendent.

ARTICLE 11 Temporary Leaves of Absence

11.1 Personal Leave - An administrator shall be granted up to three (3) days' leave for personal reasons upon written notice and approval of the Superintendent.

~~For the 2008—2009 school year, one additional personal day will be granted, to be used in the summer months.~~

Comment [MSOffice8]: Language deleted.

~~For the 2009—2010 school year, one additional personal day will be added, for a total of 5, with the option to roll over unused days, not to exceed 5 personal days per school year.~~

Comment [MSOffice9]: Language deleted

Administrators will be granted five (5) personal days per school year with the option to rollover two (2) unused days not exceed seven (7) days

Comment [MSOffice10]: New language which replaces and clarifies the previous paragraph.

11.2 Administrators shall be entitled to one (1) day's leave with pay, to attend their own college graduation or the college graduation of a member of the administrator's immediate family. This leave shall be charged to personal leave.

11.3 Up to a maximum of three (3) days' leave, with pay, shall be granted for religious holidays, to those administrators whose religious obligations require abstention from daily work on such religious holidays.

11.4 The time necessary for appearance in any legal proceeding connected with the administrator's employment or with the school system, not due to the administrator's gross misconduct, which the administrator is required by law to attend.

11.5 An administrator called for jury duty shall, while serving as a juror, shall receive the difference between the salary he would normally receive during such service and the amount he receives for such service as a juror.

ARTICLE 12 **Extended Leaves of Absence**

12.1 A leave of absence without pay of up to two (2) years will be granted to any administrator who joins the Peace Corps or VISTA and is full-time participant in either of such programs. The administrator shall agree to return to employment in the Tiverton School System for one (1) full year. Upon return from such leave, an administrator will be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, the participation in such program was a teacher/administrator.

12.2 Maternity leave may be at the option of the administrator. This may be accumulated sick leave or of up to one (1) year without pay or increment or a combination of both not to exceed one (1) year. An administrator who becomes pregnant shall notify the superintendent in writing, as soon as pregnancy has definitely been determined. If the administrator's physical condition warrants it, the administrator may terminate her employment upon one month's notification. The administrator on maternity leave without pay must notify the superintendent, in writing, by February 1, of her intention to return to her position.

12.3 Any administrator whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from such leave, an administrator will be assigned to the same position, if available, provided they return within two (2) years, or if not, to a substantially equivalent position.

12.4 Subject to the approval of the School Committee and the availability of a certified, qualified replacement, administrators may be granted an unpaid leave for up to one (1) year.

12.5 All benefits to which an administrator was entitled at the time his leave of absence under this Article commenced, including unused sick leave, will be restored to him upon his return.

12.6 All requests for extended leaves of absence will be filed with the superintendent in writing and shall be submitted to the Board by the superintendent for action.

ARTICLE 13
Sabbatical Leave

13.1 Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates this policy of one year sabbatical leaves for administrators to be granted upon recommendations by the superintendent for approved scholarly programs subject to the following conditions. It being understood and agreed that the recommendation of the superintendent shall be controlling and shall include but not be limited to an assessment of need, benefit and return on investment as all relate to the school system.

13.2 No more than one (1) administrator shall be absent on sabbatical leave at any one time.

13.3 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 31 of the year preceding the school year for which the sabbatical leave is requested. Final request forms must be received by the Superintendent, in writing, not later than March 1 of the year preceding the school year for which the sabbatical leave is requested.

13.4 The administrator has completed at least seven (7) consecutive full school years of service in the Tiverton School System.

13.5 Administrators on sabbatical leave will be paid one-half annual salary for a full year's leave, and one-quarter annual salary for a half-year's leave, provided the administrator completes the program for which the sabbatical leave is granted.

13.6 The administrator shall agree to return to employment in the Tiverton School System for one (1) full year in the case of one-half year's sabbatical leave or two (2) full years in the case of a full year of sabbatical leave. Upon such return the administrator shall be placed on the appropriate step in the salary schedule as though such administrator had not been on leave.

ARTICLE 14
Protection

14.1 Administrators will immediately report to the superintendent, in writing, all cases of assault suffered by them in connection with their employment.

14.1.1 This report will be forwarded to the Board, which will comply with any request from the administrator for information in its possession relating to the incident or the persons involved.

14.1.2 Any student who commits a physical assault on an administrator will be suspended from school immediately until the case is reviewed by the superintendent, and/or the Board.

14.1.3 If criminal or civil proceedings are brought against an administrator arising out of or in the course of his employment, such administrator may request the School Board to furnish legal counsel to defend him in such proceedings. The School Board will evaluate the request

and the circumstances of the charges and shall furnish counsel or reimbursement of reasonable counsel fees, if the administrator's case is deemed meritorious.

14.1.4 When it is apparent to the person in authority that the safety of other persons is endangered, said person may take the necessary measures to restore order in the area.

14.2 The Board will satisfy any judgment obtained by a third person in an action against an administrator arising out of administration of first aid to students where such administration by the administrator is a required and authorized activity in the performance of this duties, except in cases of willful misconduct of the administrator and provided the Board receives written notice from the administrator within ten (10) days of the incident.

ARTICLE 15

Personal Injury and Personal Property

15.1 Whenever an administrator is absent from school because of total incapacity to perform his usual duties due to assault, which arose out of and in the course of his employment, he will be paid his full salary (less the amount of any Worker's Compensation benefits paid for such incapacity) for the period of such absence up to one (1) year from the date of such injury and no part of such absence will be charged to his annual or accumulated sick leave. The School Department's payments shall be reduced by the Rhode Island State Retirement allowance in case of permanent disability.

15.2 Whenever an administrator is absent from school because of total incapacity to perform his usual duties due to injury (other than in assault cases) which arose out of and in the course of his employment and provided there was no negligence on the part of the injured administrator, he will be paid his full salary (less the amount of any Worker's Compensation benefits paid for such incapacity), for the period of such absence up to ninety (90) days from the date of such injury and no part of such absences will be charged to his annual or accumulated sick leave. The School Department's payments shall be reduced by the Rhode Island State Retirement allowance in case of permanent disability.

15.3 The Board shall have the right to have the administrator examined by a physician designated by it and at its expense, for the purpose of establishing the length of time during which the administrator is temporarily disabled from performing his duties, and the opinion of such physician as to the said period shall control.

15.4 The Board shall provide Worker's Compensation for all administrators.

15.5 The School Board will reimburse administrator in an amount not to exceed a total of \$200.00 in any school year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or required to be brought into school, when the administrator has not been negligent, to the extent such loss is not covered by insurance and provided the particular loss, damage or destruction amounts to twenty (\$20.00) dollars or more. The term "personal property" shall not include cash or automobiles. The terms "loss", "damage," and "destruction" shall not include the effects of normal wear, tear and use.

ARTICLE 16
Insurance

16.1 The Board will provide for all certified administrators a single or family health care plan

16.2 The administrators agree to pay a ~~15%~~ 18% co-payment on the health care premium.

16.3 The administrators will receive a High Deductible Plan with an annual deductible of \$250.

Comment [MSOffice11]: Administrators co-share premium increased from 15 to 18 percent.

Comment [MSOffice12]: Administrators agreed to go to a high deductible plan where they will have a \$250 deductible.

16.4 Upon retirement, administrators shall continue to be covered by the Tiverton School Department as members of the school department's health plan until age sixty-five (65), provided they have twenty years (20) of service to the Tiverton School Department, have attained years of age and service equal to 80, and are eligible for retirement under the state retirement provisions.

16.5 It is further agreed that if any retired administrator takes a position of employment outside the Tiverton School System, which offers similar or better benefits, then the benefits provided herein shall cease so long as those offered by the new position shall remain in effect.

16.6 All additional provisions of the benefit package for health, dental and life insurance shall be provided as outlined in the NEA Tiverton agreement.

ARTICLE 17
General

17.1 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect. There will be no a waiver or modifications of any of the Agreements, terms of provisions contained in this agreement by any administrator with the Committee. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

17.2 Any deviation from the wording of this Contract will be bilaterally decided by the administration and the Association, and such decision shall be made in writing and signed by both parties.

ARTICLE 18
Grievance Procedure

18.1 Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist there under, or that an administrator has been treated inequitably by reason of an act or condition which is contrary to established school committee policy shall be subject of a grievance and shall entitle the administrator to a due process hearing.

18.2 The purpose of this procedure is to secure, at the lowest possible administrative level equitable solutions to the problems which may from time to time arise. The parties agree that these proceedings be kept as informal and confidential as may be appropriate at any level of the procedure.

18.3 Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with the Superintendent and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

18.4 If the grievance is not adjusted informally then it shall be presented by the administrator in writing. The Superintendent's written disposition shall be returned to the administrator within fifteen (15) working days of the presentation.

18.5 In the event a satisfactory settlement is not reached following the fifteen (15) day period, an administrator or his representative may present the grievance to the School Committee. The School Committee shall grant a hearing and render a written disposition to the administrator or his representative within fifteen (15) working days of the presentation.

18.6 If the aggrieved person is not satisfied with the disposition of the grievance, or if no decision has been rendered within fifteen (15) school days after the Committee has heard the grievance, then within fifteen (15) days, he may pursue such method of review as may be established by law.

ARTICLE 19 **Cooperation**

19.1 The Association and the Board agree on the desirability of making the schools community centered and will cooperate in any reasonable program designed to accomplish this.

19.2 The Association agrees to appoint representatives to serve on special committees when requested to do so.

19.3 The members of the association agree to make a concerted effort to work with the Board and the Administration in developing the total educational program into one that is unique in Tiverton, and to support the Committee vocally and actively by its presence at hearings and public meetings in the interest of sound education.

19.4 Each principal shall be present at one school committee meeting per month, unless agenda requires attendance.

ARTICLE 20 **Seniority**

20.1 Seniority shall be defined as the amount of certified service beginning with the first day of permanent employment. Seniority shall only be broken by resignation, termination or non-renewal from a position within the system.

20.2 In the event of two (2) or more administrators being hired on the same day, seniority shall be determined by order of appointment.

20.3 Seniority accrues regardless of assignment, position, program or area of certification. The first day of employment shall be the day that the employee was required to report for work. Seniority shall not be broken by any authorized leave or layoff.

20.4 Each employee shall receive a position on the seniority list when hired and will maintain that position. All administrators presently on the teacher seniority list shall remain on the teacher seniority list. Any administrator promoted from within the bargaining unit shall remain on the seniority list in his/her position. Administrators hired from outside the bargaining unit shall not be on the seniority list.

Displacement

20.5 The most senior permanent employee displaces first and once the most junior employee holding a position for which the senior employee is certified.

20.6 An employee returning from leave shall, if displacement is necessary, displace the most junior employee holding a position for which the employee returning from leave is certified.

20.7 An employee may displace to a position only if that employee is capable of taking the entire load then held by the person within the position.

20.8 Should any programs be reduced or eliminated, the employees in those programs shall displace as above by Seniority to the most junior positions for which they are certified.

20.9 Displaced employees shall continue the Displacement process by order of overall seniority.

20.10 All benefits to which an administrator was entitled at the time his layoff commenced, including unused sick leave, will be restored to him upon his return.

ARTICLE 21 **Lump Sum Retirement Payment**

21.1 The School Committee shall grant at the time of retirement a lump sum payment not to exceed one hundred and fifty dollars (\$150) for each year of service in that community, up to a maximum of thirty years and administrators will also be entitled to the early retirement benefit as stated in the teachers' contract.

ARTICLE 22 **Duration**

22.1 The Tiverton School Administrators' agreement shall begin on July 1, 2010 and shall be in effect for a period of three years until June 30, 2012. If at the end of this contract period a new contract has not been finalized, the provisions of this agreement, other than wage increases, shall remain in force until an agreement can be negotiated.

Comment [MSOffice13]: Agreement goes into effect on this date.

Comment [MSOffice14]: Ending date

Date signed: _____

By:

**Jan Bergandy, Chairperson
Tiverton School Committee**

**Patricia R. Aull
Tiverton Administration Association**