

PREAMBLE

In order to effectuate the provisions of Chapter 9.3 of Title 28 of the General Laws of Rhode Island, and to encourage and abet effective and harmonious working relationships between the Tiverton School Committee (hereinafter called the "Board") and the professional staff in order that the cause of public education may best be served in Tiverton, this Agreement is made and entered into on this 27th day January 2009, by and between the Tiverton School Committee and the National Education Association Tiverton/National Education Association Rhode Island/National Education Association (hereinafter called the "Association").

Please Note: Use of the pronoun "she/he, in this document shall represent masculine and feminine genders (or both genders).

ARTICLE 1
Recognition

In accordance with the Teacher Arbitration Act of January, 1966, the Board recognizes the Association as the exclusive representative of all professional employees of the Tiverton School System in teaching or related activities, except temporary per diem substitutes, below the rank of Vice Principal. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers."

ARTICLE 2
Specialists

A. The Association and the Board recognize that an adequate number of competent specialists are essential to the operation of an effective educational program. Accordingly, the Board shall strive to implement the following:

- 1. Elementary Schools
 - Art Teacher Not less than 1 ~~for every 600 students~~
 - Physical Education/Health Not less than 1 ~~for every 600 students~~
 - Librarian Not less than 1
 - Music Not less than 1 ~~for every 600 students~~
 - Nurse Teacher Not less than 1

- 2. Middle School
 - Nurse Teacher Not less than 1
 - Librarian Not less than 1

~~And add a full time aide or equivalent for~~
~~500-800 students~~

- 3. High School
 - Nurse Teacher Not less than 1
 - Librarian Not less than 1 ~~for every 500 students~~

B. Teachers for whom use of a car is a necessary condition of employment, such as nurses and specialists, shall be paid at the rate of forty (40) cents per mile of travel.

C. The Association and the Board recognize that an adequate number of support personnel are needed to aid the classroom teacher. Accordingly, the Board shall strive to implement the following:

- 1. Elementary Schools
 - Guidance Counselors Not less than 2
- 2. Middle School
 - Guidance Counselors Not less than ~~3~~2
- 3. High School
 - Guidance Counselors Not less than 4 (Includes Department Chair)

~~The position of Alternate Program Placement Teacher or similar other alternative learning position for the purpose of addressing the needs of students requiring services. This position at the election of the School Committee may serve at the high school or middle school or any combination of the two.~~

- 4. Learning Disabilities
 - Specialists Not less than 3 system wide
- 5. System-Wide
 - Speech Therapist Not less than 1
- 6. ~~Or the regional equivalent of the above personnel.~~

NEW ARTICLE
Management Rights

A. The Union recognizes that in the operation of the Tiverton School Department, the School Committee is charged by the statutes of the State of Rhode Island and Providence Plantations and policies promulgated by the Board of Regents for Education.

B. Management Rights: Operation of Schools

1. The Union, on behalf of all its members, agrees that it shall not, without permission, enter into union activities during school hours and that members will give their best efforts to their teaching duties and make such duties their primary interest.

2. No teacher shall engage in any Union activities which conflict with their duties as teachers, including, but not limited to, strikes and/or work stoppages.

3. The Union recognizes the administration's right to direct the operation of the schools.

4. It is understood and agreed by the parties that the School Committee and the administration possesses the sole and non-delegable custody, control and management of the Tiverton School System. These management rights include but are not limited to the following:

- (a) Hire, assign, or transfer teachers;
- (b) Determine the educational policies of the school system;
- (c) Determine the methods, means, and number of personnel needed to carry out the educational policies entrusted to the School Committee by law;
- (d) Introduce new or improved methods or facilities;
- (e) Change existing methods or facilities;
- (f) Establish and require adherence to rules and regulations, and;
- (g) Discipline and discharge for cause.

5. Nothing in this Agreement shall deprive the School Committee of its responsibilities delegated to it by the laws of Rhode Island.

ARTICLE 3

Class Size

A. With the exceptions of physical education, music and typing, class size shall not exceed the following:

Kindergarten and Grade 1	23 students
All other classes	25 students

~~In the event of student registration(s) on or after the first day of school, said class size maximums may be increased by two (2) students. Students will be equitably distributed among teachers within the buildings as is reasonably possible.~~

B. Children of teachers may attend the system without charge, provided their attendance does not cause the stated class size to be exceeded.

ARTICLE 4

Textbooks and Supplies

A. The Board will provide sufficient textbooks to maintain a quality program of education. Sufficient quantity will be ordered to provide each student with a basic up-to-date textbook.

~~B. The Board agrees that before a change in a textbook or reference text is made, or a new textbook or reference text is selected, principals in the elementary schools and the middle school will discuss the change or new selection with the teachers in the school. Before a change in textbook and/or equivalent reference text is made in the high school, or before a new book is selected, the department head will discuss the change with the teachers in the~~

department. The recommendation of the teachers in the elementary schools and middle school and the teachers in the respective high school departments shall be a consideration used by principals and administrators in making decisions.

- C. The Board will provide sufficient teaching equipment and supplies as needed in the Tiverton Schools.

ARTICLE 5

Compensation and Expense Allowance

- A. The salaries of all persons covered by this Agreement are listed below:

~~Effective September 1, 2007 — 2.75% (For all tenth step teachers), 1.25% plus step increases~~

~~Effective September 1, 2008 — 2.5% (For all tenth step teachers), 1.25% plus step increases.~~

Step	2007-2008	2008-2009
1	\$35,928	\$36,377
2	\$38,553	\$39,035
3	\$41,180	\$41,695
4	\$43,958	\$44,507
5	\$46,833	\$47,418
6	\$49,792	\$50,414
7	\$52,624	\$53,282
8	\$55,546	\$56,240
9	\$58,767	\$59,502
10	\$65,971	\$67,620

B+ 15 — 1.42% of tenth step

B+ 30 — 2.55 % of tenth step

Masters — 4.26% of tenth step

Masters +15 5.39% of tenth step

Masters +30 6.53% of tenth step

Longevity

Years	2007-2008	2008-2009
10-14 yrs	\$200	\$200
15-19 yrs	\$300	\$300
20-24 yrs.	\$400	\$400
25- 29yrs.	\$500	\$500
30+	\$600	\$600

It is understood by and between the parties that the fiscal constraints experienced by the Tiverton School Department render it impossible to fund salary increases for the period of this agreement without sacrificing educational quality. Accordingly, for the period of this agreement, the salaries of all persons covered by this Agreement shall remain at those levels set forth in Appendix A of the agreement for September 1, 2008-August 31, 2009.

B. All persons on the teachers' salary schedule will be paid by the School Committee in twenty-six (26) equal biweekly installments, provided; however, that any balance of salary payable on or after July 1, will be paid in a lump sum at the election of the teacher, upon two weeks' notice of such election. Teachers may elect to have their paycheck directly deposited into a financial institution. All paychecks will be distributed or directly deposited on the regularly scheduled payday.

C. Teachers new to the system will be given full credit for accredited and certified previous outside teaching experience in accordance with R.I.G.L. § 16-7-29. Teachers new to the system will be given credit for related experience as recommended by the Superintendent of Schools.

D. Coaches, directors and extracurricular advisors shall be compensated as follows:

1. The salaries of the jobs in this appendix are calculated by (points) x (.468%) x (10th step) = salary.

2. Each Assistant Coach will receive 65% of the head coach's salary.
3. All salaries will be calculated with the point system.

POSITION	POINTS	% OF TOP STEP
Athletic Director	2.0	9.36 ¹
Football	16.5	7.722
3 Asst. Coach		
Boys' Soccer	12.39	5.7985
Asst. Coach		
Girls' Soccer	12.39	5.7985
Asst. Coach		
Field Hockey	11.64	5.4475
Asst. Coach		
Boys' Basketball	13.86	6.48648
2 Asst. Coach		
Coach Girls' Basketball	13.86	6.48648
2 Asst. Coach		
Boys' Volleyball	10.35	4.8438
Asst. Coach		
Girls' Volleyball	10.35	4.8438
Asst. Coach		
Softball	13.11	6.13548
Asst. Coach		
Baseball	13.11	6.13548
Asst. Coach		
Golf	5.82	2.72376
Tennis	7.56	3.53808
Cheerleading	7.56	3.53808

Asst. Coach		
MS. Community Service Coordinator		\$2,400
Academic Decathlon Advisor	2.58	1.20744
Mock Trial Advisor	6.91	3.23388
Math Team Advisor	3.57	1.67076
Senior Project Advisor	5.73	2.68164
National Honor Society/Graduation Advisor	2.58	1.20744
Mentoring Coordinator		\$3,000
HS/MS Mentoring Facilitators (one at each level).		\$500
Elementary Mentoring Facilitators		\$250
Senior Class	4.78	2.23704
Junior Class	3.57	1.67076
Sophomore Class	2.58	1.20744
Freshman Class	2.09	.97812
Yearbook	8.37	3.91716
Student Council	4.49	2.10132
Drum Majorette	4.32	2.02176
Senior Band Director	6.91	3.23388
H. S. Treasurer	7.59	3.55212
H. S. Drama	5.73	2.68164
Newspaper	3.11	1.45548
H. S. Chorus Dir.	4.67	2.18556
Summer Music	5.38	2.51784
Flag Advisor	4.32	2.02176
District Web Master		\$3,000

Nothing in this agreement shall be construed as to prevent the School Committee from adding, consolidating, or eliminating any extracurricular activity at any time.

Nothing in this agreement shall be construed so as to require the School Committee to award a coach, director, or extracurricular position to a member of the bargaining unit.

It is understood by and between the parties that no person in an coach, director or extracurricular position will has tenure in that position, nor will any be conferred.

E. Supervisors and other personnel below the rank of vice-principal shall be compensated as:

1. High School Department Chairpersons, \$2,500 and \$100 per teacher in the department, excluding the Department Chairperson.
2. Middle School Coordinators, \$1,500
3. Elementary Contact Teachers, \$1,000

Nothing in this agreement shall be construed as to prevent the School Committee from adding, consolidating, or eliminating the positions of Middle School Coordinators or Elementary Contact Teachers.

It is understood by and between the parties that no person in the position of Department Chair, Middle School Coordinators or Elementary Contact Teachers has tenure in that position, nor will any be conferred.

F. Reimbursement for authorized use of employee's automobile to perform assigned school duties shall be made at the rate set forth in Article 2. All claims for travel reimbursement shall be submitted on forms provided by the Committee.

G. Payroll deductions for tax sheltered annuities, pensions, bonds, out-of-state income tax and Association membership dues will be made provided the teacher requests and authorizes the same in writing. Association membership dues will be remitted to the Treasurer of the Association.

1. Association dues will be deducted in equal bi-weekly installments, and once requested and authorized, shall continue thereafter while this agreement, or a renewal or extension thereof, is in force (provided such renewal or extension provides for dues deduction) unless the teacher requests in writing before August 15th her or his dues deduction be terminated. If a teacher terminates employment during the year, the balance of the dues will be deducted from the last check. The current rate of the total membership dues and assessments shall be certified to the Committee each year. A change in membership dues during school year will be accomplished by giving the Committee thirty (30) days written notice prior to the effective date of such change.
2. All non-members shall pay a service fee in lieu of dues as a condition of employment. The amount shall be paid through payroll deduction in the same manner and at the same time as dues.
3. The Association agrees to indemnify and hold harmless the Committee for any disputes or claims arising out of payroll deductions for dues and service fees.

H. Teachers' contracts shall be honored and performed by the teacher. The Association will urge its members to honor and perform their contracts and the name (or names) of any teacher guilty of breach of her or his contract will be forwarded immediately to the State Association.

I. Teachers participating in workshops with the prior written approval of the Superintendent shall be reimbursed for their tuition cost, travel expense, and the cost of required materials by the Board upon receipt of satisfactory evidence of completion.

J. Certified staff who achieve National Board Certification will receive a two thousand five hundred (\$2,500) annual stipend so long as they maintain in good standing their certification.

ARTICLE 6 **Teacher Evaluation**

~~A. All formal monitoring or observation of work performance of a teacher will be conducted openly, and with the full knowledge of the teacher. The use of eaves dropping public address or audio systems, and similar surveillance devices shall be strictly prohibited in the formal evaluation process.~~

~~B. After any formal observation or evaluation, the evaluator and the teacher evaluated will agree on a time for a conference to be held as soon as possible.~~

~~C. Teachers will be allowed to review a copy of any evaluation report 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.~~

~~D. During the evaluative process, all non-tenured teachers will have the benefit of three (3) observations and supervisory conferences before any written evaluations are forwarded to the Central Office for permanent filing. Subsequent visitations and evaluations will be reported on evaluation forms designed by the administration. The three (3) observations and conferences will be completed by the immediate supervisor no later than (10) weeks after school commences.~~

~~E. Any complaints regarding a teacher, made to the administration by any parent, student, or other person, who are considered in evaluating said teacher's performance, will be promptly called to the teacher's attention.~~

~~F. No teacher will be disciplined, reprimanded or reduced in compensation without cause.~~

~~G. All evaluation forms will be standardized within groups and grades K-4; 5-8; and 9-12. And shall be forms which are mutually approved by the Association and Superintendent, which approval shall not be unreasonably withheld by either the Association or the Superintendent.~~

~~H. All evaluation forms shall be reviewed by the Association and the Superintendent every three (3) years.~~

ARTICLE 7
Teacher Files

A. All teacher files shall be maintained under the following conditions:

1. Except for references, no material derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that she/he has read such material by affixing her/his signature on the actual copy to be filed with the understanding that such signature merely signifies that she/he has read the material to be filed. Signature does not necessarily indicate agreement with its content.
2. The teacher shall have the right to answer any material she/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.
3. Upon reasonable notice a teacher shall be given access to her/his file in the central office, in the presence of the Superintendent, or, in his absence, his designee.
4. Upon receipt of a request in writing, the administration will furnish the teacher with a reproduction of any material in her/his file, at cost.

All official documents relating to teacher competency and performance will be kept on file in the central office.

B. Teacher files shall be kept confidential and only the administration, or teacher and/or authorized representative shall have access to that teacher's file. A form will be provided by the superintendent for each teacher to sign at the beginning of each school year.

ARTICLE 8
Promotions

A. All vacancies in promotional positions, including new promotional positions shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary. During summer vacations, teachers will receive notifications of vacancies through email and regular mailings. The Superintendent will create a form for the teachers to identify the email address they wish to have used for vacancy notifications. Any teacher who elects to be informed by mail must notify the superintendent in writing by the end of the school year, and shall receive by mail any notice of vacancy/promotional positions for which they are certified. The superintendent will create a form for teachers to complete regarding their request for how they elect to be notified.

1. Such notices shall be posted as far in advance as possible, at least ten (10) days before the final date when applications must be submitted. A copy of such notice shall be sent to the President of the Association on the date of posting.

2. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent of Schools or her/his authorized agent within the time specified in the notice.

- B. Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrator-supervisory level.
- C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity, or expression and without regard to membership or participation in any employee organization or political party.

D. Nothing in this agreement shall be construed to restrict the School Department from advertising and filling the position from outside the bargaining unit, nor shall any preference be conferred on any member of the bargaining unit.

ARTICLE 9

Teaching Hours and Teaching Load

- A. 1. The official length of the teachers' work-day shall not exceed (7) hours. For purposes of definition, the students' school day begins at the time at which a student would be marked tardy and ends at the conclusion of the last academic period of the day or when a majority of students are dismissed for the school day, early release days excluded.
 - 2. Classroom teachers and other teachers on the classroom teacher salary schedule shall not be required to report to work earlier than fifteen (15) minutes before the start of the students' school day except that one (1) teacher shall report when the first bus arrives at each school and at the high school, one (1) non-homeroom teacher shall report when the first bus arrives. Teachers may be required to remain in school fifteen (15) minutes past the end of their students' school day. Meetings allowed and provided for by this agreement shall not be held during the aforesaid fifteen (15) minute period.
 - 3. High School and Middle School teachers may be required to stay in their classrooms for forty-five (45) minutes past the end of their students' school day, one (1) day in each week for make-up work with students and/or for parent conferences:
- B. The work year for teachers shall consist of one hundred eighty (180) student days. Each school year shall also have one (1) full day prior to the student school year for the purposes of orientation. This orientation day shall be the first non-holiday week-day prior to the beginning of the student year.
- 1. Teachers shall be required to remain after the regular work day without compensation to attend meetings as follows:

Faculty

Dept./Grade Level

D. Planning Periods

1. All High School teachers shall have at least one (1) planning period each day. In addition to homeroom duty, such High School teachers will not be assigned more than five (5) teaching periods per day, subject however, to the provisions of paragraph E hereof.
2. Each Middle School teacher shall have a planning period equal to the average academic period, or sixty (60) minutes a day, whichever is greater and at least thirty (30) minutes of this planning time shall be continuous.

All Middle School teachers shall have at least one (1) planning period each day. In addition to homeroom duty, such Middle School teachers will not be assigned more than five (5) teaching periods per day, subject however, to the provisions of paragraph E hereof.

3. Each Elementary teacher shall have an average of fifty (50) minutes of planning time per day with at least twenty-five (25) minutes a day being continuous.²

This shall include six (6) planning periods per weeks of not less than forty (40) minutes each.

4. Departmentalized teachers will not be required to teach in more than two (2) subject areas or not have more than three (3) preparations at any one time. For purposes of definition, preparations shall be determined by the principal after consultation with the department head or Middle School subject area coordinator(s) on the basis of grade level and materials and shall be consistent with past practice. (Flex Periods and Academic Literacy Periods each count as a preparation.)

High School and Middle School Advisories shall be no more than 25 minutes in a week. There shall be no set curriculum or required lessons. This does not preclude providing teachers with a binder for suggested activities. Advisories should not count as a preparation.

E. Department Chairperson

1. Department Chairpersons shall teach three (3) periods when possible and up to a maximum of four (4) periods per day to be applied consistently across all departments.
2. Department Chairpersons shall be assigned no more than three (3) duty periods per six (6) day cycle. Only Department Chairs that teach three (3) periods shall have duties.
3. Department Chairpersons, Guidance Counselors and Coordinators may be required with advanced notice (not less than one week), to work beyond the regularly scheduled

² Subject to modification for K and itinerants and the goal of scheduling so as to provide a minimum of fifty (50) minutes per day.

workday (maximum of 10 days and request shall be a minimum duration of one and one half hours) to fulfill the duties of the department chairperson or coordinator position to be compensated at their individual per diem rate of pay.

4. Department Chairpersons, and Middle School Coordinators shall be recommended every three years by a simple majority of the teachers in the affiliated department, with the approval of the principal, recommendation of the superintendent, and approval by the School Committee.
5. High School Department Chair positions shall be created for the following departments:
 - 5.1 Career Education. Industrial Technology Education Department Chairperson will be grandfathered in until her/his (3) three-year term has been fulfilled.
 - 5.2 Math
 - 5.3 Physical Education and Health
 - 5.4 Science
 - 5.5 Social Studies
 - 5.6 World Language
 - 5.7 English
 - 5.8 Special Education
 - 5.9 Guidance
 - 5.10 Fine Arts
6. Department chairpersons shall informally observe teachers who are assigned to them a minimum of one (1) time per school year.
7. Department chairpersons shall be responsible for:
 - i) Teacher observations
 - ii) Substitute arrangements (i.e., lesson plans and schedules)
 - iii) Budget, including preparation, purchasing of supplies and inventory of related textbooks and equipment.
 - iv) 9-12 curriculum development and revision and will be involved with K-8 curriculum development.
 - v) Assisting the principal with in-service organization.

8. Department Chairperson Compensation

- i) Each department chairperson shall earn \$2,500 plus \$100 per teacher assigned to her/his department (not including the chairperson).
 - ii) The Athletic Director shall teach two (2) classes per day.
9. It is agreed between the parties that the high school Guidance Department Chairperson will work the same length of time as a teacher, plus an additional 15 days during the summer recess at a per diem rate. The job description is found in the district policy manual. Salary and stipend will be determined by the NEA of Tiverton negotiated agreement regarding department chair stipends.
- F. In addition to homeroom duty, High School teachers will not be assigned more than five (5) teaching periods per day. High School science teachers may be assigned four (4) additional laboratories per week. Certain non-academic subject teachers, Career Education and Physical Education) and teachers with exceptionally small classes, (i.e., developmental and remedial reading), may be assigned three (3) additional classes per week. In such cases, however, they will not be assigned non-teaching duties during the remaining unassigned periods. In the event that a high school science teacher is assigned two (2) extra laboratories, they will receive one (1) additional planning period.
- G. Teachers shall be permitted to leave the building during unassigned periods upon written notification in the teacher sign out book which is kept in the main office in every school.
- H. When a teacher in a special area is in charge of a homeroom elementary school teacher's class, the elementary teacher may leave the classroom.
- I. No academic subject area teacher shall be assigned the class responsibility, regardless of the size of his classes, for more than one hundred twenty-five (125) students for K-1 teachers and one hundred twenty-seven (127) students for teachers in grades 2-12. The foregoing standards are subject to modifications, for educational purposes, such as the avoidance of split-grade classes or half-classes or specialized or experimental instruction, (e.g., music team teaching, typing classes, physical education).
- J. Teacher participation in extracurricular activities will be voluntary.
- K. When a regularly assigned teacher is absent, full-time teachers may cover a maximum of one (1) period per day. Coverage will be based on seniority. At the beginning of the school year, building principals will create a list of teachers willing to cover classes. When voluntary coverage is needed the building administrator will ask the most senior teacher on the list and proceed down the list until the coverage is provided. If proceeding down the list does not produce any teacher willing to cover the class voluntarily, the building administrator may direct a teacher to cover the class. ~~Other regularly assigned teachers shall not be required to cover classes of the absent teacher. This shall not preclude voluntary coverage.~~ Teachers who volunteer to cover classes of absent teachers shall be paid twenty dollars (\$20.00) for each period/class covered.
- L. For purposes of paragraph D-4 hereof, departmentalized areas shall be defined as:

- a. Mathematics, Social Studies, Science, Guidance, World Language, Career Education (Business, Industrial Arts, Family and Consumer Science), English, Fine Arts, Physical Education and Health, and Special Education.

M. Nothing in this agreement shall be construed so as to prevent the Tiverton School Committee from consolidating, adding, or eliminating departments and department chair positions, or eliminating the department system altogether. If such action is taken, the Tiverton School Committee shall provide thirty (30) days' notice to the Union President to negotiate regarding the effects of such bargaining. After the expiration of the thirty (30) days, said action will be implemented.

ARTICLE 10 **Non-Teaching Duties**

- A. Recognizing that a teacher's primary responsibility is to teach, the Board agrees that teachers will not be required to:
 1. perform health services such as administering eye or ear examinations and weighing and measuring pupils;
 2. deliver books to classrooms or to perform custodial duties; and
 3. collect money from students for non-educational purposes.
- B. Elementary teachers ~~shall not~~ may be required to supervise the cafeteria or to supervise the playground during lunch recess. Said duties, if required, will be distributed on an equitable basis. The portion of this time in excess of the teachers' lunch period shall be used for professional education responsibilities.
- C. Non-teaching duties
 1. High School Non-teaching duties shall include:

The principal with the advice of the Association representative will design a schedule of non-instructional duties, which are equitably distributed among his teachers. Non-teaching duties include:

 - a) Bus arrival and dismissal supervision
 - b) Study hall supervision
 - c) Cafeteria supervision
 - d) Lavatory supervision during homeroom and class exchanges
 - e) Senior lounge supervision
 - f) Hall and stairwell supervision during class exchanges

g) Girls' PE Locker room coverage shall be voluntary (If no teacher volunteers for this coverage, then the building principal may assign the least senior teacher(s) to this duty in lieu of another duty.

h) Alternative Program Placement supervision

2. Middle School non-teaching duties

The principal with the advice of the Association representative will design a schedule of non-instructional duties, which are equitably distributed among his teachers. Non-teaching duties include:

a) Bus arrival and dismissal supervision

b) Study Skills supervision

c) Cafeteria supervision

d) Lavatory supervision during homeroom and class exchanges

e) Hall and stairwell supervision during class exchanges

f) Girls' PE Locker room coverage shall be voluntary (If no teacher volunteers for this coverage, then the building principal may assign the least senior teacher(s) to this duty in lieu of another teacher.

g) Alternative Program Placement supervision (Lunch and planning period will be provided)

3. General school supervision at all schools is a responsibility of all staff members.

4. Nothing in this section will work to prevent building administration from creating additional non-teaching duties where necessary to ensure the health and safety of the students. In the event that such additional duties are necessary, the building administrator will seek volunteers. If no volunteer can be found, the building administrator may direct teachers to perform said duties.

D. High School teachers may be required to remain after the end of their student's school day for three (3) days per year for a period not to exceed one (1) hour on each of the three days. On these days the teacher will supervise detention or perform bus duty as may be determined by the administration.

E. High school and middle school detention duty will be offered to the teachers on a voluntary basis or to a substitute who is appointed by the principal. The compensation for this activity shall be \$22.50 for one and one half-hours of detention and late bus departure supervision each day, or \$3,240 per year (calculated at 4 days per week for 36 weeks).

In the event no teacher applies for the position of detention supervisor, the duty will revert back to an equitably assigned duty for the high school staff. In that event, the compensation shall be distributed according to the amount of time served and in no case shall the duty be assigned to one (1) individual for more than three (3) days. Detention shall not exceed one hour and a half. Detention shall not be held on Friday.

F. Teaching and non teaching assignments of high school teachers shall not exceed thirty (30) periods per week per teacher or thirty-six (36) periods per six (6) day cycle per teacher, in addition to homeroom duty.

G. The ratio of thirty-five (35) pupils to one teacher shall be observed in all study areas.

H. The principal with the advice of the Association representative will design a schedule of non-instructional duties, which are equitably distributed among the teachers.

Elementary duties shall consist of AM & PM bus arrival and PM dismissal supervision and recess supervision not during lunch

~~I. The President and Vice President of the Association will be exempt from non-teaching duties to consult with the members of the administration and the professional staff. The President will receive two (2) periods per day and the Vice-President one (1) period per day to conduct Association business.~~

J. The duties state above shall be distributed equally among the members of the teaching staff

K. Each teacher in grades 3-12 will administer a student satisfaction survey at the conclusion of each school year. The results will be seen by the teacher only. The survey should consist of the following four questions:

1. What activities did you enjoy most in my class?
2. What activities did you like least in my class?
3. Was the instruction made clear and understandable?
4. Overall, how did you like the class? Very much, liked, not very much

NOTE: Comment lines to be included after each question.

ARTICLE 11 **Transfers**

A. 1. Voluntary Transfer - All teaching vacancies shall be adequately publicized, which shall mean, as a minimum that a notice shall be posted in every school clearly setting forth a description of and the qualifications for the position, including the duties and salary. During summer vacation, notices shall be mailed or emailed to interested teachers at their addresses as last recorded with the Superintendent's office.

2. Such notices shall be posted as far in advance as possible, at least ten (10) days before the final date when applications must be submitted. A copy of such notice shall be sent to the President of the Association on the date of posting.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent of Schools or his authorized agent within the time specified in the notice.

4. All transfers to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity or expression, and without regard to membership or participation in any employee organization or political party.

5. Vacancies shall be filled on the basis of ~~certification and~~ qualification for the position, ~~qualifications being equal, seniority shall prevail as determined by the Superintendent in his sole and unreviewable discretion. Nothing in this agreement shall be construed to restrict the School Department from advertising and filling the position from outside the bargaining unit, nor shall any preference be conferred on any member of the bargaining unit.~~

- B. An involuntary transfer or reassignment of a teacher will be made only after a meeting between the teacher involved and the Superintendent, or her/his designee, at which time the teacher will be notified of the reasons therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon request of the teacher the Association will be notified and the Superintendent, or her/his designee, will meet with the Association's representative to discuss the matter. ~~Teachers who have not been transferred for performance failure and are serving in an involuntary transfer or reassignment shall be given preference when vacancies arise in the Tiverton School System, except where such preference would result in a violation of established school policy. Preference shall be on the basis of seniority.~~
- C. Personnel assignment and deployment is the responsibility and obligation of the School Committee for the benefit of students.
- D. ~~No vacancy exists for other purposes until the involuntary and voluntary transfer provisions of this agreement are executed. Provided, however, if a teacher on the Suspension List is eligible for the position and the position is a 5/5's position and has greater seniority than the transferee, then in that event the transfer shall not be affected unless the suspended teacher declines the position. These rights afforded suspended teachers shall apply after the Article 29 Displacement Process occurs and "bumping" has been completed. After transfers, any fractional positions that become available shall be filled from the recall list. A right to refuse and not forfeit recall rights for a job not comparable in time and not leave of absence shall exist.~~

ARTICLE 12 Teaching Schedules

- A. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will have and also any special or unusual courses or assignments that they will have at least thirty (30) days prior to the beginning of the school year whenever possible, except in unusual circumstances over which the Administration has no control.
- B. In order to assure that students are taught by teachers working within their areas of competence, teachers shall be assigned to teach only in grades and subject fields where they are certified in accordance with regulations of the State Board of Education.
- C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified at least thirty (30) days prior to the beginning of the school year.
- D. Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, sexual orientation, gender identity, or expression, and without regard to membership or participation in any employee organization or political party.
- E. If at all possible, tentative schedules shall be given to the staff prior to the end of the preceding school year.

ARTICLE 13

Absences and Leaves

A. Absences due to personal illness

1. In the case of personal illness, each teacher shall be allowed fifteen (15) sick days at full pay per year. Sick days will accumulate to one hundred ninety five 195 days. The Board may require a certificate from a physician for an absence due to illness. Any expense incurred by the teacher 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.

2. Construction of the ~~sick leave bank~~ Major Illness Review Committee shall be as follows:

~~i) The bank is designed to hold four hundred (400) days. The school committee will contribute one hundred (100) days per year to maintain a maximum of four hundred (400) days. In the event of sick leave dispersal exceeding one hundred (100) days in any given year the teachers would contribute one (1) day per teacher to bring the sick bank to its maximum four hundred (400) days, in conjunction with the yearly contribution of one hundred (100) days made by the School Committee.~~

~~i) The initial grant of sick leave chargeable to said Bank, under this provision, by the Sick Leave Bank committee shall not exceed thirty (30) days. Upon the expiration of such initial grant, a further period of entitlement to sick leave benefits under this provision may be granted by the Sick Leave Bank Committee, but in no event shall the~~

~~charge to said Bank on account of any one illness of any one applicant exceed ninety (90) days.~~

~~This Major Illness Bank shall be administered by a Sick Leave Bank Committee. The Major Illness Review Committee will consist~~ing of four (4) members. Two (2) members shall be members of the Tiverton School Committee designated in writing by said Major Illness Review Committee. Two (2) members shall be members of the Tiverton Education Association designated in writing by said Association.

~~Said Sick Leave Bank~~ Major Illness Review Committee shall determine eligibility for the ~~use of said Bank~~ grant of additional sick leave, the amount of leave to be granted, and its decision shall require a unanimous vote and shall be final.

~~Said Sick Leave Bank~~ Major Illness Review Committee, ~~in administering said Major Illness Bank~~, may use such data and criteria as it may deem to be necessary to enable it to make its decision on an application for additional sick leave benefits, under this provision, including, but not limited to:

- a. Adequate medical evidence of major illness submitted by the applicant;
(Examples of major illness include stroke, myocardial infarction, significant cancers and their treatment, as well as other comparable conditions as determined by the Major Illness Review Committee.
- b. Prior utilization of all eligible sick leaves, by the applicant;
- c. Length of service in the Tiverton School System;
- d. Physical examination of the applicant by a physician of its own choice;

If a grant of sick leave chargeable to said Major Illness Bank is made in accordance with the provisions of said Paragraph A(2), and the Board's available funds, as budgeted and allocated are not adequate to fund and pay for such grant, then and in such event if a substitute teacher is called in to cover the classes of the involved teacher who is absent due to illness, then the stipend paid to such substitute teacher may be deducted from the amount otherwise payable to such absent teacher, during the period of said grant.

4. The provisions of this Article shall be without prejudice to and shall not in any way affect the provisions of Paragraph H of Article 26 of the agreement between the parties.

- B. 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 teacher's immediate family.
- C. Bereavement Leave - An employee may be absent for five (5) business days, in the case of death of a father, mother, brother, sister, husband, wife or child, father-in-law or mother-in-law, grandchild, significant other with the approval of the superintendent, and any other relative residing in the employee's 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, provided, however, that in case of extenuating circumstances two (2) additional days may be granted at the discretion of the Superintendent. The above provision for two (2) days leave shall apply equally to relatives whether by blood or marriage.

D. Military Leave

1. 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 teacher salary and the salary earned while on duty.
2. Military leave, without pay, will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level he 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 a teacher was entitled at the time his military leave under this sub-paragraph 2 commenced, including unused sick leave, will be restored to him upon his return.
3. Any teacher called to emergency military duty shall be granted a leave of absence for the period under military jurisdiction. Such teacher shall receive the difference between his teacher 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.

E. Teachers Returning From Extended Leave

A substitute teacher may be provided to a teacher returning from an extended leave of absence based on the recommendation of the building principal which shall be consistently applied and with the approval of the Superintendent of Schools.

ARTICLE 14
Temporary Leaves

- A. A teacher may be granted up to three (3) days leave for personal reasons upon written notice to the Superintendent to conduct personal business that cannot be accomplished outside of school hours. Personal leave shall not be used for recreational purposes nor may it be combined with a vacation or holiday period without the written approval of the Superintendent
- B. Teachers 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 teacher's immediate family. This leave shall be charged to personal leave.
- C. Up to a maximum of three (3) days' leave, with pay, shall be granted for religious holidays, to those teachers whose religious obligations require abstention from daily work on such religious holidays.
- D. The teacher will be granted the time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system, not due to the teacher's gross misconduct, which the teacher is required by law to attend.

- E. A teacher called for jury duty shall, while serving as a juror, receive the difference between the salary she/he would normally receive during such service and the amount she/he receives for such service as a juror.

ARTICLE 15
Extended Leaves of Absence

- A. The Board agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence for up to one (1) year, without pay, for the purpose of engaging in full-time local, state or national Association activities. Upon return from such leave, a teacher will be placed on the salary schedule at the level she/he would have achieved if she/he had not been absent.
- B. A leave of absence without pay of up to two (2) years will be granted to any teacher who joins the Peace Corps or VISTA and is a full-time participant in either of such programs. The teacher shall agree to return to employment in the Tiverton School System for one (1) full year. Upon return from such leave, a teacher will be placed on the salary schedule at the level she would have achieved if he had not been absent, provided, however, the participation in such program was as a teacher.
- C. Maternity/Adoption leave may be at the option of the teacher: accumulated sick leave, of up to thirteen (13) consecutive weeks. This leave may be extended for up to one year, the remainder being unpaid. The teacher will make known the term of said leave in a timely fashion so as to allow the School Department to find a substitute. A teacher who becomes pregnant shall notify the superintendent through the principal, in writing, as soon as pregnancy has definitely been determined. If the teacher's physical condition warrants it, the teacher may terminate her employment upon one month's notification. The teacher on maternity leave without pay must notify the superintendent, in writing, by February 1, of her intention to return to her position, if available, or if not available, to a substantially equivalent position.
- D. Any teacher whose personal illness extends beyond the period compensated will 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, a teacher will be assigned to the same position, if available, provided she/he returns within two (2) years, or if not, to a substantially equivalent position. If the teacher does not return within two (2) years, said position will be considered vacant.
- E. Subject to the approval of the School Committee and the availability of a certified, qualified replacement, teachers may be granted an unpaid leave for up to one (1) year.
- F. All benefits to which a teacher was entitled at the time her/his leave of absence under this Article XV commenced, including unused sick leave, will be restored to her/him upon her/his return.
- G. All requests for extended leaves of absence will be filed with the Superintendent in writing and shall be submitted to the School Board by the Superintendent within thirty (30) days thereafter, for action.

H. Teachers Returning From Extended Leave

A substitute teacher may be provided to a teacher returning from an extended leave of absence based on the recommendation of the building principal which shall be consistently applied and with the approval of the Superintendent of Schools.

ARTICLE 16 **Sabbatical Leave**

Desiring to reward professional performance and encourage independent research and achievement, the Board hereby initiates this policy of one year sabbatical leaves for teachers to be granted upon recommendation 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.

- A. No more than one (1) teacher shall be absent on sabbatical leave at any one time.
- B. 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 proceeding 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.
- C. The teacher has completed at least seven (7) consecutive full school years of service in the Tiverton School System.
- D. Teachers 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 teacher completes the program for which the sabbatical leave is granted.
- E. The teacher 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 teacher shall be placed on the appropriate step in the salary schedule as though such teacher had not been on leave.
- F. Teachers Returning From Extended Leave
A substitute teacher may be provided to a teacher returning from an extended leave of absence based on the recommendation of the building principal which shall be consistently applied and with the approval of the Superintendent of Schools.

ARTICLE 17 **Teacher Facilities**

- A. Space in each classroom will be provided in which teachers may safely store instructional materials and supplies.
- B. A teacher work area containing adequate equipment and supplies will be provided to aid in the preparation of instructional materials.

- C. An appropriately furnished room to be used as a faculty lounge will be provided in each school building where existing space permits and will be considered in any new construction.
- D. A serviceable desk and chair will be provided for the teacher in each classroom.
- E. Well-lighted and clean teacher rest rooms will be provided.
- F. At least two (2) drawers in a standard filing cabinet will be provided for each teacher.
- G. An adequately lighted portion of the parking lot, if any, at each school will be reserved for teacher parking.
- H. The Association shall be consulted prior to final Committee approval of any new construction, including additions to present buildings, of teacher facilities.

ARTICLE 18
Protection

- A. Teachers will immediately report to the school principal, in writing, all cases of assault suffered by them in connection with their employment.
- B. 1. This report will be forwarded to the Superintendent and the Board, who will comply with any request from the teacher for information in its possession relating to the incident or the persons involved to the extent that said information is not protected by law or regulation
~~2. Any student who commits a physical assault on a teacher will be suspended from school immediately until the case is reviewed by the Superintendent or his designee and/or the School Board.~~
- C. If criminal or civil proceedings are brought against a teacher arising out of or in the course of his employment, such teacher 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 teacher's case is deemed meritorious.
- D. Teachers shall receive prompt notification of a pupil in their classes who have severe physical and/or emotional problems within the knowledge of the administration.
- E. 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.
- F. The Board will satisfy any judgment obtained by a third person in an action against a teacher arising out of administration of first aid to students where such administration by the teacher is a required and authorized activity in the performance of his duties, except in cases of willful misconduct of the teacher and provided the Board receives written notice from the teacher within ten (10) days of the incident.

ARTICLE 19

Personal Injury and Personal Property

- A. 1. Whenever a teacher is absent from school because of total incapacity to perform her/his usual duties due to assault which arose out of and in the course of his employment, she/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 her/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.
- 2. Whenever a teacher is absent from school because of total incapacity to perform her/his usual duties due to injury (other than in assault cases) which arose out of and in the course of her/his employment and provided there was no negligence on the part of the injured teacher, will be paid her/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.
- B. The Board shall have the right to have the teacher examined by a physician designated by it and at its expense, for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing her/his duties, and the opinion of such physician as to the said period shall control.
- C. The Board shall provide Worker's Compensation for all teachers.
- D. The School Board will reimburse teachers in an amount not to exceed a total of \$200.00 (two hundred dollars) 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 teacher 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 20

Maintenance of Classroom Control and Discipline

- A. When, in the judgment of a classroom teacher, a student requires the attention of a principal, assistant principal, counselor, or other specialist she/he will so inform his principal in writing, which is dated. The principal or assistant principal will arrange as soon as possible for a conference among herself/himself, the teacher, parent, and an appropriate specialist if deemed necessary, to discuss the problem and to decide upon proper steps for its resolution.
- B. When, in the judgment of a classroom teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude

the student from the classroom and refer him to the principal or assistant principal. In such cases the principal or assistant principal will arrange within a reasonable amount of time a conference among herself/himself, the teacher and parent or guardian to discuss the problem and to decide upon proper steps for its resolution.

ARTICLE 21
Insurance

A. The Board will provide for all certified teaching personnel of the Tiverton School System, the following coverage:

1. Medical

i) Fully paid medical expense insurance plan shall be provided for the individual teacher and her or his immediate family, on a group basis, namely, three hundred sixty-five (365) days coverage; (\$50.00 Obstetrical Deductible); Diagnostic JU #2; Major Medical (\$100.00 deductible), co-insurance 80/20, hospital room and board up to average semi-private room charge after above three hundred sixty-five (365) days' coverage with \$250,000 maximum coverage. The School Committee shall provide an out-of-state (reciprocity) rider.

Co-Insurance Plan (1000/80/\$1,000 deductible) (Includes \$15 PCP, \$25 Spec. \$25 URGI, \$1000 ER)

ii) Teachers will co-pay the medical insurance at the amounts listed below:

<u>Year of Contract</u>	<u>Individual</u>	<u>Family</u>
2007-2008	\$675	\$1,100
2008-2009	12% of premium	12% of premium
	<u>21% of premium</u>	<u>21% of premium</u>

- ~~Doctor's visit co-pay \$15~~
- ~~Emergency Room visit co-pay \$100~~
- ~~Specialist visit co-pay \$25~~
- ~~Urgi visit co-pay from \$50~~
- ~~Prescription Drugs \$5/20/40~~

(iv) Where both husband and wife are employed by the Board, one (1) fully paid family medical expense Health Plan will be provided. In addition, a stipend shall be paid to each such couple using the following schedule:

<u>Year of Contract</u>	<u>Stipend</u>
2007-2009	\$1,000

2. Term life insurance in the amount of \$50,000 pursuant to policy terms and limitations only.

3. Fully paid Delta Dental Insurance, family plan Level IV. For those employees who are entitled to either the Family or Individual Plan Delta Dental and choose not to receive any coverage, the School Board will pay two hundred and fifty dollars (\$250). Payment to be made at the end of the school year. Notification for the following year must be made before April 1.

- B. All teachers on leaves covered in Article 13 paragraph B; Article 15 paragraphs C and D; and Article 26 shall continue to be covered by the above-mentioned insurance for a period of one (1) year; thereafter the teachers shall have the opportunity where provided to buy into said insurance at their own expense. This coverage is subject to policy limitations and compliance therewith by the teacher on leave.
- C. During the term of this Agreement, the School Committee may obtain the above insurance protection(s) from other carrier(s), provided that such coverage is equivalent, and includes full protection for pre-existing conditions and illnesses. In the event the School Committee decides to avail itself of this option, it shall provide NEA-Tiverton notice in writing sixty (60) days in advance of the scheduled effective date of such change; and shall include therewith all documents and other evidence upon which it relies to assert that the coverage is equivalent. In the event the Association disagrees that the alternative carrier satisfies the conditions hereof, it may demand arbitration pursuant to Article XXVII within thirty (30) days of receipt of said notice. In that event, the parties agree to proceed to expedited arbitration pursuant to the rules therefore of the American Arbitration Association. The School Committee agrees that no such change in carrier shall become effective until such arbitration has been completed and an award issued permitting said change.
- D. In addition, in the event of the adoption of a national health insurance program, the parties agree to reopen this Article for purposes of determining what supplemental insurance is necessary in order to provide the employees covered by this Agreement with the coverage and protection equivalent to that provided herein. The parties further agree that in that event, the employer shall not be obligated for payment in excess of what its premium cost would have been absent the adoption of a national health insurance program.
- E. If a retired employee is otherwise qualified, the co-payment of family medical insurance premiums by the School Department will cease when retired employee reaches the age of 65. If the retired employee's spouse (reaches the age of 65 before the retired employee, the School Department will continue to co-pay for an individual policy for the retired employee from the date that the spouse reaches age 65 until the date the retired employee reaches 65.

ARTICLE 22

Summer Sessions and Home/Hospital/Outside Placement Tutoring

- A. All openings for tutoring will be adequately publicized.
- B. Tutoring assignments shall be brought to the attention of qualified personnel and shall be compensated at the rate of twenty-five dollars (\$25.00) per hour. The Association will cooperate with the Administration to the end that whenever the need for tutoring of students arises, as determined by the Superintendent, such tutoring will be performed by a qualified teacher.
- C. Teachers for whom the use of a car is a necessary condition of tutoring shall be paid at the rate set in Article 2-B.

ARTICLE 23
Negotiation Procedure

~~A. Negotiation of Successor Agreement~~

- ~~1. If the Association at the time is, and continues to be, the exclusive representative of all professional employees of the Tiverton School System in teaching and/or related activities, except per diem substitutes, below the rank of Vice Principal, then not later than ninety (90) days prior to the expiration of this agreement and consistent with Title 28, Chapter 9.3 of the General Laws 1966, as amended, the Board agrees to negotiate with the Association over a successor agreement on all matters concerning teachers' hours, salary, working conditions and all other terms and conditions of professional employment. Any agreement so negotiated will be reduced to writing and signed by the Board and the Association.~~
- ~~2. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. The Board and the Association will make available for inspection pertinent records of the Tiverton School System and the Association upon request. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations, at its own expense.~~
- ~~3. If the negotiations described in this Section A have reached an impasse, as defined in Title 28, Chapter 9.3 of the General Laws 1966, as amended, then the procedure described in that Chapter shall be followed.~~

- ~~B. Without prejudice to paragraph A-1 of this Article, the Board and the Association agree that all negotiable items have been discussed during the negotiations leading to the agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this 2007-2009 agreement or any extension thereof, except as provided in Article 29. Upon request the Association may discuss changes which are of mutual interest and concern that appear on the Board meeting agenda.~~

ARTICLE 24
Use of School Facilities

- A. The Association shall have the right to use school buildings according to policies established by the School Board for use of school buildings by the general public.
- B. 1. The Association will have the right to place notices, circulars and other material in teachers' mailboxes. Meeting notices and other Association notices may be posted on faculty bulletin boards.
- 2. It is expressly understood that no member of the Administration will assume responsibility for the posting or distribution of material for the Association or any other teacher organization.
- C. The Board shall provide suitable space for educational reference materials.

ARTICLE 25
General

- A. The Board shall not discriminate in any way against any teacher by reason of her/his membership in or participation in the activities of the Association, except in cases of strikes, work stoppages, work slowdowns, or other misfeasance or malfeasance or her/his exercise of rights granted under this Agreement.
- B. It is agreed that the Superintendent of Schools, or her/his designee, will meet and consult with the President of the Association and/or members of the Professional Rights and Responsibilities Committee at the request of either the Superintendent or the President of the Association to explore ways and means of improving the educational process in Tiverton.
- C. The parties shall mutually agree on a method of printing and distributing this agreement and the cost shall be borne equally.
- D. When the Superintendent is preparing the school calendar for consideration by the School Board, she/he will invite the President of the NEA Tiverton, or his designee to consult with her/him provided, however, and it is understood and agreed, that the school calendar shall be as fixed by the School Board in its sole and unreviewable discretion.
- ~~E. This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and give them full force and effect as school policy.~~
- F. The Association will represent teachers in the unit without discrimination on the basis of age, race, creed, color, religion, nationality, sexual orientation, gender identity, expression, or marital status and will represent equally all teachers in the unit without regard to membership or participation in any employee organization.
- G. The parties recognize that strikes, work stoppages, or work slowdowns by teachers are contrary to public policy, and subscribe to the principle that differences should be resolved by peaceful means. In accordance with state law the Association agrees that during the term

of this Agreement it shall not engage in a strike, work stoppage, or work slowdown against the Tiverton School Department.

H. The parties recognize that educational policy and its implementation are inevitably bound by and tied to fiscal budgetary considerations and agree that allocation of its funds is reserved to the Board. It is understood and agreed that no part or provision of this Agreement shall obligate or commit or have effect to obligate or commit the Board beyond the appropriation it receives from the Town Appropriating Authority for the operation and maintenance of the Tiverton School System.

I. In the event that any part or provision of this Agreement is in conflict with any law or regulation having the effect of law, such law or regulation shall prevail so long as such conflict remains.

J. It is recognized that the care, control, custody and management of the Tiverton School System is vested in the Board and is non-delegable.

K With the permission of the Superintendent, teachers may be allowed:

1. up to three (3) days for the purpose of attending conferences and workshops of an educational nature
2. up to two (2) days for the purpose of visiting other school systems and/or local schools.

A written report of such visitations and of such meetings or conferences shall be submitted to the Superintendent of Schools.

L. 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 waiver or modifications of any of the Agreements, terms or provisions contained in this Agreement by any teacher with the Committee.

The terms and conditions of this Agreement shall not be added to, deleted from, modified, amended, or altered in any way unless made in writing and signed by both parties.

M. Any deviation from the wording of this Contract, will be bilaterally decided by the administration and the Professional Rights and Responsibilities (PR&R) Committee of the Association, and such decision shall be made in writing and signed by both parties.

N. The Superintendent's office must be notified by February 10th of any anticipated request for change in the graduate stipend

O. Response to Intervention Team (RTI) Members shall be compensated twenty five dollars per meeting hour.

P. The parties acknowledge that this agreement represents the results of collective bargaining negotiations between the said parties conducted under and in accordance with the provisions of the Teacher Arbitration Act and constitutes the entire agreement between the parties for the duration of the life of said agreement.

ARTICLE 26
Grievance Procedure

A. Definition

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 a teacher 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 be processed in accordance with the procedure set forth hereinafter. Excepted here from, however, are matters concerning which the Committee has no power to act.
2. An "aggrieved person" is any person or group of persons making a claim under this article.
3. A "party in interest" is an aggrieved person, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the chairperson of the PR&R Committee or his designee.

B. Purpose

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

C. Procedure

Section 1.

Level One -A teacher with a grievance shall first discuss it with her/his appropriate supervisor either directly or with an Association representative with the objective of resolving the matter informally. If the grievance is not adjusted informally under the provisions of B-2, then it shall be presented by the teacher in writing. The supervisor's written disposition shall be returned to the teacher or his representative within five (5) working days of the presentation.

Level Two - In the event a satisfactory settlement is not reached following the five (5) day period as provided for in Level One, a teacher or her/his representative may, within (5) additional working days, present the grievance to the Superintendent of Schools. The Superintendent shall grant a hearing to the aggrieved and or her/his representative and return his written disposition within five (5) working days of the presentation.

Level Three - In the event a satisfactory settlement is not reached following the five (5) day period as provided for in Level Two, a teacher or her/his representative may,

within five (5) additional working days, present the grievance to the School Committee. The School Committee shall grant a hearing and render a written disposition to the teacher or her/his representative within ten (10) working days of the presentation. ~~All School Committee grievances will be heard immediately preceding the scheduled School Committee meeting.~~

Level Four - If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the Committee has heard the grievance, then within ten (10) calendar days after the completion of Level Three, she/he may:

- a. Pursue such method of review as may be established by law or regulation; or
- b. Demand that the grievance be submitted to arbitration.
- c. Election of one (1) of the above methods, (a) or (b) shall constitute a waiver of the other.

If the aggrieved person elects arbitration, the following procedure will be followed:

1. The grieving party shall, after so notifying the Committee, refer the issue to the American Arbitration Association.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
3. The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this Agreement or which usurps the functions of the Committee or the proper exercise of its judgment and discretion under law or regulation having the effect of law. She/he shall not alter or modify any policy or action of the School Committee or Superintendent which is consistent with the terms of this Agreement.

The general wage scale shall not be subject to arbitration. The decision of the arbitrator, if made in accordance with her/his jurisdiction and authority under this Agreement will be accepted as final by the parties to the dispute and both sides will abide by it.

4. Fees and necessary expenses of the arbitrator shall be borne equally by the Association and the Committee.

Section 2.

When it is necessary for an Association representative, member of the Grievance Board or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, she/he shall, upon notice to his supervisor and/or principal and to

the superintendent, be released, without loss of pay, in order to permit participation in the foregoing mentioned activities.

Section 3.

Grievances may be initiated by individual teachers or by the Association where a group of teachers feel aggrieved.

Section 4.

If a grievance is not filed in writing within thirty (30) school days after the aggrieved teacher knew or should have known of the act or condition on which the grievance is based, then the grievance shall be deemed to be waived.

ARTICLE 27
Cooperation

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

ARTICLE 28
Seniority and Displacement

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

In the event of two (2) or more teachers beginning on the same day, seniority shall be determined by the following tie breakers:

1. full time vs. part time;
2. the amount of time in the bargaining unit prior to this employment;
3. substitute service in Tiverton;
4. in the event a tie still exists after application of the above, the tie will be broken by reference to the order of appointment with the first person appointed being given the most seniority.

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 to work. Seniority shall not be broken by any authorized leave or layoff.

Each employee shall receive a position on the seniority list when hired and will maintain that position. All administrators presently on the seniority list shall remain on the seniority list. Any administrator promoted from within the bargaining unit shall remain on the seniority list in her/his position. Administrators hired from outside the bargaining unit shall not be on the seniority list. If a teacher of special education employed by the region in a classroom located in Tiverton is awarded a position in Tiverton, that teacher shall be credited for service in Tiverton on the seniority list.

Displacement

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

~~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.~~

~~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.~~

~~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.~~

~~Displaced employees shall continue the Displacement process by order of overall Seniority~~

~~All benefits to which a teacher was entitled at the time her/his layoff commenced, including unused sick leave, will be restored to her/him upon his return.~~

ARTICLE 29 **Early Retirement**

The School Committee and the Association hereby agree that the School Committee shall accept by resolution to the retirement board an incentive plan to provide supplemental payments for teachers who are eligible for a service retirement allowance at the time they retire, or who become eligible for a service retirement allowance subsequent to their retirement, as follows:

- A. 1. As an incentive to retire, the School Committee shall grant at time of retirement a lump sum payment not to exceed one hundred fifty dollars (\$150) for each year of service in that community, up to a maximum of thirty (30) years
2. Ten dollars (\$10) a day will be paid for any unused sick days up to a maximum of 181 days.

3. Each teacher must notify the School Committee by July 1 of the year in which she/he intends to retire. The incentive payment shall be paid to such teacher at date of retirement or at the time she/he becomes eligible for a service retirement allowance and no retirement contribution shall be made from such payment.
- B. Incentive payments under such plan shall not be included in the final salary of a teacher for the computation of the basic pension due from the retirement plan and such supplemental amount shall be computed as a separate item based on the existing pension formula, including three (3) year average, and such supplemental payment shall then be added to the teacher's basic pension amount.
- C. Supplemental payments under this section shall be applied, in the case of an option, after the optional annuity amount is determined, and shall be continued for the lifetime of the teacher only and not a beneficiary.
- D. Supplemental payments under this section shall not be included in the original pension allowance subject to any cost-of-living increase provided by S 16-16-40.
- E. The total of all supplemental payments to retired teachers under this section shall be reimbursable to the retirement board by the school districts on a monthly basis. Whenever any amounts due are not paid within thirty (30) days from the date due, the Board shall levy regular interest on such payments from date due to date of payment.
- ~~F. Early retirement incentive and supplemental payments shall be considered a reimbursable expenditure under the state aid formula for education modified as follows: a minimum reimbursement equal to fifty (50) percent of approved school incentive payments shall be guaranteed but in no instance shall a city or town receive less than ten (10) percent increase over its current entitlement percentage under the formula irrespective of whether said entitlement is less than or exceeds fifty (50) percent, provided that such reimbursement to the school district shall be made in the subsequent fiscal year that such incentive and supplemental payments are made.~~

ARTICLE 30
State Mandates

- A. The Senior Project Coordinator shall have her/his daily schedule reduced by one teaching period and one duty period. In the event the Coordinator has no scheduled duty periods, an equitable adjustment will be made so as to provide two periods per day for the purpose of the Senior Project Coordinator's responsibilities.
- B. In order to fulfill the RI Department of Education's regulations for restructuring the learning environments at the middle and high school levels, all professional staff in grades 5-12 will act in the capacity of a student advisor within the school day. For the purpose of complying with these regulations "Advisories" shall be defined as structures for students to meet throughout the academic year with a minimum of one single adult, in addition to the school guidance counselor, in an environment with sufficient time and opportunity to support

student achievement in the academic, career and personal/social domains. Each staff member will be knowledgeable about students' social/emotional, academic, and career goals as well as supports each students' progress towards graduation.

C. In order to fulfill the RI Department of Education's regulations to develop a district plan to mentor teachers who are new to the district and for those teachers who are transitioning to a new position within the district, the Tiverton School Department will have the following positions provided appropriate federal funding:

1. District Mentoring Coordinator
2. Building Level Mentoring Facilitators (one (1) per building)
3. Mentor Program Trainer

D. Nothing in this agreement shall be construed so as to prevent the Tiverton School Committee from complying with the regulations of the Board of Regents for Elementary and Secondary Education and/or the directives of the Commissioner of Education issued pursuant to R.I.G.L. § 16-7.1-1 et seq. If such action is taken, the Tiverton School Committee shall provide thirty (30) days' notice to the Union President to negotiate regarding the effects of such bargaining. At the end of said thirty (30) days, said action will be implemented.

ARTICLE 31 Duration

The provisions of this Agreement shall be effective as of September 1 2007 and will continue and remain in full force and effect until August 31, 2009. ~~Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one (1) year unless either the School Committee or the Association gives written notice to the other not later than December 1 of the year prior to the aforesaid expiration date, or any anniversary thereof, of its desire to reopen the Agreement and to negotiate over the terms of a successor Agreement.~~

In Witness Whereof, the parties hereunto set their hands this ___ day of _____ 2009.

President NEA Tiverton

Tiverton School Committee, Chairperson

APPENDIX A

Club advisors (e.g., ski club and the like) shall be reimbursed by the School Board for personal expenses incurred during the exercise of their supervision (e.g., field trips) at the discretion of the Superintendent of Schools.

APPENDIX B
Health Insurance Upon Retirement

Health benefits for retirees shall cease at age 65. Eligibility for receipt of benefits after retirement shall be made available under the following two (2) options and conditions thereof:

- Option 1 : An employee is eligible to receive medical benefits providing that the employee meets all the conditions of the State Retirement system to determine retirement eligibility and that the employee has a minimum of twenty (20) years of permanent certified employment in the Tiverton School system. The cost for said benefits shall be borne equally.
- Option 2: An employee is eligible to receive medical benefits providing that the employee meets all the conditions of the State Retirement system to determine retirement eligibility, that the employee has a minimum of twenty (20) years of permanent certified employment in the Tiverton School system and where the age of the retiree and years of service at retirement equal at least eighty (80). The cost for said benefits shall be paid at the rate of seventy-five percent (75%) by the school department and twenty-five percent (25%) by the retiree.

Memo of Agreement
Job Fair

The parties hereby agree to implementation of a "Job Pair" program and to meet to mutually discuss the format of said program.

Memo of Agreement President and Vice-President

~~The President of N&A Tiverton shall be relieved of two (2) non planning periods each day for the attention of Union/School Committee business. The Vice President shall be relieved of one (one) non planning period each day for the attention of Union/School Committee business. The parties shall meet to discuss what accommodation to schedule is possible.~~

CONTRACT

Between

NEA TIVERTON

And

**THE TIVERTON
SCHOOL COMMITTEE**

