

STATE OF RHODE ISLAND
BEFORE STATE LABOR RELATIONS BOARD

		x	
		x	
In the MATTER of		x	
		x	
South Kingstown School Department	Employer	x	
- and -		x	CASE NO. EE- 1669
		x	
		x	
South Kingstown Teachers Association	Petitioner	x	
		x	

CERTIFICATION OF REPRESENTATIVES

Pursuant to a Consent Election by and between South Kingstown School Department and South Kingstown Teachers Association the Rhode Island State Labor Relations Board held an election on November 18, 1966 by secret ballot of All certified teachers engaged in teaching duties excluding Superintendent, Assistant Superintendent, Principals, and Assistant Principals

On the basis of the election of said employees as aforesaid, the South Kingstown Teachers Association has been designated by a majority of said employees of South Kingstown School Department as their bargaining representative.

The Rhode Island State Labor Relations Board by virtue of and pursuant to the powers vested in said Board by 28-7-16, General Laws of Rhode Island, 1956, it is hereby:

CERTIFIED, that the South Kingstown Teachers Association has been designated and selected by a majority of the certified teachers engaged in teaching duties excluding Superintendent, Assistant Superintendent, Principals, and Assistant Principals

as their sole representative for the purpose of collective bargaining and that pursuant to the provisions of 28-7-16, (1) of the Act, the South Kingstown Teachers Association

is the exclusive bargaining representative of said employees for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

RHODE ISLAND STATE LABOR RELATIONS BOARD

Harry T. Brett
CHAIRMAN

Armand E. Reusz
MEMBER

Samuel Bennett
MEMBER

Providence, R. I.
November 25, 1966

South Kingstown School Department
South Kingstown Teachers Association

AGREEMENT

BETWEEN

NEA/SOUTH KINGSTOWN

AND

**SOUTH KINGSTOWN
SCHOOL COMMITTEE**

2020 - 2023

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ARTICLE 1

RECOGNITION OF COMMITTEE AND ASSOCIATION

- A. The South Kingstown School Committee and the National Education Association/South Kingstown, hereinafter referred to as the Committee and the Association respectively, recognize that said Committee is created by law as agent for the State of Rhode Island to control and to manage the schools of the Town of South Kingstown as may be prescribed by Title 16 of the General Laws of Rhode Island and that said Committee members are the elected representatives of the people of South Kingstown. The Committee and the Association recognize that teaching is a profession. Both parties or their agents agree to meet jointly for the purposes stipulated within the framework of the School Teachers' Arbitration Act, Chapter 9.3, Title 28 of the General Laws of Rhode Island, as amended.
- B. Management Rights. Except to the extent that any other portion of the Agreement is to the contrary and consistent with the provisions of Article I, the management rights in the operation of the school system rest with the Committee and its administration.
- C. In accordance with the School Teachers' Arbitration Act, the Committee hereby recognizes the Association as the exclusive representative of all certified teaching personnel of the South Kingstown School System engaged in teaching duties; specifically excluding therefrom the Superintendent, Assistant Superintendent, principals, assistant principals and those employees in the employee schedule attached hereto and per diem substitute teachers. Per diem substitute teachers shall be defined as those substitute teachers who are employed for less than ninety (90) consecutive days in the same teaching assignment. All other teachers shall be covered by this Agreement

ARTICLE 2

DISCRIMINATION AND COERCION

- A. The Committee and the Association recognize the right of teachers to join or not to join an organization designed to promote their economic and professional welfare in matters as prescribed by and in accordance with the School Teachers' Arbitration Act. Further, the Committee and the Association shall not discriminate against any teacher who prefers not to join any teacher organization.
- B. Agency Shop. Where certified public school teachers have selected an exclusive bargaining representative organization, all non-members of the exclusive bargaining representative organization shall pay to the exclusive bargaining representative organization a service charge as a contribution toward the collective bargaining procedures involved in securing a contract and the administration of any collective bargaining agreement.

Prior to October 15 of each year, the Association will furnish to the Superintendent of Schools, a list of teachers in the bargaining unit who have chosen not to become active

members of the NEA-SK/NEARI/NEA. The Union will notify the Superintendent of the amount of agency fee. The Committee will cause a sum equal to the stated charge to be deducted in equal amounts from the next ten (10) paychecks. If a teacher is employed after October 15, a sum equal to the stated charge will be deducted from the last paycheck paid prior to June 30. If a teacher terminates employment during the school year, the Committee shall deduct any agency fee remaining to be collected.

The Association agrees to indemnify and hold the Committee harmless against any or all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Committee for the purpose of complying with the provisions of this Section.

ARTICLE 3

TEACHER EVALUATION

- A. No teacher shall be disciplined, reprimanded, suspended without pay as a disciplinary measure, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- B. Teachers shall be evaluated using the Rhode Island Model Teacher Evaluation and Support System Edition IV, or current edition as it may change from time to time.
- C. Support professionals shall be evaluated using the Rhode Island Model Support Professional Evaluation and Support System Edition III, or current edition as it may change from time to time.
- D. Any teacher or support professional new to the district shall be evaluated regardless of their evaluation rating in any previous district. Annual evaluations shall continue for the first two years for those teachers who have earned tenure in a previous Rhode Island district and for the first three years for those teachers who did not earn tenure in a previous Rhode Island district. Teachers who work less than 135 days will be evaluated as determined by the DEC.
- E. Notwithstanding the provisions above, all non-tenured teachers and non-tenured support professionals shall be evaluated annually.
- F. Notwithstanding the provisions above, a teacher or support professional shall be evaluated during their first year teaching under a new teaching certificate regardless of tenure.
- G. Areas of the Rhode Island Model Teacher Evaluation and Support System that call for Local Education Agency (LEA) flexibility will be addressed by the District Evaluation Committee including: pre- and post- conferences, complementary evaluators, providing procedural safeguards to ensure the integrity of the system, the length of evaluation conferences, schoolwide approaches to professional growth goals, the scheduling of announced visits, artifact review processes and timelines, and Measures of Student Learning process. Flexibility decisions approved by the District Evaluation Committee, as they may change from time to time, shall be considered an addendum to this contract.

H. A District Evaluation Committee (DEC), will consist of the Superintendent and Association President or his/her designee from the elected executive board. The Superintendent will duly appoint five (5) administration representatives and the President will duly appoint five (5) teacher representatives.

The duties and responsibilities of the DEC shall be as follows:

- Identify and plan for necessary training/support to certified district staff and their evaluators who are new to the district each year.
- Solicit and review ongoing feedback to consider improvements and implement changes to the district's implementation plans.
- Develop and implement an appeals process to ensure the integrity of the evaluation system, as required by RIDE guidelines, but subject, however, to the provisions in paragraph I below.

I. Teachers may challenge their final effectiveness rating through the appeals process determined by the DEC; provided however, that any results of said appeals process are nonbinding on the Superintendent and Committee, and are purely advisory to the Superintendent, who shall have final authority to accept or reject, in whole or in part, all results of the appeals process. Should a teacher be aggrieved by the Superintendent's determinations as to their evaluation, then they shall resort to the grievance and arbitration procedures in this Agreement by submitting the grievance at Step 3.

ARTICLE 4

TEACHER FILES

- A. All teacher files shall be maintained at the administration building under the following circumstances:
1. With the exception of references and information obtained in the process of evaluating a teacher for employment, no material derogatory to that teacher's conduct, service, character, or personality shall be placed in the files unless the teacher has had an opportunity to read it. The teacher shall acknowledge his/her reading of the material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature signifies merely that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
 2. The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by the Superintendent and attached to the file copy.
 3. The teacher shall be given access to his/her file upon request, excluding references and information obtained in the process of evaluation for employment.

4. The teacher, upon receipt of a written request, shall be furnished a reproduction of any material in his/her file, excluding references and information in the process of evaluation of the teacher for employment, within ten (10) calendar days of the receipt of the request.
5. All documents pertaining to a teacher's evaluation shall be maintained in the teacher's file.
6. Any formal complaints regarding a teacher made to the Administration by any parent, student, or other person shall be promptly called to the teacher's attention, in writing, with a copy of the formal complaint attached. A formal complaint shall be understood to mean a complaint made directly to the teacher's immediate supervisor, building principal, Superintendent of Schools, in writing.
7. In the event that the Administration finds it necessary to take disciplinary action regarding a teacher, the Administration shall take care to avoid communicating such action to the teacher in the presence of students or other staff members (except for the presence of Association representatives), unless the Administration needs to take immediate action and it is not feasible to communicate such action confidentially.

ARTICLE 5

VACANCIES, TRANSFERS, & PROMOTIONS

A. Definitions/Scope of Article

1. This Article shall not apply to Team Leader positions.
2. A permanent vacancy is defined as any new or existing bargaining unit position, either full time or part time, caused by death, resignation, retirement, promotion, discharge, creation of a new position or second year leave of absence, which lacks an incumbent and which the Committee intends to fill for at least a full school year.
3. Promotional positions are defined as:
 - a. positions paying a salary differential (including Department Head and Instructional Coordinator positions) and
 - b. positions on the Administrator - Supervisory level.
4. A temporary vacancy is defined as any new or existing bargaining unit position which lacks an incumbent and which the Committee intends to fill for a minimum of 90 school days to a maximum of 180 school days.

- B. The posting of such vacancies shall be done annually June 1st or upon approval of the SKSD budget by the School Committee, whichever comes first, provided a petition for a referendum has not been filed to reduce the budget. All postings shall include at a minimum a description of the position requirements, i.e., title, certification, grade level for elementary and the position location.
- C. Educators who have been involuntarily transferred, other than for reasons of job performance, shall be given preference for any vacancy that occurs in the identical position from which that teacher was involuntarily transferred, provided the identical position becomes available prior to the first day of school in the immediate year subsequent to the transfer. Thereafter, said position shall be offered in the subsequent job assignment process.
- D. Voluntary transfers and assignments shall be based upon the following Performance Seniority Experience (PSE) Matrix, with the position awarded to the educator with the highest score from among interested candidates. Where two or more applicants have the same score, seniority shall be the deciding factor. No selection shall be allowed under this procedure if the final effect causes the blocking of the recall of a teacher on the suspension/recall list.

Most Recent Evaluation Rating	Point Value	Relevant Experience	Point Value	Seniority	Point Value
Highly Effective	6	3 or more of the last 5 yrs. in the position at the same level	5	25 yrs. or more	5
		3 or more of the last 5 yrs. in the position at a different level	4	20-24 yrs.	4
Effective	4	Less than 3 of the last 5 yrs. in the position at the same level <u>or</u> less than 3 of the last 5 yrs. in the position at a different level	3	15-19 yrs.	3
		Developing	2	No experience in the position in the last 5 yrs., but some previous experience	2
Ineffective	0	No previous experience in the position	0	4-9 yrs.	1

Note 1: Teachers must be rated developing or better on the last three (3) evaluations and cannot be on a performance improvement plan and/or on notice of layoff for performance reasons.

However, a teacher on a Plan may be deemed developing and eligible to apply for a voluntary transfer if so approved after a meeting with the Superintendent or designee.

Note 2: Relevant experience levels are defined as High School, 9-12, Middle School, 6-8, Upper Elementary School, 3-5, Lower Elementary School, PK-2.

Note 3: Job assignments will be based upon the matrix. However, a teacher who has been evaluated and received a developing or ineffective rating may not request a transfer unless approved by the Superintendent or designee.

- E. Once all vacancies and any vacancies resulting from voluntary transfers have been offered to staff members, the process shall end, and all remaining vacancies shall be advertised and offered to the general public. Newly-hired teachers selected for these posted positions shall become full members of the bargaining unit with all rights of seniority and recall.
- F. Vacancies which are created after the June Job Assignment Process and prior to the start of the school year shall be posted to members electronically for a period of ten (10) calendar days, unless a shorter posting period is agreed to by the Superintendent and the NEA/SK. Members who are interested in such positions will notify the superintendent of their interest by completing and submitting a PSD Matrix Form. Positions will be filled consistent with this Article upon review of the PSD Matrix forms by the Superintendent and the President of the Association.
- G. Teachers shall be consulted regarding any changes in their programs and schedules, including the schools to which they will be assigned, levels and/or disciplines that they will teach, and any special or unusual classes or assignments they will have. These assignments and transfers will not be arbitrary, and the Administration must show good cause for any change in assignment or transfer. The School Department agrees to provide the teacher with materials, curriculum and briefing necessary to adjust to any of the above-mentioned circumstances.
- H. Not later than one (1) week following the Job Assignment Process, the Superintendent or designee shall make available to the Association a list showing the names of all persons who have been reassigned or transferred and the nature of such reassignments or transfers.
- I. Any vacancy noted below will not be filled by the job assignment process but will be offered to members of the bargaining unit. The interview search committee (which is charged with making a recommendation to the Superintendent) will be composed of an equal number SKSD administrators and teacher representation to be chosen by the Association. Bargaining unit members will be given preference for these positions as long as they are qualified. In the event that two candidates are equally qualified for the position, as determined by the Superintendent, the Superintendent shall appoint the most senior of such applicants to the position. In the event that there are no qualified candidates from the bargaining unit, the administration will then open the position to outside candidates. These positions include the following Deans, Academic Coaches, Interventionists, Guidance Counselors and CTE Coordinator(s). For the first two years, teachers filling these positions (except Guidance Counselors) will be considered to be on a leave of absence from their position. They will have the opportunity to return to their exact position after the first year, and after the second year teachers filling these positions can return to a position but not their

exact position. Any time after the two year period_ they would need to attend the job assignment process to obtain a voluntary transfer.

J. Department Head/Instructional Coordinator positions

Department Head/Instructional Coordinator positions will not be filled through the Job Assignment process. If a Department Head/Instructional Coordinator position becomes vacant on or after the effective date of this Agreement, the position will be posted in accordance with the provisions of Section K. 1 below and will be filled through an application process. The Superintendent shall have the right to select the most qualified applicant for each position. In the event that the two most qualified candidates are equally qualified for the position, the Superintendent shall appoint the most senior of such applicants to the position.

K. Vacancies Occurring During the School Year

1. All vacancies (as defined above) and promotional vacancies that occur during a school year shall be published by electronic notice to be delivered to the Association President and posted in every building.
2. During the school year, no vacancy (as defined above) or promotional vacancy shall be filled permanently until a notice of such vacancy has been electronically posted for ten (10) working days, unless a shorter posting period is agreed to by the School Committee and the NEA/SK. A vacancy which is electronically posted with less than ten (10) days remaining in the school year, shall be posted for the remainder of the school year. Postings which occur during the summer will be electronically posted to all teachers with a fifteen (15) day posting period.
3. Qualifications and other pertinent information shall be set forth in notices of vacancies.
4. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status and without regard to membership or non-membership in the Association.

L. Transfer - Involuntary

1. When involuntary transfers are necessary, a teacher shall not be assigned to a position outside his/her area of certification.
2. Notice in writing of proposed involuntary transfers shall be given as soon as possible to the teachers involved immediately upon knowledge of such transfers, and whenever possible not later than three (3) days prior to the close of school in June, in accordance with Article 10, A.

3. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his/her designee) at which time the teacher shall be notified in writing of the reasons for the transfer.
4. The Committee and the Association recognize the prerogative of the Committee, through its Superintendent, to place teachers within the school system where they will best serve the interest of the school system. No teacher shall be transferred involuntarily without good cause.
5. No involuntary transfer shall be made subsequent to October 1 of the school year in which the transfer is to become effective except in an emergency situation.
6. All vacancies shall be filled by voluntary transfers whenever possible.

ARTICLE 6

TEACHING HOURS AND TEACHING LOAD

- A. 1. The regular workday for teachers shall be seven hours.

At the elementary level, fourteen (14) minutes will be before the start of the student's regularly scheduled school day and fourteen (14) minutes after the end of the students' regularly scheduled school day.

At the middle school level, fifteen (15) minutes will be before the students' regularly scheduled school day and fifteen (15) minutes after the end of the students' regularly scheduled school day.

At the high school level, fifteen (15) minutes will be before the start of the students' regularly scheduled school day and fifteen(15) minutes after the end of the students' regularly scheduled school day.

All staff shall report to their teaching/work stations at the beginning of their regular work day according to the following schedule:

Elementary Schools - at least fourteen (14) minutes prior to the start of classes

Middle Schools - at least fourteen(14) minutes prior to the start of classes

High School - at least fifteen (15) minutes prior to the start of classes

2. During the aforementioned time periods, teachers will be available to provide professional services. Specific use of this time is at the discretion of the teacher and teachers will not be assigned by building principals to duties during this time.

3. Teachers may agree to remain beyond the herein prescribed school day if so requested by the principal.
4. No arbitrary or unreasonable changes in starting and/or ending times will be made once the school year commences.
5. So long as the Committee expects teachers to conduct parent-teacher conferences at the elementary level, the Committee shall schedule, subject to the approval of the Commissioner of Education, parent-teacher conferences as follows:
 - a. Grades K-5 - one (1) full day per year provided by released time, to the extent that the structure of the kindergarten program is a full day program.

A teacher may adjust his/her schedule on the parent conference day in order to accommodate evening meetings, provided that no teacher's work day shall end later than 9 p.m. and no teacher's work day shall be greater than 6 hours and 40 minutes (plus a 2-hour meeting from the 11-hour total meeting time as provided in Article 6.). Such adjustment shall be done to assure reasonable access to a conference for all parents.

- b. For DLI (Dual Language Immersion) elementary classrooms only, one day of substitute coverage will be provided to both the bi-lingual teacher and English only partner. The parent conferences will take place during the day only and substitute coverage will be provided for both teachers.

ELEMENTARY SCHOOL PROFESSIONAL LEARNING COMMUNITY (PLC)

6. Professional Learning Community (PLC) Meeting Time will be scheduled after school to assist in developing focus initiatives surrounding student performance and instruction.

This scheduling provides flexibility for special education staff to participate in grade level PLC.

Grade level teams in each building at the elementary level, SKIP educators, therapists and itinerants will meet three Thursdays of the month. Elementary PLC will be scheduled in conjunction with Faculty meetings under section of M of this Article so that these meetings will occur every 4 out of every 5 Thursdays. The association recognizes that, at times, vertical articulation may be required and would allow flexibility for opportunities for PLCs at various elementary grade levels to meet and collaborate during the Thursday meetings.

All elementary staff will meet each four out of every five (5) Thursdays of the month, three Two (2) of these meetings will be Faculty/Professional Development meetings (one Faculty meeting per section M of this Article) which will be sixty (60) minutes in length. PLC meetings which will be forty (40) minutes in length. Itinerant teachers will be

assigned a PLC at the discretion of the principal and will be notified of their assigned PLC prior to the start of the school year.

Expectations of the Work

1. Each Elementary school principal in collaboration with PLC Coordinator facilitators shall design the organizational model for facilitation of PLC. This will include: creation of agendas and collection and distribution of minutes.
2. The teams of teachers will work on the implementation of core standards in conjunction with the district's strategic plan.
3. Goals will be set taking into account student performance on local and state assessments as well as school improvement goals.
4. Teachers will identify student learning gaps, collectively strategize how to address the gaps in student performance, create common formative assessments that will be used and scored in consistent ways, and then review the data to determine if student achievement increased.
5. Results will elucidate areas where future instructional experience requires modification.

The following PLC coordinator positions will receive a stipend of \$750 each, per year, disbursed in two equal payments within the second pay period of December and May. Every elementary school shall have a minimum of 5 PLC coordinators (1 per grade level). There will be a minimum of 1 PLC Coordinator for itinerants, and a minimum of 3 PLC Coordinators at Broad Rock for Grade 5.

B. HIGH SCHOOL COMMON PLANNING. The School Committee may move high school common planning time to the end of the day, provided it develops a transition plan for students and presents the plan to the faculty by March 1 of the school year preceding implementation.

C. The work year for teachers shall consist of not more than 182 days, as follows:

Elementary and middle schools: 180 instructional, 1 professional development day, 1 parent-teacher conference day.

The current school year of one hundred eighty two (182) days (of which one hundred eighty (180) are instructional days) shall remain unchanged; however, one (1) professional development day at the high school shall be eliminated and replaced by a Senior Project Review day. In the event that Senior Project Review requires less than a full day, the remaining time shall be devoted to professional development.

Senior project review day shall be a non-school day for students including only those students involved in the project review.

The district shall provide Senior Project Review training for those individuals who will participate in assessing Senior projects.

The structure of the professional development days will be determined by the District in conjunction with teachers and/or within each school by the faculties and the school administration. There shall be notice of at least one week for professional days and the notice shall be accompanied by an agenda. In the instance of extreme emergency, the notice period may be waived.

For each of the first two years of employment, new teachers may be required to attend additional orientation sessions up to the following:

- (1) two full days or twelve (12) hours to be used within the two weeks prior to the beginning of the work year; and
- (2) a maximum of four hours to be used anytime during the school year, outside the workday and immediately following the end of the workday. And
- (3) an additional twelve (12) hours of professional development paid at the curriculum rate if needed, to be used at any time during the school year outside the workday.

<u>Orientation Day</u>	<u>Appropriate travel time must be allotted between meeting locations</u>	
<u>High School</u>	<u>1 hour Superintendent, 1 hour union meeting, 1 hour building meeting</u>	<u>Up to 3 Professional Development hours from Article 6.N.6 may be added to Orientation Day if agreed upon by the last faculty meeting of the preceding year</u>
<u>Middle Schools</u>	<u>1 hour Superintendent, 1 hour union meeting, 1 hour building meeting</u>	<u>Up to 3 Professional Development hours from Article 6.N.6 may be added to Orientation Day if agreed upon by the last faculty meeting of the preceding year</u>
<u>Elementary Schools</u>	<u>1 hour Superintendent, 1 hour union meeting, 1 hour building meeting</u>	<u>Up to 3 PLC hours from Article 6.A.6 may be added to Orientation Day if agreed upon by the last faculty meeting of the preceding year.</u>

D. Lunch Periods:

1. The elementary school duty-free lunch period shall be no less than thirty (30) minutes.
2. The middle school duty-free lunch period shall be no less than thirty (30) minutes.
3. The high school duty-free lunch period shall be no less than twenty-two (22) minutes.

- E. In addition to homeroom duty, middle school and high school teachers shall not be assigned more than twenty-five (25) teaching periods per week. For the purposes of this section, the conducting of a regularly-scheduled and assigned club or tutorial period during school hours in excess of twenty-five (25) periods shall count as a teaching period and shall be compensated in accordance with agreement of the parties. At the middle and high school level, homeroom may include student advisory activities. Homeroom at the High School shall be renamed Advisory.

Advisory activities will be subject to ongoing development, and the ratio of teachers to students shall be no more than 2:26/1:13. In recognition that occasionally unpredicted enrollment may necessitate exceeding this ratio, an individual teacher cannot have an excess of more than two students. For an overage that includes a second student for any given teacher in advisory, compensation will be given at a rate of \$2.00 per student, per day. For every day the advisory class size exceeds the contractual limit by 2 students, payment will accrue and will be received at the conclusion of the school year. Determination of overages will be made between the principals and the department chair.

The Parties agree that a committee (Advisor/Advisee Committee) shall be established to examine Advisor/Advisee and to make recommendations to the faculty. The requirements imposed upon the Advisor/Advisee program shall only be those established by the Rhode Island Department of Education, and those recommendations of the committee to which the faculty consents.

- F. Teachers in grades 6-12 shall not be required to teach more than two (2) subject matter areas.
- G. Teachers shall be permitted to leave the building during unassigned periods only after signing out with the principal or his/her authorized agent and must sign in again at the end of the period.
- H. Teachers' participation (without compensation) in extra-curricular activities shall be strictly voluntary.
- I. Teachers shall be required to leave each day lesson plans, schedules, seating plans, or other information for three (3) days. If a teacher has a planned absence of longer than one week,

the teacher will leave lesson plans for the first full week of the planned absence, plus a general outline of material to be covered beyond that week for up to three weeks.

J. Unassigned Time

1. It is understood that when a teacher in a special area is in charge of a class the general education elementary teacher may leave the classroom. The unassigned time provided by these special area teachers shall be given on different days of the week. The School Committee will use its best efforts to find a substitute for any teacher in a special area who may be absent for any reason.

Each general education elementary teacher shall receive 160 minutes per week of such unassigned time, in blocks of at least thirty (30) consecutive minutes. The unassigned time shall be scheduled on at least three (3) different days of the week and reasonable efforts shall be made to give it on four (4) different days of the week. Special programs shall not interfere with a teacher receiving unassigned time as long as the itinerant teacher is supervising the students. Before and after school shall not be considered as unassigned time.

2. By mutual agreement between the general elementary education teacher and the principal, the teacher may observe a special area teacher and equivalent unassigned time shall be scheduled within twenty (20) working days of the observation.
3. Elementary based itinerants (physical education, music and art) shall receive 160 minutes of unassigned time during each week. Elementary special education teachers shall receive 160 minutes of unassigned time in each week. The School Committee will use reasonable efforts to provide such unassigned time in blocks of at least fifteen (15) minutes, which shall be exclusive of student passing time between classes. Before and after school shall not be considered as unassigned time.

- K. The Committee and the Association acknowledge that a teacher's primary duty is to teach, and that his/her energies should to the extent possible, be utilized to this end. Both the School Committee and the NEA/SK acknowledge that teachers share in the responsibility for supervising students throughout the school day (including corridor passing time and student arrival and dismissal) and are committed to promoting student safety.

1. In recognition of school safety, elementary school teachers will make every reasonable effort to escort students between classes and to the dismissal area. The schedule will be determined by the teachers involved.
2. Within each Middle School and within the High School, teachers shall spend a total of thirty minutes per week in performing roving supervisory duty, as assigned by the Principal. Such roving responsibility will not include supervision of playgrounds, lunch duty, bus loading-unloading, study halls and/or commons. The roving responsibility will occur during the Learning Center time at the High School

and will occur during one of the administratively determined common planning periods at the Middle Schools.

3. Teachers may volunteer to perform supervisory responsibilities in addition to those set forth above.

- L. It is understood and agreed that at the High School any unassigned period provided by a release from non-professional tasks will be used for the following professionally related activities:

1. Teacher Learning Center

Teacher Learning Center (TLC). TLC consists of multidisciplinary teams of teachers who meet during an unassigned period.

- TLC groups meet once every 4 days
- Administration, in conjunction with TLC Facilitators, will develop focus initiatives for the year.
- TLC facilitators will set goals for their groups' work for the year (that are aligned to school focus initiatives). Goals will be approved by administration.
- Facilitators will be responsible for providing evidence of goal achievement in the form of quarterly logs.
- The group of TLC facilitators will meet with the principal at least quarterly.

The role of administration is to provide scaffolded support, including ongoing facilitator training, to TLC groups in order to promote and assure effective work.

Facilitator stipend: \$750.00

2. Personalized Learning Time (PLT)

Personalized Learning Time (PLT). PLT is a structured time for students to have the opportunity to pursue individual needs and interests to ensure they get the most out of their educational experience.

- Teachers will teach 5 classes (out of 8 student blocks)
- Teachers will receive 1 planning block each day
- For the remaining block teachers will be assigned to PLT/TLC
- Roving duties will take place during the PLT block, on a rotational basis, as needed, distributed by building administration, amongst the faculty in a fair and equitable manner.
- These assignments will be made to ensure that equity is achieved for teachers with regard to the amount of time they are assigned to each.

M. Faculty Meetings

Middle and High School teachers are required to attend a maximum of eleven (11) faculty meetings per year, one of which may be in the evening, at the discretion of the principal for such activities as parent-teacher conferences, open house, science fairs, parent nights, and other non-supervisory activities. The duration of faculty meetings, excluding the evening meeting, shall not exceed 60 minutes, except agreed otherwise by a majority of the attending faculty. Open house shall not exceed one-hour and 45 minutes.

Elementary teachers are required to attend a maximum of ten (10) faculty meetings per year (one per month). The duration of faculty meetings shall not exceed 60 minutes, except agreed otherwise by a majority of the attending faculty.

There will be a notice of one week for such meetings and the notice shall be accompanied by an agenda. In the instance of extreme emergency, the notice period may be waived. Attendance at such meetings may be waived for a reasonable excuse by the building principal. Intramural activities shall not interfere with scheduled faculty meetings.

Special Education staff may be required to attend up to five (5) special education faculty meetings, of which three (3) shall be in lieu of building faculty meetings and two (2) shall be in lieu of two (2) of the meeting hours referenced in Article 6 Section N. 1.

In lieu of three faculty meetings, itinerant staff, nurses, therapists & specialists, have the option of meeting as a districtwide department with preapproval from the Assistant Superintendent and/or the Director of Pupil Personnel provide they submit a plan of scope of work no later than Sept 15th and approval will be granted no later than October 15th.

N. Department/Team/Elementary Staff Meetings

1. Middle School and High School Faculty shall participate in eleven (11) hours per year for orientation and after school meetings as follows:
 - a. Orientation Day. All grade levels shall attend one two-hour meeting for orientation prior to the opening of school. The two-hour orientation meeting shall occur on either the Wednesday or Thursday prior to Labor Day when the school year begins after Labor Day. There will be a notice of one week for such meetings and the notice shall be accompanied by an agenda. In the instance of extreme emergency, the notice period may be waived.
 - b. Middle School: In addition to the orientation day (above), there will be nine one-hour meetings to be used for professional development.
 - c. High School: In addition to the orientation day (above), there will be three one-hour meetings to be used for professional development.

- d. There will be an agenda provided at least one week in advance for such meetings. In the instance of extreme emergency, the notice period may be waived.
2. Elementary School Faculty shall participate in orientation and after school staff meetings as follows:
 - a. Orientation Day. All grade levels shall attend one two-hour meeting for orientation prior to the opening of school. The two-hour orientation meeting shall occur on either the Wednesday or Thursday prior to Labor Day when the school year begins after Labor Day.
 - b. In addition to attending the Orientation Day (above), for elementary teachers there shall be two (2) hours of Open House (one hour for preparation, one hour for implementation) and two (2) hours of parent teacher conferences. All elementary staff will meet four out of every five Thursday two of these meetings will be PLC meetings which will be sixty (60) minutes in length. Itinerant teachers will be assigned a PLC at the discretion of the principal and will be notified of their assigned PLC prior to the start of the school year. One (1) meeting will be a monthly faculty meeting, which will be sixty (60) minutes in length. One PLC meeting will be a professional development meeting sixty minutes in length occurring on a Thursday, directly after the end of the school day from 3:20-4:20 pm. PLC meetings will also commence directly after the end of the school day on Thursdays of each week, from 3:20pm -4:20 pm. Designated days and times for these meetings will be consistent within the school calendar year and teachers will be provided two weeks' notice prior to the end of the previous school year.
3. Faculty attendance is mandatory, unless otherwise excused by the Administration or when discharging recognized paid leave (i.e., sick leave, personal leave).
4. For middle School no fewer than seven of the meetings shall be devoted to professional development, instructional improvement priorities and building and district improvement priorities. Three of the meetings shall deal with departmental, team, grade level or other faculty subgroup issues.
5. For high school, the three meetings shall be devoted to professional development, instructional improvement priorities and building and district improvement priorities.
6. During the preceding year a tentative yearly schedule/agenda (including the content of meetings) shall be developed in cooperation between the respective building principal and:
 - a. the Department Chairs at the secondary level, no later than the last May department chair meeting;

- b. the Instructional Coordinators at the middle school level no later than the end of May; and
- c. PLC facilitators at the elementary level no later than the end of May.

The schedules shall be forwarded to the Association president as soon they are developed, but in any case no later than the end of the second week of the school year.

- 7. Faculty members not assigned to a specific department or team shall meet as a group with the building principal to set a yearly schedule/agenda (including the content of meetings) and shall not be assigned to a meeting that is not adjacent to their normal school day.
 - 8. All Teachers shall receive a stipend for attendance at the aforementioned meetings equal to 11 hours of their per diem rate of pay (1/182nd). Unauthorized absences shall result in an hour-for-hour reduction in the stipend. A decision by the School Committee, Superintendent or other Administrator to reduce the number of meetings or cancel any meeting shall not affect teacher stipends under this provision.
- P. Teachers whose assignments require travel between buildings during the school day shall be compensated at the same per mile rate as adopted by the Town of South Kingstown. Reasonable effort shall be made to schedule elementary itinerant teachers (music, PE, art, library) in no more than two (2) schools per day. Such teachers shall have opportunity for input in their schedule. If a dispute arises between the principal and an itinerant over the schedule, the itinerant can appeal to the superintendent.

For safety reasons for teachers and to maximize instructional time for students, itinerant and specialists regular daily travel to more than two building should be avoided if possible. The scheduling of regular mid-day travel should be discouraged if possible. The itinerant or specialists shall not be disciplined for arriving late, if driving conditions require additional travel time.

- Q. Teachers in grades 6-12 may volunteer to cover another teacher's class in the absence of the regular teacher. Teachers covering such classes shall be compensated at the rate of \$25 per class period covered.

R. Middle School Teachers

- 1. Teaching Load. In accordance with the provisions of Article 4, Section C, Middle School teachers will not be assigned more than twenty-five (25) teaching periods per week.

2. Common Planning Time. Teachers on Middle School teams will have six common planning periods per six-day schedule cycle, two of which will be used for purposes determined by the Administration, and one of which will be used for guidance-related purposes.
 3. Scheduling of Students. The Administration shall have the right to schedule students. However, Middle School teachers shall have the right to make temporary adjustments in the schedules of students for the purpose of furthering the educational interests of students. In the event that a temporary adjustment is expected to last two or more days consecutively, the teachers on the team must notify the Administration regarding the adjustment. The Administration shall have the right to rescind any temporary adjustment when the Administration concludes that the temporary adjustment impedes the educational interests of any student. In no case shall the School Committee have any responsibility for any situation in which such temporary adjustments result in any violation of any provision of this Agreement. If such a violation occurs, neither the Association nor any affected teacher shall have any right to file and/or pursue any grievance in connection with such an alleged violation, except as follows: in the event that the NEA/SK notifies the Building Principal that a temporary adjustment violates the contract, and the Building Principal fails to correct the alleged violation, and in the event that the NEA/SK then notifies the Superintendent of the alleged violation and the Superintendent fails to correct the alleged violation, then the NEA/SK shall have the right to file a grievance concerning the Administration's failure to correct the alleged violation.
 4. The school committee will provide reading/literacy staffing K-12 based on student need. The reading teachers will participate in the scheduling of reading services with the building administration.
- S. Dual Language Immersion Teachers will be given an extra assessment day three times a year.

ARTICLE 7

CLASS SIZE

- A. Elementary (K-5)
1. Elementary school buildings shall have a maximum teacher-pupil ratio of 1:25 per building. Only general education classroom teachers shall be included in the computations of the teacher-pupil ratio. Librarians, nurses, counselors, special education personnel, special area teachers, resource teachers, Reading /Literacy teachers, or equivalent positions shall be excluded from the computations of the teacher-pupil ratio.

The School Committee and the Association acknowledge the efficacy of lower class size for effective instruction. In an effort to recognize the importance of lower class sizes at the Elementary level as well as the need for flexibility, the following class size parameters have been established:

The class size limits are as follows:

Grades K-3 23 students
Grades 4-5 25 students

Prior to August 15th, if the class size in grades 1-5 exceeds the contractual limits another class will be added.

Prior to the first day of school, if the class size in Kindergarten exceeds the contractual limits another class will be added.

If the class size exceeds the contractual limits for grades 1-5 after August 15th and Kindergarten after the first day of school, the following will occur:

In recognition that occasional unpredicted enrollment may necessitate exceeding the class size limit, an individual class cannot exceed the class size limits by more than 2 students. For an overage that includes a second student, compensation will be given at the rate of \$10 per student, per day. Art, Music, Physical Education and Library classes will be compensated at the rate of \$2 per class, per day. For every day the class size exceeds the contractual limit by 2 students payment will accrue and be received at the conclusion of the school year. Determination of placement will be made between the building principal and the grade level team.

2. In the event that split classes occur, no split grade class shall exceed 25 pupils. The School Committee will make every reasonable effort to eliminate split grade classes at the elementary level. To the extent that such split grade classes continue to exist at the elementary level, teachers of split grade classes at the elementary level will receive professional teaching resources, using a ratio of .5 FTE in professional teaching resources for each split grade class. No split grade class shall exceed the following:

Grades K-3 24 students
Grades 4-5 25 students

3. Students receiving intensive special education supports shall be counted for purposes of the above class size limits unless:
 - (a) the student spends one hour or less on any one day in the class; and
 - (b) there are not more than ten (10) such student contact hours in the class in any one week.

4. Each kindergarten class assigned more than twenty (20) pupils shall be assigned a full-time kindergarten aide. The aide's schedule shall be determined by the principal after consultation with the teacher.

B. Middle School (6-8)

The School Committee and the Association acknowledge the efficacy of lower class size for effective instruction. In an effort to recognize the importance of lower class sizes at the Middle School as well as the need for flexibility, the following class size parameters have been established:

1. Numbers of teachers/students on teams. To the extent that the School Committee organizes students at the Middle School level onto teams, the teams will consist of 4 teachers. The maximum numbers of students on a team will be as follows:

4-member teams 104 students (class size of 26)

Split-grade teams at the Middle School shall not be instituted during the term of this Agreement, unless, during the preceding school year the district provides at least one full day of professional development to those teachers who may be affected by the institution of split grade teams and provide such teachers with site visits to those districts which have instituted split grade teams.

2. In recognition that occasional unpredicted enrollment may necessitate exceeding the class size limit, an individual class cannot exceed the class size limits by more than 2 students. For an overage that includes a second student, compensation will be given at the rate of \$2 per student, per day. For every day the class size exceeds the contractual limit by 2 students, payment will accrue and be received at the conclusion of the school year. Determination of the placement will be made between the principal and the grade level team.
3. No individual class shall exceed 27 pupils.
4. The School Committee and the Association recognize that federal and state anti-discrimination laws, particularly the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973, prohibit the School Committee from entering into any agreement which restricts in any way the rights of disabled children to receive their education in the least restrictive environment. Within the limitations imposed by IDEA, Section 504 and/or any other applicable federal and/or state laws, the School Department agrees to distribute students with IEPs and/or Section 504 plans on an equitable basis. Notwithstanding the foregoing, such equitable distribution shall not be required for math classes.

During each year of this Agreement, teachers of 5th, 6th and 7th grade students will be provided with an opportunity to provide input to the Administration with respect to the following year's placements for students in their classes.

5. The foregoing standards are subject to modifications for music (including band, orchestra and chorus) and physical education classes.
6. An Advisory committee consisting of teachers and administrators shall serve as an ongoing review body regarding the facilitation of Advisory.

C. High School (9-12) - Refer to Appendix G

1. Full-time High School teachers shall be assigned a maximum of 135 pupils per day. Part-time teachers shall have a prorated maximum daily load.
2. No individual class shall exceed 27 pupils.
3. The goal at the high school is to schedule heterogeneous groupings of students and differentiated instruction with the exception of honors classes where there is general criteria of expectations. The academic and behavioral needs of students will be considered as part of the scheduling process to ensure heterogeneous grouping.

Upon completion of initial class Size surveys rendered to building administration, any issues of unbalanced core classrooms, excluding collaborative classes, with significant academic/behavioral needs shall be rectified immediately.

4. The foregoing standards are subject to modifications for band, chorus, jazz band, and symphony orchestra.
5. The foregoing standards are subject to modifications for CAD, carpentry, auto, videography, and family and consumer science classes based on the number of functioning workstations available.

D. Special Education

The composition and size of special education case managements (which includes occupational therapists, physical therapists, social workers, psychologists, speech language pathologists and special educators) shall be in accordance with state laws and in consultation with the Director of Pupil Personnel Services. The school department, in their planning of class sizes for intensive needs special education programs, will make every effort to include the needs and intensity of the students.

E. Specialists

1. A speech language pathologist or special education teacher who believes his/her case load will not permit fulfillment of the IEPs of his/her assigned pupils may file

a written complaint to the PPS Director. The PPS Director shall conduct a hearing and respond in writing within fifteen (15) working days of the receipt of the complaint. If the teacher is not satisfied with the disposition of the complaint, he/she shall, within ten (10) working days, file the written complaint to the School Committee. The Committee shall schedule a hearing at the next regularly scheduled meeting following receipt of the complaint, so long as the complaint is received at least one week in advance of the regularly scheduled meeting. The Committee shall render a written decision within ten (10) working days. The decision of the Committee shall be final and binding.

ARTICLE 8

SALARIES

- A. Each person on the teacher's salary schedule shall have the option to be paid according to one of the following methods:
1. Paid from September to June 30, bi-weekly, with the total yearly salary to be divided into twenty-six (26) payments and that the first paycheck to be paid on the first Friday after the first day of work which shall be held over from the existing biweekly payroll immediately preceding the opening of school, and the last five (5) payments to be paid on/or before the last pay period before June 30.
 2. Paid from September to August 31 biweekly, with the total yearly salary to be divided into twenty-six (26) equal biweekly payments, with the first paycheck to be paid on the first Friday after the first day of work which shall be held over from the existing biweekly payroll immediately preceding the opening of school. Teachers will notify the administration by June 1 if they want the checks mailed to them during the summer months.
 3. Paid from September to June 30 biweekly, with the total yearly salary to be divided into twenty-one (21) equal biweekly payments with the first paycheck to be paid on the first Friday after the first day of work which shall be held over from the existing biweekly payroll immediately preceding the opening of school.

Each teacher shall elect the annual method of payment for the succeeding school year not later than June 1. A newly hired or recalled teacher shall make the election within three days of his/her appointment. The election shall be in writing, on a form provided by the administration and may not be changed during the school year. Any teacher who fails to make an election as required by this section shall be deemed to have elected continuation of the present method of salary payment.

Excluding voluntary deductions such as for dues to professional organizations, Chartway Credit Union and annuity payments, when and if it becomes necessary to deduct any monies from a teacher's salary, such deductions must be taken from the

last payment for that school year except that no prepayment will be allowed for more than the amount of money held in escrow for salary.

B. Teachers shall be given increments as follows:

1. Newly hired teachers shall be given increment credit for previous approved outside teacher experiences. A full teaching year shall be not less than 135 paid days in a school year, of which at least ninety (90) paid days must be in a single school system.
2. A teacher newly hired or reinstated after the school year has commenced must be employed a minimum of 135 paid days in that school year, of which at least ninety (90) paid days must be in South Kingstown, in order to receive a step increment in the ensuing year of teaching.
3. All full time teachers (other than those newly hired or reinstated after the school year has commenced) must be employed a minimum of 135 paid days in a school year in South Kingstown in order to receive a step increment in the ensuing year of teaching. To the extent permitted by law, step credit shall not be granted for a year in which a teacher takes a leave of absence in order to work for another employer.
4. All part time teachers shall continue to receive step increments in accordance with present practice.
5. When moving from part-time to full-time status, a teacher shall receive a step increment if he/she was employed for a minimum of the equivalent of ninety (90) full-time paid days in the previous year in South Kingstown.

A teacher not meeting the requirements stated herein shall remain on the same step for the first year of full-time status as in the previous year of part-time status.

C. Salary and Advanced Degree Stipends

1. The South Kingstown School System teacher salary scale is included in Appendix B of the contract and made a part thereof.
2. Payments for graduate credits for teachers appointed on or before June 30, 1984:
 - a. Bachelor's Degree plus 30 graduate credit hours completed after receipt of the Bachelor's Degree in a generally recognized and accepted academic area or in areas as recommended to the School Committee by the Superintendent.

Basic Salary Step x 1.05

- b. Bachelors Degree plus a Master's Degree in a generally recognized and accepted academic area or in areas as recommended to the School Committee by the Superintendent.

Basic Salary Step x 1.07

- c. Master's Degree plus 30 graduate credit hours completed after receipt of the Masters Degree in a generally recognized and accepted academic area or in areas as recommended to the School Committee by the Superintendent.

Basic Salary Step x 1.12

Notwithstanding the foregoing, for teachers appointed on or before June 30, 1984 who completed such MA + 30 requirements prior to September 1, 1994, the salary ratio shall continue to be: Basic Salary Step x 1.15.

- d. Only a teacher appointed on or before June 30, 1984 who, no later than August 31, 1984, was either (1) receiving the doctorate degree ratio, (2) enrolled in a doctoral program, or (3) accepted into a doctoral program shall receive the doctorate ratio provided pursuant to the 1982-84 contract.

Basic Salary Step x 1.20

- 3. Payments for graduate credits for teachers newly appointed after June 30, 1984:

- a. Bachelor's Degree plus 30 graduate credit hours completed after receipt of the Bachelor's Degree in a generally recognized and accepted academic area in the discipline (e.g., math, science, social studies, etc.) in which the teacher holds certification, or in another area as recommended to the School Committee by the Superintendent and approved by the Committee in advance in writing. Such approval shall not be unreasonably denied. Those given approval to pursue another area must agree to apply for the appropriate certification upon completion of necessary course work.

Basic Salary Step x 1.05

- b. Bachelor's Degree plus a Master's Degree in a generally recognized and accepted academic area in the discipline (e.g., math, science, social studies, etc.) in which the teacher holds certification, or in another area as recommended to the School Committee by the Superintendent and approved by the Committee in advance in writing. Such approval shall not be unreasonably denied. Those given approval to pursue another area must agree to apply for the appropriate certification upon completion of necessary course work.

Basic Salary Step x 1.07

- c. Master's Degree plus 30 graduate credit hours completed after receipt of the Master's Degree in a generally recognized and accepted academic area in the discipline (e.g., math, science, social studies, etc.) in which the teacher holds certification, or in another area as recommended to the School Committee by the Superintendent and approved by the Committee in advance in writing. Such approval shall not be unreasonably denied. Those given approval to pursue another area must agree to apply for the appropriate certification upon completion of necessary course work.

Basic Salary Step x 1.12

Notwithstanding the foregoing, for teachers appointed on or before September 1, 1994 who completed such MA + 30 requirements prior to September 1, 1994, the salary ratio shall continue to be:

Basic Salary Step x 1.15.

- d. Any teacher who earns National Board Certification under the National Board for Professional Teaching Standards shall be paid an additional stipend of \$3,000 per year for each contract year during which the teacher maintains such National Board Certification.
4. The Longevity Stipend (for the years in South Kingstown only; they may be broken) shall be as follows:

Fifteen (15) completed full teaching years:	\$ 750
Twenty (20) completed full teaching years:	\$1000
Twenty-five (25) completed full teaching years:	\$1350

Part-time teaching service shall be credited on a pro rata basis in determining longevity.

Substitute teaching service shall not qualify for longevity.

5. High School Department Heads. There shall be Department Heads at the High School as follows:
- English
 - Math
 - World Language
 - Social Studies
 - Applied Arts
 - Science
 - Special Education
 - Physical Education/Health
 - Guidance
 - Fine Arts

- a. Department Heads shall be compensated at the sum total of the following: Basic Salary; allowance for degree credits; allowances of .0275 of the BA (maximum step) for the position of department head; and .01 of the BA (maximum step) per full-time teacher in the department (department head included). For the purpose of calculating payments to Department Heads, part-time teachers will be counted on a pro-rated basis.
- b. Department Heads at the High School shall have a maximum of four (4) teaching periods in an eight (8) period day with three (3) unassigned periods. Department Chairs shall be responsible for instructional coaching of department members on teaching strategies and methodologies included in the school improvement planning. Instructional coaching shall not be used in connections with or to inform teacher evaluations.

Department Chairs shall receive training in teaching strategies and methodologies.

6. Middle School Instructional Coordinators.

There shall be a total of ten (10) Instructional Coordinators, with one Instructional Coordinator in each of the following subject areas at each Middle School:

English
Math
Social Studies
Science
Special Education Instructional Coordinator

- (1) Instructional Coordinators shall receive a stipend of \$5,500 per year.
- (2) Instructional Coordinators will not receive release time for the Instructional Coordinator duties.
- (3) Instructional Coordinators shall meet quarterly with the building principal on alignment of subject area work with school improvement.

7. Middle School Team Leaders. Middle School Team Leaders (including Unified Arts Team Leaders) shall be paid a stipend of \$2,000 per year.

8. a. Academic Coaching Positions.

- i. The School Committee will establish at least three (3) full-time academic coaching positions.
- ii. Academic Coaching positions will be filled pursuant to Article 5.I

- b. In determining whether an Academic Coaching position will be re-established as a math/literacy coaching position or be established as another type of academic coaching position, the Assistant Superintendent or designee will receive and consider input from the Academic Coaches and the NEASK President and/or designee.
- c. The teacher holding the assignment at the time a new three-year academic coaching position is established shall have the option of either applying for the new assignment or returning to the teacher's prior position. In those instances in which a coaching assignment is renewed unchanged with respect to the subject area(s) and grade level(s), the incumbent shall have the right to remain in the position.

9. ITA Coordinator

The essential duties are in accordance with the agreed upon job descriptions between NEA-SK and Administration.

The stipend for this position shall be \$3,550.

10. District Nurse Coordinator

The essential duties are in accordance with the agreed upon job description between NEASK and Administration.

The stipend for this position shall be \$5,500.

Tenure

No person assigned to an extra duty position will acquire tenure in that position.

D. Retirement Notification Incentive Program

- 1. In order to take advantage of the retirement incentive program, a teacher must meet the following criteria:
 - a. The person must have served satisfactorily for a minimum of ten years with the South Kingstown School Department;
 - b. For retirement that will become effective at the end of a school year, the teacher must notify the School Committee by June 1 of that school year, when notification by June 1 is feasible under the Retirement Board's procedures for retirement, and must in any event provide such notification no later than the end of the school year in which such retirement will occur, if he/she wishes to participate in the program. If retirement will

begin during a school year, the teacher must notify the School Committee at least ninety (90) days in advance, if he/she wishes to participate in the program.

Notwithstanding the foregoing, if the retiree serves as a substitute teacher, the retiree shall be paid at the daily rate of pay for substitute teachers.

The person selecting retirement would have this option for a period of five (5) years or to age 70 whichever came first.

2. A teacher electing the retirement program shall be eligible to receive the paid medical insurance plan (including dental) in effect with the NEA/SK, as may be amended from time to time and also the paid life insurance plan, as may be amended from time to time, for a period of five years or to age 70 whichever comes first. Such benefits shall be provided to retirees on the same terms and conditions as such benefits are provided to actively employed teachers. After a retiree has exhausted the benefits provided under this section, the retiree shall be permitted to continue coverage under the medical insurance plan (including dental) in effect with the NEA/SK, as may be amended from time to time, at the group rate applicable to employees within the NEA/SK bargaining unit, at the retiree's own expense, for a period of up to eighteen (18) months.

Effective for those teachers retiring on or after July 1, 2018, if at any time during the five-year period or until age 70 whichever comes first (hereafter "Benefit Period") the retiree, or his or her beneficiaries, becomes eligible for Medicare, all medical coverage through the School Department shall cease, and the retiree and/or eligible beneficiaries shall enroll in Medicare Part B, and thereby receive medical insurance coverage through the Medicare Parts A and B. The School Department will provide reimbursement for the Part B payment made by the retiree and/or beneficiary and will also pay for one supplemental "gap" insurance plan, with prescription drug coverage as needed.

If the retiree who migrates to Medicare as described above has any beneficiaries who are not eligible for Medicare, the Committee shall continue to provide medical coverage to those beneficiaries for the Benefit Period, either individual or family, under the plans provided to employees.

3. In the event the teacher dies during the five (5) year period, the paid medical insurance plan shall continue to be provided for the surviving family, for the balance of the five years. This benefit shall be extended to include any teacher covered by the retirement program who is currently receiving the paid medical insurance plan.

E. ADDITIONAL PROGRAMMING OPPORTUNITIES

1. If a teacher applies for and is granted work beyond the school day/year, they will be compensated at the posted rate consistent with the work.
2. Guidance counselors shall work a total of ten (10) additional days beyond the regular teacher work year, five of which shall occur prior to the regular teacher work year and five of which shall occur after the regular teacher work year. Guidance counselors shall be paid for such work on a pro rata per diem basis. The master schedule shall continue to be set by the administration. Guidance counselors will continue to be involved in day-to-day schedule adjustments after such schedule is set.
3. The regular contractual year for school counselors shall be 192 days.

F. Part-time teachers shall be paid according to the following:

1. At the high school - based upon the number of teaching periods assigned to teach per week divided by twenty-five (25). Every effort shall be made to schedule the teaching periods consecutively. Part-time teachers may be assigned non-teaching periods (e.g., learning center) on a pro rata basis (e.g., a 3/5 teacher may be assigned up to three non-teaching periods per week).
2. At the elementary level - based upon the number of hours/minutes of the school day assigned divided by six (6) hours and forty (40) minutes.
3. At the middle school level - based upon the number of teaching periods assigned to teach per week, divided by 25. Every effort shall be made to see that on at least three (3) days per week, the teaching periods shall be consecutive.

G. Bargaining unit employees shall have preference for extra pay positions provided they are most qualified.

ARTICLE 9

SENIORITY, LAYOFF & RECALL

A. Teachers notified of non-renewal/dismissal suspension (not due to misconduct or performance) shall be provided recall rights as set forth below. The President of the Association shall receive a copy of the notification.

1. Teachers shall be recalled by the Committee in order of seniority as positions for which they have certification become available and as the Committee decides to fill such positions.

2. When the Committee decides to fill a position for which a teacher on recall has certification, the Superintendent or designee shall notify by certified mail, return receipt requested, the most senior teacher on the recall list in the area of certification. Teachers will also be emailed a copy of the certified letter. That teacher shall notify the Superintendent or designee by certified mail of his/her intentions to accept or reject the position offered within a period of fourteen calendar days of said notification. Should the notified teacher not communicate with the Superintendent or designee within the above time period, it shall be deemed to be a rejection of the position.
3. If the notified teacher fails to notify the Superintendent or designee within the allotted time or if the notified teacher refuses to accept the position offered, that teacher shall lose all seniority rights under this Collective Bargaining Agreement, and said teacher's contractual relationship with the Committee shall come to an end. Should this occur, the Superintendent or designee shall notify the next most-senior teacher in the area of certification of said vacancy.
4. It shall be the responsibility of all teachers on a recall list to keep the Superintendent's Office notified of their latest address where communications can be forwarded.
5. All teachers on recall shall have the option of retaining all fringe benefits provided for by this Collective Bargaining Agreement during the period of their recall provided they repay for said benefits to the School Department in the same manner the Department pays those benefits. A teacher shall be entitled to the rights under this Article for a period of three years from the date that the layoff became effective.

B. Seniority

1. Seniority shall be defined as length of continuous service in the South Kingstown School Department computed by date of School Committee appointment to either a temporary position or permanent vacancy. Part-time employment shall be prorated, in accordance with present practice.
2. If the date of Committee appointment is the same, a lot shall be drawn to determine seniority. The lot shall be administered by the Superintendent, Association President, PR & R Chairperson and the School Committee Chairperson, with the Association President drawing the names.
3. A seniority list will be compiled by the Superintendent and submitted to the Association President by November 15 of each school year for posting in all buildings. If a teacher questions his/her position on the seniority list which cannot be resolved informally, the dispute shall be submitted to the grievance procedure which shall culminate with the Commissioner of Education, whose decision shall be final and binding.

4. Seniority shall be broken only for termination for just cause (performance related), resignation, retirement, or layoff in excess of three years.
5. Except as provided in paragraph 4 above, seniority shall not be broken due to layoff or non-renewal and shall not continue to accrue during such periods. Seniority shall not continue to accrue during unpaid leaves of absence granted under Sections A and K of Article 11.
6. Certification of record as of January 15 shall be utilized by the School Committee for layoffs that occur on or before March 1st (or as amended by state law) of that year. Teachers shall be responsible to notify the Superintendent by January 15 of any change in certification that has occurred since the compilation of the seniority list on November 15.

C. The provisions of this Article shall apply to part-time teachers as well as full-time teachers. Full-time teachers shall not forfeit seniority standing by acceptance or refusal to accept recall to part-time employment. Part-time employees shall not forfeit seniority by refusal to accept recall to employment requiring a greater teaching load than was carried during their part-time employment. Nothing in this Article shall require the Committee to split any full-time position to accommodate a teacher who previously taught part-time.

D. Non-Bargaining Unit Positions

1. Any person employed in a non-bargaining unit position in the South Kingstown School Department who was employed as a teacher in the bargaining unit at the time of his/her appointment to a non-bargaining unit position shall have bargaining unit seniority for the period of his/her employment as a teacher in the bargaining unit, but shall not accrue any seniority while in a non-bargaining unit position.

ARTICLE 10

TEACHER SCHEDULE

- A. Not later than three (3) days prior to the close of school in June, except in emergency situations teachers shall be notified in writing of any change in their programs and schedule for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual courses or assignments that they will have.
- B. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel in accordance with Article 6.O. Such teacher shall be notified of any change in their schedules as soon as is practicable.

If there are conflicting directives from building principal(s) to a special education specialist assigned to more than one school, the conflict shall be resolved by the Director of Pupil Personnel Services.

- C. Teacher assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation or marital status and without regard to membership or non-membership in the Association.

ARTICLE 11

ABSENCE AND LEAVES

The Committee and the Association agree that certain temporary and special leaves of absence may from time to time become necessary during the school year. Therefore, the following leaves of absence shall be authorized under the provisions of this Article.

- A. Leave Without Pay

Upon the recommendation of the Superintendent, the School Committee may grant tenured professional personnel up to one (1) year leave of absence without pay. A request for such leave shall be submitted to the Superintendent in writing by April 1 prior to the academic year. Not later than April 1 of the school year in which a teacher is on leave, in response to a written request from the Superintendent, the teacher shall notify the Superintendent whether he/she intends to return for the ensuing school year, and subsequent to that notice shall promptly advise the Superintendent of any change in his/her plans.

- B. Military Leave

1. When requested, the School Committee shall grant a professionally employed person a military leave of absence for training not to exceed ten (10) school days. Such employee shall receive full pay while on leave, less compensation received for military service.
2. Military leave of absence will be authorized to a teacher under contract who may be ordered for active duty in any of the military armed forces of the United States. Within six (6) months after honorable discharge, the teacher must indicate in writing his/her intention to rejoin the school system. He/she shall be assigned to his/her position and shall be placed on the salary step at such level as may be determined by the Superintendent.

- C. Jury Duty and Witness Duty

Teachers required to perform jury duty shall receive daily pay less jury pay. Teachers appearing as legally subpoenaed witnesses, in a matter arising out of his/her job responsibilities, will receive daily pay less any witness pay.

D. Professional Days

A teacher may be granted up to two (2) days with pay in a school year for visiting other schools or for attendance at professional workshops or conferences. Such leave is subject to the approval of the Superintendent. In exceptional cases, the Superintendent may grant additional days for professional workshops or conferences. A written report of the visitation or conference shall be submitted to the Superintendent.

E. Personal Days

For personal business which cannot otherwise be conducted except during the school day, a teacher shall have two (2) personal days beginning in 2021-2022 school year, teachers shall have three (3) personal days with pay provided notice in writing is given the principal or Superintendent at least forty-eight (48) hours in advance. If the forty-eight (48) hour written requirement cannot be met because of an emergency, this provision can be waived by the principal or Superintendent. Teachers are not required to state reasons for such leave, but abuse of the right to such leave may be subject to discipline.

A teacher who does not utilize their personal days during the school calendar year will be eligible for a \$100.00 reimbursement for an unused personal day. If the teacher does not utilize either of their two personal days they will be reimbursed \$225.00. Beginning in the 2021-2022 school year, If the teacher does not utilize three personal days they will be reimbursed \$350.00.

F. Maternity Leave

It is the responsibility of the pregnant teacher to inform the Superintendent in writing. The date she is to leave on disability shall be her doctor's to make and it is to be given the Superintendent sufficiently in advance so a proper substitute can be engaged. For the period of disability as certified by her physician, the teacher will use sick leave benefits as provided in Article 13, and during paid leave health insurance coverage shall continue. The teacher shall inform the Superintendent in writing as early as possible of the expected date of her release from disability. In addition to leave for disability, the teacher may request parental leave as provided below.

G. Parental Leave

A teacher may request a leave of absence without pay for care of a newly born or adopted child(ren). A request for such leave must be made in writing, as far in advance as possible, and, except in cases of emergency, not later than thirty (30) days prior to the date such leave is to begin. Such leave shall be granted provided it is for one of the following terms:

- (1) the first semester of the school year in which it is to begin, provided that the teacher gives notice by December 1 of his/her intention to return the following semester;
- (2) the remainder of the school year in which it is to begin;

- (3) the remainder of that school year and the next full school year;
- (4) one full school year only.

H. Bereavement Leave

Teachers shall be granted a leave of five (5) days with full pay for death in the immediate family (mother, father, brother, sister, son, daughter, spouse or domestic partner, grandparent, grandchild, or other relative with whom the teacher shares a household). Teachers shall be granted a leave of five (5) days with full pay for death of a person for whom a teacher has power of attorney or legal guardianship.

In the case of the death of a close family member (mother-in-law, father-in-law, son-in-law, daughter-in-law), a teacher shall be allowed up to three (3) days of absence with full pay.

For the death of other relatives, a teacher shall be allowed the day of the funeral with full pay.

In the case of the death of a person other than family (as described above), a teacher shall be allowed one (1) day to attend the funeral with full pay. A teacher can take no more than two (2) of these days in any one school year without approval of the Superintendent.

In the case of the death of a teacher or school staff member, there will be teacher representation as determined jointly between the Superintendent and Union President. The time absent from school to attend the funeral will not be counted against the teachers' bereavement leave.

In all cases other than immediate family members as defined above, the teacher shall furnish to the district a copy of the death certificate or obituary, and indicate relationship.

I. Emergency Leave

Emergency Leave shall be defined as the leave taken when the teacher is forced to absent himself/herself from his/her assignment due to an emergency or an unforeseen circumstance which requires immediate action by the teacher himself/herself.

Emergency Leave cannot exceed more than two days per school year. It shall be at the discretion of the Superintendent, within the grounds of reason, whether or not a teacher is eligible for compensated Emergency Leave. If compensated emergency leave is not granted, these days will be considered dock days and subject to Article 13 A.2. Any days used for Emergency Leave purposes will be deducted from the teacher's yearly sick leave account. Emergency Leave days do not qualify for sick pool benefits as described in Article 13 B. Teachers shall request such leave from the Superintendent by submitting the Emergency Leave form as soon as the need for such leave is known.

- J. Should the need arise to revise or update the Sabbatical Leave policy (Appendix D), a committee comprised of two (2) members of the School Committee, one (1) administrator and two (2) members of the Association will be called into session before any changes can be made.
- K. The Association president shall receive up to three (3) days leave with pay per year to attend workshops, conferences, etc. The Association shall reimburse the School Committee for the cost of a substitute teacher.
- L. Other Additional Leaves
- Any other additional leave without pay may be granted on a case by case basis by the School Committee on the recommendation of the Superintendent.
- M. Insofar as practicable, all teachers on leave of absence will return to the same administrative unit that they were assigned to when they went on leave (i.e., the same school, same department, the same special education unit, etc.).
- N. If “dock days” are requested/needed, the member understands that the time will be unpaid. A reason needs to accompany the dock day request. If the member could anticipate the need earlier (not an emergency and could have used personal days) then the member will be responsible to contribute to their medical and dental insurance for the days missed (at a rate not to exceed \$100.00 per day).

ARTICLE 12

HEALTH AND LIFE INSURANCE BENEFITS

12 Selection of Healthcare Provider.

- 12.1 The School Department may seek bids from and contract for healthcare insurance subject to the limitations contained herein.
- 12.2 Joint Healthcare Committee The parties shall establish a Joint Healthcare Committee. The Committee shall be comprised of four (4) members designated by the School Department and four (4) members designated by the Union President. Prior to any change in healthcare insurance providers, and on an as-needed basis thereafter, the Committee shall meet in order to:
- Review the mix of health and dental benefits made available to the membership;
 - Explore cost savings measures, benefit enhancements, and alternative plans and providers;
 - Meet with representatives of Healthcare Insurance Providers and review

- proposals. All increases or reductions in health or dental benefits and any increases or reductions in employee costs must be clearly identified in a healthcare provider's submittal to the School Department. and,
- Make recommendations with respect to healthcare insurance to the Administration and the Union.

The Employer agrees to provide the Joint Committee with information relevant to its function upon request. The Employer further agrees to request of any Provider, any relevant information requested by any member of the Joint Healthcare Committee pertaining to its function.

12.3 **Limitations.**

- a. There shall be no change in healthcare insurance provider for members covered by this Agreement until such time that coverage is changed for all School Department (exclusive of Town employees) employees.
- b. Any change in benefits, benefits levels or co-pays as provided in the subscriber agreement (incorporated by reference hereto) and summary of benefits (below) shall be to an equivalent plan as determined and negotiated between the consortium and the carrier or administrator.
- c. In the event that the School Department elects to change health care provider either from BCBSRI to United Healthcare of RI or from United Healthcare of RI to BCBSRI, it shall reimburse those individuals whose Primary Care Physician does not participate in the network of the selected health care provider for any out of network costs incurred as a result for services provided in the Subscriber Agreement.

For purposes of this article, the term Primary Care Physicians shall include the following categories:

1. Internal Medicine
2. Family Practice
3. General Practice
4. Pediatrics
5. Obstetrics & Gynecology/Primary Care

In addition, it shall reimburse those individuals for out-of-network costs incurred for treatment provided by a specialist for which ongoing treatment had been initiated prior to September 1, 2008.

For the purposes of this article, a member or person obtaining health care benefits must have an established relationship with a Primary Care Physician on or before September 1, 2008 to qualify for municipal reimbursement.

12.4 Limitation on Continuation of Treatment

In the event the School Department changes healthcare providers, any member or eligible dependent, who, at the time of such change, is participating in or undergoing mental health or chemical dependency treatments, or counseling, or therapy related to mental health or chemical dependency, and who as a result of the change in providers would be required to change treatment providers, counselors, or therapists or would incur additional expenses in connection with treatment, counseling, or therapy, shall be permitted to continue with said treatment providers, counselors, or therapists and any additional costs incurred in connection therewith shall be reimbursed by the School Department, provided said cost reimbursements shall cease upon fulfillment of benefits levels for treatment, counseling or therapy related to current service requirements as provided in the subscriber agreement under which treatment, counseling or therapy commenced.

12.5 Self-Insuring

The premium upon which the employee co-share is determined during any year in which the School Department self-insures shall be the lower of the "Working Rate" or the "Premium Rate" quoted for the Prospective Premium Payment Option, by the Healthcare Provider. The buy-back value shall be \$2,000 for health insurance coverage waived.

12.6 Change in Health Care Coverages Where Limitations Herein Are Not Met.

The Employer agrees it shall not contract for healthcare insurance for members covered by this Agreement which does not meet the limitations herein without Union approval.

However, nothing herein shall limit the Employer's ability to solicit proposals from any healthcare provider which may or may not meet one or more of the limitations herein and submit said proposals to the Joint Healthcare Committee for review.

12.7 Disputes as to Benefits, Co-payments, Terms Definitions and Equality of Health Care Insurance Coverage

If the health insurance provider initiates or attempts to initiate a change in the benefits provided under the existing health insurance plan contracts between the consortium, School Department and insurance carrier during the term of this Agreement, the School Department Manager shall notify the Union President. The Manager and President shall meet to discuss and attempt to resolve the matter. In the event the parties are unable to agree upon a resolution, the matter shall be submitted to the grievance process.

In the event that a dispute arises between the Parties relative to whether benefits, benefit levels, and co-pays offered are equivalent to those provided in the previous year, it is agreed that all such disputes, shall be resolved in accord with terms and conditions contained in the subscriber agreement in place during the year preceding the coverage dispute. Either party has 60 calendar days from receipt of the annual subscribers agreement to file a notice of dispute relative to alleged changes in the health care plans coverage requirements. In

the event the Parties are unable to agree upon a resolution, the Parties agree to submit the matter to a mutually agreeable resolution process.

In the event that the Parties cannot come to a mutually agreeable resolution process, the matter shall be reduced to writing and submitted to arbitration pursuant to Article 16, no sooner than ten (10) days after providing notice to the other parties.

The School Committee shall continue to provide health insurance (subject to the co-share of premium contained in Article 12) to each teacher under one of the plans provided heretofore or a plan that provides equivalent benefits, benefits levels and co-pays.

A. In addition to coverage under one of the health insurance plans described above, each teacher shall be eligible for coverage under a (a) Vision Plan, under the terms set forth in summary plan description attached hereto; and (b) Delta Dental dental insurance plan, as follows: ; Level 4, individual and family plan, fully paid by the Committee. The Delta Dental per person annual maximum (non-orthodontic) for covered individuals shall be \$1,200.

B. Buy Back

1. Any teacher who has double health insurance coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive two thousand (\$2,000.00) dollars. Such payment will be pro-rated over the pay periods remaining in the school year which are paid on or after November 1. This section shall not apply to any teacher who is eligible for double health insurance where both policies are paid for by the school department.

Teachers wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 15 of that school year.

2. Any teacher who has double dental coverage may elect to drop the coverage provided by the South Kingstown School Committee and receive one-half of the Committee's premium cost for individual coverage. Such payment will be pro-rated over the pay periods remaining in the school year which are paid on or after November 1.

Teachers wishing to participate shall deliver a signed, witnessed waiver form to the Superintendent's office prior to August 15 of that school year.

3. A teacher who is hired or reinstated after August 15 may participate as above by submitting the waiver prior to the 15th of the calendar month preceding that in which coverage will be dropped. Proration of the payment due shall begin as soon as practicable following submission of the waiver.

4. In the event a teacher who has elected to drop Blue Cross and/or Delta Dental coverage as provided above, decides to reinstate either or both coverages, the following shall apply:
 - (1) Except as provided in (2) below, reinstatement may be effective only at the beginning of the plan year (September 1) and application must be made in writing to the Superintendent's office not later than August 1.
 - (2) Reinstatement may be requested during the plan year if such request is due to loss of the other available coverage for reasons beyond the employee's control. A request for mid-year reinstatement must be made in writing to the Superintendent's office. If the request is approved by the insurer, reinstatement shall be effective the first of the month which is at least fifteen (15) calendar days following such approval.
 - (3) All reinstatement is subject to Blue Cross/Blue Shield/Delta Dental rules and contingent upon the insurers' approval.
5. A teacher returning from leave of absence after August 15 of a school year shall not be eligible to participate in the Buy Back during that school year.

C. Changes in any of the insurance carriers referenced in this section may be made by mutual agreement of the Committee and the Association.

D. Continuation of Health Insurance

1. During any paid leave, teachers shall retain the health insurance benefits provided by the School Committee pursuant to the provisions of Article 12.
2. For any teacher who completes the school year, the School Committee shall continue to provide for health insurance benefits pursuant to Article 12 through August 31 even if that teacher is not returning at the start of the next school year.
3. For any teacher who goes on leave without pay with less than thirty (30) days remaining in the school year, the School Committee shall continue to provide health insurance benefits pursuant to Article 12 through August 31.3. During any other leave without pay of thirty (30) days or less, the School Committee shall continue to provide health insurance benefits pursuant to Article 12.
4. A teacher on leave without pay who is not receiving paid health insurance benefits as provided above may continue participation in the group plan at his/her own expense.

E. Life Insurance

The Committee shall provide each employee in the bargaining unit, a life insurance benefit of \$30,000 purchased on a group basis.

Teachers would contribute to healthcare according to the same percentage of premium corresponding to salary as is indicated in the current Agreement, with the following cap:

F. Premium Co-share for PPO Plan

Teachers receiving coverage under any School Department plan shall contribute 20% of the working rate toward the cost of the plan.

G. Premium Co-share for Point of Service Plan

Teachers receiving coverage under School Department coverage under any School Department plan shall contribute 20% of the working rate toward the cost of the plan.

Teachers retiring before September 1, 2008 shall not be required to pay for healthcare provided pursuant to this Agreement. Teachers retiring on or after September 1, 2008 shall pay annually the amount paid during their final year of employment. Payment shall be made quarterly and in advance of each quarter.

Such payments shall be made on a pre-tax basis to the extent permitted by law.

H. Domestic Partners

1. Subject to the requirements of this provision, employees shall have the right to enroll their unmarried domestic partners in the School Department's health insurance plan to the same extent that spouses are permitted to be enrolled in the plan. Such enrollment may include dependent children of the teacher's domestic partner if the domestic partner has custody of such children. For purposes of this agreement, a domestic partner is defined as a person with whom that employee has entered into an exclusive domestic partner relationship. If an employee wishes to enroll his/her domestic partner in the health insurance plan both the employee and the domestic partner must execute an affidavit with the school district, along with appropriate evidence of joint residence and mutual dependence, as defined below.
2. The affidavit shall certify under penalty of perjury that both the employee and his/her domestic partner:
 - a. Are in a relationship of mutual support, caring and commitment, and intend to remain in such relationship for the indefinite future;
 - b. Are not married to anyone else or legally separated from anyone else;

- c. Are each other's sole domestic partner and vice-versa, and have been each other's sole domestic partner for the past twelve (12) months;
 - d. Are not related by blood closer than would bar marriage in the State of Rhode Island;
 - e. Are at least eighteen (18) years old and competent to execute a contract;
 - f. Share a legal residence with one another, and have shared a common legal residence for at least twelve (12) months prior to the execution of this affidavit;
 - g. Are jointly responsible for maintaining the common household;
 - h. Are not in the relationship solely for the purposes of obtaining health insurance coverage or other benefits;
 - i. Will inform the school district promptly if there is any change in the status of the domestic partnership.
3. In the event that the School Department's health insurance carrier/administrator has additional requirements for domestic partner health insurance, the employee and his/her domestic partner shall be required to comply with the carrier/administrator's rules.
4. The evidence of mutual dependence shall be any two (2) of the following:
 - a. Ownership of joint bank account.
 - b. Ownership of a joint credit card.
 - c. Evidence of a joint obligation on a loan.
 - d. A joint mortgage or lease.
 - e. Joint ownership of a residence.
 - f. Evidence of a common household (e.g., household expenses, utility bills, telephone bills, etc.).
 - g. Joint ownership of a motor vehicle.
 - h. Execution of wills naming each other as executor and/or beneficiary.
 - i. Granting each other durable power of attorney.
 - j. Granting each other powers of attorney.
 - k. Designation by one or the other as beneficiary under a retirement benefits account.
 - l. Evidence of other joint responsibility deemed acceptable by the School Department and the School Department's insurance carrier/administrator.

5. Benefits coverage for domestic partners (including any enrolled dependent children of the domestic partner) will terminate as of the date of termination of the domestic partnership.
 6. The provision of health insurance coverage is subject to the availability of such coverage from the school district's health insurance carrier/administrator.
- I. Part-time teachers eligible for health insurance coverage shall pay the percentage of the premium costs currently set forth in the contract, and shall, in addition, pay the applicable percentages set forth above toward the remaining portion of the health insurance costs.

For example, in the case of a step 10 teacher working 3 days a week (0.6 FTE)

- A. Health care - \$10,000
 - B. District share (60% of A) - \$6,000
 - C. Teacher's part-time share (40% of A) - \$4,000
 - D. Teacher's co-share payment (20% of B) - \$1,200
 - E. Total teacher payment (C+D) - \$5,200
 - F. Total district share (B-D) - \$4,800
- J. Each teacher's co-share of premium shall be paid by means of payroll deduction. Each teacher shall have the right to make such premium co-share payments on a pre-tax basis, to the extent permitted by law. Employees receiving either a lump sum (Article 8.A.1) or pay over ten months (Article 8.A.3), shall have their July and August co-share contribution taken from their last check.

The parties will explore any and all Wellness initiatives available under the current healthcare plan.

ARTICLE 13

SICK LEAVE

- A. Sick Leave Benefits
1. Teachers shall receive fifteen (15) sick days per year, cumulative to a maximum of 181 days.
 2. A maximum of five (5) days absence with pay shall be granted in any one (1) year for critical illness in the immediate family. Critical illness means any life-threatening illness which the attending physician considers sufficiently serious to require the teacher's presence at the bedside. Immediate family will be defined as spouse or domestic partner, father, mother, brother, sister, son, daughter, grandparents, grandchildren, or any other relative living in the household. Emergency leave (see above) will be considered for special cases not involving the above participants. Any days used for critical illness

purposes will be deducted from the teacher's yearly sick leave account. Critical Illness days do not qualify for sick pool benefits as described in Article 13 B. 3.

3. Extended leave with pay may be granted at the discretion Superintendent.
4. To make use of a sick leave credit, upon return from illness or disability, the teacher shall deposit with a designated supervisor a form provided by the administration upon which the teacher will denote each day to be charged for sick leave and whether it was personal or for one in the family. The teacher will sign and date the form.

Upon reasonable grounds, proof of illness or injury, including a medical certificate, may be required.

5. Leave for sickness in the family: Each teacher will be allowed one (1) day absence a year because of sickness in the family which shall not be deducted from sick leave, and, in addition, shall be allowed up to four (4) additional days for said purpose which will be deducted from sick leave
6. An annual report of cumulative sick leave will be provided each teacher.

Sick leave for part-time teachers shall be accumulated and discharged on a pro-rated basis according to FTE. Part-time teachers shall retain all accrued sick leave.

Example: A teacher employed as a .4 FTE will earn 40% of the full 15 day allocation (e.g., 6 days). If the teacher works two full days each week and is absent one day, she shall discharge one day sick leave per absence. If the teacher works five days per week, .4 of a day each of the five days, she will discharge .4 days sick leave per absence.

Teachers moving from part-time to full time after the allocation of days at the onset of the school year shall receive a proportionate increase in the number of sick days.

Example: A .5 FTE teacher (½ days Monday through Friday) would be allocated 7.5 sick days at the outset of the school year. At the midpoint of the year, the teacher begins to work full-time. She would be allocated an additional 3.25 days for the second semester.

B. Sick Leave Pool

1. A sick leave pool will be established for extended serious illness of teachers with each full-time teacher voluntarily contributing one (1) day per year. Volunteer donations of part-time teachers shall be pro-rated, consistent with the procedure indicated in Section A (above). The Committee may assess additional days if needed.
2. Unused days in the Sick Leave Pool shall carry over to the successive September. However, said carry-over plus newly contributed days shall not exceed a maximum of 1600 days. In the event the above cited contribution schedule would

result in a pool in excess of 1600 days, the Sick Bank Committee may, at its sole discretion, assess teachers at a pro rata of said contribution schedule for that school year. In any event, the sick leave pool cannot expend in excess of 1600 days per school year.

3. The Sick Leave Pool may only be used after the individual teacher has ten (10) or fewer personal sick leave days remaining. However, a teacher receiving sick pool benefits which extend to the end of a school year, shall utilize all accumulated sick leave prior to receiving sick pool benefits.
4. Any teacher requesting leave from the Sick Leave Pool must provide, at his/her expense, medical documentation concerning the nature and anticipated duration of his/her illness.
5.
 - (a) This sick leave pool will be distributed by a committee of three (3) members, two (2) of whom will be appointed by the Association President, and the third shall be the Superintendent of Schools or designee.
 - (b) Changes in sick pool guidelines shall be made by majority vote of a four (4) member committee, the composition of which shall be three (3) members of the sick pool committee (as set forth in Section c) plus one additional administrator or School Committee member. The present guidelines shall remain in full force and effect unless changed by a majority vote of the four member guideline committee.
 - (c) Decisions of the sick leave pool committee are final and binding and not subject to the grievance procedure.

C. Severance Pay

Upon retirement from the South Kingstown School Department, teachers shall be compensated for one-half of accumulated sick leave days at the per diem substitute rate of pay per day in existence at the date of their resignation. Such payment shall be received within one month after the last day worked.

ARTICLE 14

TEACHER FACILITIES

- A. As quickly as circumstances permit, the following facilities shall be provided in each school:
 1. Space in each classroom in which teachers may safely store instructional material and supplies. In cases where teachers share a room for teaching, as in the Middle Schools and the High School, each of said teachers shall be provided with storage space of his/her own.

2. A serviceable workstation for the teacher.
 3. Well-lighted, properly equipped and clean restrooms.
- B. Insofar as is reasonably practicable and as expeditiously as possible, each school shall be provided with the following:
1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 2. An appropriately furnished room to be used as a faculty lounge. Said room shall be in addition to the aforementioned teacher work area.
- C. An adequate portion of the parking lot at each school shall be reserved for teacher parking.
- D. New construction shall include adequate teacher facilities of the nature noted in A, B, and C above.
- E. Insofar as is practicable, specialists, such as but not limited to psychologists, speech language pathologists, social workers, and special education teachers, shall be provided adequate space in all buildings, to provide services. Insofar as is practicable, new construction shall include such space.

ARTICLE 15

PROTECTION

- A. Teachers shall report to the school principal all cases of assault or injury suffered by them in connection with their employment. Whenever practicable, such report shall be filed within twenty-four (24) hours.
- B. This report shall be forwarded to the Superintendent for transmission to the Committee, which shall comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved. The Committee shall act in appropriate ways as liaison between the teacher, the police and the courts.
- C. Whenever a teacher is absent from work as a result of personal injury caused by an assault and/or battery sustained by the teacher arising out of and in the course of his/her employment and without fault on the part of the teacher, he/she will be paid in full salary for the period of such absence up to maximum of one (1) year from the date of injury, and no part of such absence will be charged to his/her annual sick leave; provided further, that all such payments shall cease upon retirement of the teacher.
- D. Whenever a teacher is absent from work as a result of personal injury sustained by the teacher arising out of and in the course of his/her employment, he/she will be paid full salary for a period of up to 45 school days from the date of injury, without charge to his/her

annual sick leave. From the 46th school day forward, the teacher may elect to utilize his/her sick leave, prorated, based upon the amount of workers' compensation payments made to the school department.

- E. The Committee shall have the right to have the teacher examined by one of two or more physicians designated by the Committee and selected by the teacher, for the purpose of establishing the length of time during which the teacher will be disabled from performing his/her duties and the opinion of said physician as to the said period shall control.
- F. In no event shall the teacher receive more than his/her full salary, other than medical or hospital expenses that may be incurred in excess of the amount of Blue Cross/Physicians Service and Major Medical Coverage, for the period of such absence. Any insurance compensation, financed by the school department, paid to offset any potential salary loss shall be deducted from any salary received under this Article.

ARTICLE 16

GRIEVANCE PROCEDURE

The Committee and the Association recognize the fact that, in the course of school operations, situations and problems of more or less serious nature arise when people are working toward common objectives. Therefore, both parties agree that an acceptable procedure is necessary to resolve such situations, problems and/or grievances on the part of all personnel so affected and concerned. To clear the way for smooth and effective communications, both the Committee and the Association recognize: (1) that all building principals shall act as the chief administrative officers for their own school buildings and grounds; (2) that they shall be responsible for the continuous evaluation and have authority over the actions of students, professional and non-professional employees, visitors and persons hired to perform special tasks; and (3) that they shall have an active role in the grievance procedure, since such situations, problems or grievances fall within their areas of responsibility.

A. Definition

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

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall 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 without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

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

Grievances not filed within the following time limits will be considered waived:

- a) A grievance that occurs during the school year must be filed at the appropriate level within forty-five (45) school days of its occurrence.
- b) A grievance that occurs during the summer vacation must be filed at the appropriate level within sixty (60) calendar days of its occurrence.

In the event that there is filed a grievance which, under the time limits set forth herein, might still be unresolved at the end of the school year, thus resulting in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term, or as soon thereafter as may be practicable.

1. Level One

A teacher with a grievance shall submit it in writing to his/her principal or immediate supervisor, either directly or through the Association's school representative, with the objective of resolving the matter as quickly as possible. Such grievance(s) shall be signed by the grievant, and the faculty representative or chairperson of the Professional Rights and Responsibilities Committee. The principal or immediate supervisor shall render a decision within five (5) school days of its presentation.

2. Level Two

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the Professional Rights and Responsibilities Committee Chairman may file the grievance in writing with the Superintendent within twelve (12) school days after the grievance was presented at Level One.
- b) The Superintendent shall represent the Administration at this level of the grievance procedure. Within seven (7) school days after receipt of the written grievance, the Superintendent or his/her designee shall meet with the aggrieved person and the chairperson of the PR&R Committee or his/her designee in an effort to resolve it. Within three (3) school days following the meeting, the Superintendent shall render a written decision on the grievance.

3. Level Three

- a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after referral to the Superintendent, the chairperson of the PR&R Committee shall refer it to the School Committee.
- b) The School Committee shall meet in executive session within twenty-one (21) calendar days of the receipt of the grievance to consider any grievances which have been submitted. Any party in interest shall have the right to appear before the Committee and be heard in executive session.

4. Level Four

- a) If the Association 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, the Association may appeal the decision of the Committee in accordance with the following:
 - i. If the grievance arises out of contractual application, meaning, or interpretation, then the final appeal from the decision in Level Three shall be presented to the American Arbitration Association provided that the complainant or respondent notifies the AAA within 21 calendar days of the decision given in Level Three, and notifies in writing the complainant or respondent at the same time. The procedure will then follow the guidelines as set by the AAA and its decision will be final and binding.

- a. Costs charged by the AAA will be shared equally by the School Committee and the NEA/South Kingstown.
 - b. In the alternative, at the choice of the Association, such grievance may be appealed to the Commissioner of Education.
- ii. If the grievance arises solely out of an event which affects the welfare and/or conditions of employment of a teacher or group of teachers, and an appeal is taken, the grievant(s) shall appeal the decision of the School Committee to the Commissioner of Education, pursuant to the provisions of 16-39-2 of the General laws of Rhode Island, appeal to the Board of Regents pursuant to 16-39-3 of the General Laws of Rhode Island and shall have the right of Judicial review, pursuant to 16-39-4 of the General Laws of Rhode Island.
 - a. Upon mutual agreement of the School Committee and the Association, a grievance cited in 16, C, 4, (a), ii, above may be appealed to final and binding arbitration.

D. Rights of Teachers to Representation

1. No reprisals of any kind shall be taken by the Committee or by any member of the administration against any party in interest, any school representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a class of teachers, the PR&R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR&R Committee may process such class grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at all levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the chairperson of the PR&R Committee. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C.

3. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
4. The Committee agrees to make available to any grievant and/or his/her representative all information not privileged in its possession or control and which is relevant to the issue raised in the grievance.
5. Only the grievant, the PR&R Committee chairperson and witnesses who are reasonably expected to testify shall attend, without loss of pay, arbitration hearings which take place during school hours.
6. Failure of the grievant or the Association to appeal a decision at any level within the specified time limits shall constitute withdrawal of the grievance without prejudice to other cases.

ARTICLE 17

USE OF SCHOOL FACILITIES

- A. The Association shall have the right to use school buildings without cost at reasonable times for meetings. Request for use of buildings shall be made in accordance with adopted School Committee Policy, except that such requests must be made only five (5) days in advance.
- B. Posting of Notices
 1. The Association shall have the right to place notices, circulars and other materials on faculty bulletin boards and in teachers' mailboxes, after notifying Principal's office.
 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 organization.

ARTICLE 18

HEALTH AND SAFETY

- A. When a prescheduled asbestos inspection is conducted by a representative of OSHA, Department of Health or Labor, an Association representative who is unassigned at the time of the inspection may accompany the inspector if the inspector so permits.
- B. Upon request, the Committee shall forward to the Association President a copy of any regularly required health and safety reports (other than individual complaints or incident reports) made to or received from OSHA, Department of Health or Department of Labor.

ARTICLE 19

MENTORING PROGRAM

- A. The Mentoring shall be a collegial support system for certified staff. The purpose of the program is to improve student performance.

All first and second year teachers new to teaching will be required to participate in the Mentor Program. Third year teachers may participate in the mentoring program to the extent of available financial resources.

Teachers who are new to South Kingstown and have taught more than two (2) years experience shall attend up to two (2) orientation sessions conducted by the Mentor Coordinators and have the option of having a mentor for one (1) year, to the extent to which financial resources are available. Teachers new to the district with three (3) years may elect to have a mentor for one (1) year, to the extent to which financial resources are available. These teachers will also receive notification of all monthly sessions and may choose to attend more than two. The mentoring program shall not be used in any way to evaluate teachers.

Should resources be inadequate to fulfill all requests, the superintendent and mentor coordinators shall confer on the criteria used in determining which request to fill among those whose participation is conditional upon available resources.

Neither mentors nor the mentoring program shall be used in any way to evaluate teachers.

For the purposes of this article (i.e. mentoring) substitutes entering positions of ninety (90) days or longer shall be considered teachers.

- B. In addition to the above, the following terms and conditions shall be in effect for the South Kingstown Mentoring Program:
1. The district will continue to have three (3) mentoring coordinator positions at the elementary, middle, and high school levels.
 2. The three coordinators will continue the development of the South Kingstown Mentoring Program aligned with the Rhode Island Mentor Program Standards and in consultation with the Association, the Superintendent, and the State Department of Education. Coordinators will assist in recruiting mentors and will train mentors. Coordinators will participate in appropriate mentoring activities outside the district.
 3. Coordinators shall receive a stipend of four percent (4.0%) of the Step 10 teacher salary for the given year. Also, coordinators shall be given an additional three (3) professional days for in-service training related to mentoring.

4. Vacated Coordinator positions will be filled through the interview process. The remaining coordinators shall serve on the interview committee with the Superintendent or designee.
 5. Mentor training sessions will be established, and teachers will be paid a total stipend of \$225.00 to attend these sessions; except that no teacher shall receive a stipend for training sessions occurring entirely within the teacher's regularly scheduled school day.
 6. Mentor teachers will receive a stipend of \$1,200 per first year Mentee. Mentor teachers will receive a stipend of \$800 per second year Mentee. If a Mentor is assigned a third year teacher then they shall receive an additional \$600.00. Mentor stipends may be disbursed in two payments, occurring in December and June; or in one payment in June. The Coordinators will be responsible for determining the stipend disbursement. Mentors shall be responsible for no more than one first year and one second year teacher or two second year teachers.
 7. Mentors shall complete all mentor training and submit an application, signed by their building principal, and one letter of recommendation from a peer.
 8. Mentor Coordinators will be responsible for assigning responsibilities to the Mentors and Mentees.
- C. If the state law changes regarding mentor programs, a committee shall be established with shared participation by teachers and administrators to determine the implications for local programming and provide recommendations to NEA-SK and School committee for negotiation.

ARTICLE 20

GENERAL

A. School Committee Agenda

School Committee agendas are accessible on the district website. The School Committee will continue to forward to the Association President Personnel Action Forms by the Committee after they have been acted upon by the Committee.

B. School Calendar

The Superintendent and the president of the NEA/SK shall jointly prepare the school calendar for consideration by the school committee. The Superintendent shall also submit the calendar to each principal who in turn shall review it with his/her staff and return it with their comments and suggestions.

Once the school calendar has been adopted, if changes (other than those due to inclement weather) are to be made, the Superintendent shall consult with the president of the Association before making his/her recommendation to the Committee. If the Superintendent and the president do not agree on a recommendation to the Committee, the Association may forward its own proposal to the Committee for consideration.

ARTICLE 21

DUES DEDUCTIONS

- A. The Committee agrees to deduct from the salaries of employees in the bargaining unit dues for the NEA/South Kingstown, National Education Association Rhode Island, and the National Education Association as said teachers individually and voluntarily authorize the committee to deduct and to transmit the monies promptly to the NEA/South Kingstown. Teacher authorizations will be in writing in the form set below:
- B. Deductions referred to in this section will be made in equal installments, over a period of ten (10) consecutive pay periods during each school year of this Agreement, commencing not later than the second paycheck in October of each said year. The Committee will not be required to honor, for any period's deduction, any authorizations that are delivered to it later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made. If a teacher terminates employment during the year, the balance of the dues will be deducted from the last check.
- C. Membership in any employee organization may be determined by each individual employee. Members of the Union shall pay dues, fees, and assessments as determined by the Union.
- D. The Committee shall, upon certification of the exclusive organization, deduct bi-weekly from said employee's salary said amount and remit the same to the treasurer or designee of the exclusive bargaining organization. The Committee shall not deduct dues, fees, or assessments for membership in any other Union.
- E. The Committee recognizes the Union's ability to increase dues, fees, and assessments lawfully and in accordance with its Constitution and By-Laws, and upon written representation by the Union that dues, fees, and assessments have been lawfully increased and in accordance with its Constitution and By-Laws, the Committee agrees to adjust the amount of the deduction accordingly, provided that such an adjustment is consistent with the authorization of the employee that is required by law.
- F. The Committee shall give written notice to the Treasurer and President of the Union of all new employees within the bargaining unit who become eligible for membership in NEASK. Said notice shall be given monthly and shall include the employee's name, address, and, date of hire.

- G. It is understood that the Committee will discontinue such deductions for any school year only if notified in writing. In the event that the Committee receives such notification by an employee, it shall immediately notify NEASK, which shall have ten (10) business days to confirm the status of said deductions with the Committee. If NEASK does not confirm deductions or discontinuation after ten (10) days, the District may discontinue said deduction.
- H. The Union shall indemnify and save the Committee harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the State in reliance upon the Union's representation that its dues, fees, and assessments have been lawfully increased and in accordance with the Union's Constitution and By-Laws or for the purpose of complying with any of the provisions of this Article.
- I. The Committee agrees that it shall forward to the National Education Association Rhode Island and the NEASK President, Treasurer, and/or Secretary, the list of bargaining unit members for the local union and their mailing addresses upon request.

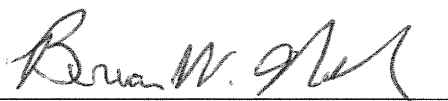
ARTICLE 22

DURATION

This contract is entered into this first day of September 2020 , by and between the South Kingstown School Committee and the NEA-South Kingstown. Said contract will commence September 1, 2020 and will terminate August 31, 2023.



For the South Kingstown
School Committee



For the NEA/South Kingstown

Date Signed: 11/3/2020

Date Signed: 11/5/2020

APPENDIX A

Positions excluded from the bargaining unit pursuant to Article 1.C.

Director of Athletics

Director of Instruction

Coordinator of Instructional Media

Supervisor of Special Education

APPENDIX B

SALARIES
2020- 2021

Step	BA	BA+30	MA	MA+30	MA+30*	PHD
1	43,517	45,687	46,562	48,739	50,040	
2	47,080	49,431	50,371	52,727	54,142	
3	50,673	53,208	54,221	56,759	58,278	
4	54,204	56,912	57,995	60,704	62,332	
5	57,948	60,845	62,002	64,903	66,641	
6	61,578	64,656	65,890	68,969	70,817	
7	65,187	68,443	69,748	73,003	74,962	
8	68,974	72,423	73,801	77,251	79,321	
9	72,829	76,472	77,931	81,570	83,756	
10	84,760	89,000	90,696	94,932	97,475	101,711

- For employees who were hired prior to September 1, 1994 and who earned MA+30 prior to such date.

SALARIES
2021-2022

Step	BA	BA+30	MA	MA+30	MA+30*	PHD
1	44,388	46,601	47,493	49,713	51,041	
2	48,022	50,420	51,378	53,781	55,224	
3	51,686	54,272	55,306	57,894	59,443	
4	55,288	58,050	59,155	61,918	63,579	
5	59,107	62,062	63,242	66,201	67,973	
6	62,810	65,949	67,208	70,349	72,233	
7	66,491	69,812	71,143	74,464	76,461	
8	70,354	73,872	75,277	78,796	80,908	
9	74,286	78,002	79,490	83,202	85,431	
10	86,455	90,780	92,510	96,831	99,425	103,746

SALARIES
2022-2023

Step	BA	BA+30	MA	MA+30	MA+30*	PHD
1	45,275	47,533	48,443	50,708	52,062	
2	48,982	51,428	52,406	54,857	56,329	
3	52,720	55,358	56,412	59,052	60,632	
4	56,394	59,211	60,338	63,157	64,850	
5	60,289	63,303	64,507	67,525	69,333	
6	64,066	67,268	68,552	71,756	73,678	
7	67,821	71,208	72,565	75,953	77,990	
8	71,761	75,349	76,783	80,372	82,526	
9	75,771	79,562	81,079	84,866	87,140	
10	88,184	92,596	94,360	98,768	101,413	105,820

APPENDIX C

STIPENDS FOR COACHES

ADVISORS, AND INTRAMURALS

COACHES' SALARIES

2020-2023

HEAD COACHES-High School

Baseball	\$4,081.00
Basketball Boys	\$4,042.00
Basketball Girls	\$4,042.00
Boys Lacrosse	\$3,965.00
Boys Soccer	\$3,965.00
Cross Country Boys	\$3,965.00
Cross Country Girls	\$3,965.00
Field Hockey	\$4,064.00
Football	\$4,620.00
Golf	\$3,965.00
Gymnastics	\$3,965.00
Hockey	\$4,064.00
Indoor Track Girls	\$3,965.00
Lacrosse Girls Head	\$3,965.00
Soccer Girls	\$3,965.00
Softball	\$3,965.00
Swim Boys & Girls	\$3,965.00
Tennis Boys	\$3,965.00
Tennis Girls	\$3,965.00
Track Indoor Boys	\$3,965.00
Track Outdoor Boys	\$3,965.00
Track Outdoor Girls	\$3,965.00
Volleyball Boys	\$3,965.00
Volleyball Girls	\$3,965.00
Wrestling	\$4,064.00

ASSISTANT COACHES-High School

Baseball	\$2,723.00
Baseball	\$2,723.00
Basketball Boys	\$2,723.00
Basketball Girls	\$2,723.00
Field Hockey	\$2,723.00
Football	\$2,879.00
Football	\$2,879.00
Football	\$2,879.00
Hockey	\$2,723.00
Indoor Track Girls	\$2,723.00
Soccer Boys	\$2,723.00
Soccer Girls	\$2,723.00
Softball	\$2,723.00
Swim Boys & Girls	\$2,723.00
Tennis Boys	\$2,723.00
Tennis Girls	\$2,723.00
Track Boys Outdoor	\$2,723.00
Track Girls Outdoor	\$2,723.00
Track Indoor B & G	\$2,723.00
Volleyball Boys	\$2,723.00
Volleyball Girls	\$2,723.00
Lacrosse Boys	\$2,723.00
Wrestling	\$2,723.00
Lacrosse Girls	\$2,723.00

HEAD COACHES-Middle School

Baseball	\$2,723.00
Basketball Boys	\$2,723.00
Basketball Girls	\$2,723.00
Cross Country Boys	\$2,723.00
Cross Country Girls	\$2,723.00
Outdoor track boys	\$2,723.00
Outdoor track girls	\$2,723.00
Soccer Girls	\$2,723.00
Soccer Boys	\$2,723.00
Softball	\$2,723.00
Wrestling	\$2,723.00

A longevity pay scale will be in effect (for years coaching in South Kingstown only).

- a. Starting the fifth (5th) year of coaching in the same sport - \$150.
- b. Starting the tenth (10th) year of coaching in the same sport - \$250.
- c. Coaches shall receive full longevity credit for coaching their particular sport, whether the sport be male or female, high school or middle school.
- d. Intramural coaching experience shall not qualify for longevity.

ADVISORS

2020-2023

POSITION: Middle School Advisors

CCMS

Art	\$967.00
Students Council/ 2 advisors	\$967.00
Yearbook	\$1300.00
Drama	\$1300.00
Band	\$967.00
National Junior Honor Society	\$967.00
Chorus/Orchestra	\$967.00
SADD	\$967.00
Rock Climbing Club	\$967.00

BRMS

Art	\$967.00
Drama	\$1300.00
SKYRO	\$967.00
Students Council/ 2 advisors	\$967.00
Yearbook	\$1300.00
Jazz Band	\$967.00
Swingin' Strings	\$967.00
Library Book Club	\$1755.00

POSITION: High School Advisors

Class Advisor Grade 9/2 Advisors	\$967.00
Class Advisor Grade 10/2 Advisors	\$967.00
Class Advisor Grade 11/2 Advisors	\$1520.00
Class Advisor Grade 12/2 Advisors	\$1520.00
Yearbook	\$2914.00
Student Council	\$1058.00
Drama Club	\$2979.00
Literary Journal	\$1295.00
Newspaper	\$2520.00
Math Team/ 2 Advisors	\$1295.00
Band	\$2832.00
SKPades/2 Advisors	\$1337.00
National Honors Society/2 Advisors	\$1295.00
Academic Decathlon/2 Advisors	\$1337.00
Technical Crew Advisor	\$1680.00
Art/Photo Club	\$1258.00
Cheerleading/2 Advisors	\$1102.00

INTRAMURALS

30,800

(Middle School Activities only)

1. New activities shall be added as determined by student interest and with criteria established by the parties. For the term of this Agreement, the minimum amount for any new activity shall be \$828 (the current lowest stipend for middle school activity), although a higher stipend may be negotiated between the Association and the Administration.

DEAN OF STUDENTS

1. Deans of Students will receive a stipend of \$5,500 (in addition to their annual salary).

APPENDIX D

PROFESSIONAL GROWTH OPPORTUNITY FOR SOUTH KINGSTOWN SCHOOL DEPARTMENT

Teachers who have been employed full time (consecutively) in the South Kingstown School Department for 7 years will be eligible to apply for a professional growth opportunity (which include sabbaticals).

1. Complete the necessary application by September 15th preceding the school year of the desired opportunity. The Superintendent will appoint a committee consisting of the Superintendent, 3 administrators and 3 NEA-SK leaders. The applications will be reviewed by October 15th and the applicants will receive notice of the status of the application by November 1st.
2. If the professional opportunity is approved, it will be included in ensuing budget (if applicable).
3. The professional growth opportunity shall be for 1 full school year or ½ of a school year or shorter but no longer
4. Financial considerations for a full year leave shall be no more than ½ pay, basic salary Schedule Plus longevity plus academic credit. All of the benefits provided by the SKSD shall continue to accrue as though the applicant were active.
5. Financial considerations for less than a full year shall be pro-rated at the above adjustment (ex: 30 days of leave shall be paid at 15 days).
6. The applicant shall agree in writing, that upon conclusion of the professional opportunity, he/she will return to the SKSD and fulfill a minimum of 2 years as an employee. If the applicant fails to do so then they shall be immediately obligated to repay the school system for the salary and benefits that they received when they were not working.
7. The applicant shall be returned to the appropriate step in his/her salary program as though he/she has not been on leave.
8. A written evaluation of the experience shall be provided to the building administrator and Assistant Superintendent and the applicant will agree to present to the faculty.

There will a maximum of 1 professional opportunity granted per academic school year.

APPENDIX E

HIGH SCHOOL CLASS SIZE

B-Level classes have been eliminated. Though neither party anticipates their return, we recognize that podding of students is still occurring and both sides are committed to eliminating this issue. It is the understanding of the parties that if B level classes were to be reinstated, the following language would apply:

To the extent that the School Committee maintains B level classes at the high school, the School Committee will maintain the historical class size range of 15 to 18 students.

Should the Committee reduce or eliminate B-Level classes, the district will maintain sections that operate under the 15 to 18 class size range equal to the percentage of all class sections that were covered under the contract language of this section during the 2004-2005 school year; that is, 8.5% of all sections will operate under the 15 to 18 class size range.

The specific sections, other than the remaining B-Level sections, to fall under the reduced class size limit shall be determined jointly by the administration and the department chairs and shall be limited to sections identified solely by the reason that they include students most needing additional support.

Classes that happen to have a class size that falls in the 15 to 18 range for any other reason shall not be counted under this article.

Prior to the identification of classes under this provision, the Special Education Department Chairperson, the Guidance Department Chairperson, the appropriate Middle School personnel and the Administration shall review the particular needs of the students and forward them to the Department Chairs and Principal. This meeting shall occur no later than December 15 of the year preceding.

MEMORANDUM OF AGREEMENT

FOR 2020-2023 CONTRACT PERIOD

EXTENDED SCHOOL YEAR

The School Department intends to implement the following with respect to the extended school year (ESY) program:

1. Position postings- the extended school year programs for each school year will run as established by the school committee with programs varying in the number of weeks and days depending on student needs. Each position posted will be filled as stated, there will be no exceptions.
2. Job sharing- only one applicant will be hired for each open position. Job sharing will not be allowed under any circumstance, even if splitting caseloads provides for individual case management. Schedules will be provided for all positions with students grouped according to their needs.
3. Program location- all programs will be centrally located between two buildings to be identified by the Director of Pupil Personnel. Teachers will not be able to meet with students in any building other than the two identified sites.
4. Compensation_ teachers will be compensated in accordance with Article 8, Section E, Paragraph 4 of the Agreement between NEA/South Kingstown and the South Kingstown School Committee.
 - a. Teachers who are guaranteed a minimum of 3 hours 20 minutes will remain in the building for the duration of their schedule (even after the students are released).
 - b. Positions indicating “full day” will be comprised of the following work hours: 8:15 to 1:45 (5.5 instructional hours with an additional .5 hour paid for lunch/plan equaling a total of 6 paid hours). Students attend 8:30 am to 1:3 pm (5 hours). Teachers are to remain in the building for 6 full hours.
 - c. Positions indicating “half day” will be comprised of the following work hours: 8:30 to 11:50 or 10:30 to 1:50 (3 hours 20 minutes classroom instructional hours with an additional 15 minutes paid for lunch/plan equaling a total of 3 hours 35 minutes of paid hours). Students attend 9 am to 11 am (2 hours). Teachers are to remain in the building for the full 3 hours 35 minutes).
 - d. Teachers will not be provided additional compensation for review of student’s

files and planning or for entering progress notes. These are responsibilities of the position and should be completed during the normal posted hours for the position.

5. ESY Calendar- teachers are expected to complete the necessary paperwork and hold the appropriate meetings to determine which student require ESY by May 15th. Projections for students whose data supports the need of ESY will be provided to the Assistant Pupil Personnel Director by March 20th.

ESY teachers will be paid for their working time directly with students compensated pro-rata per diem based on total salary.

MEMORANDUM OF UNDERSTANDING

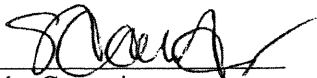
between

SOUTH KINGSTOWN SCHOOL COMMITTEE

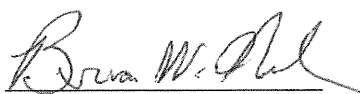
and

NEA/SOUTH KINGSTOWN

During the term of the 2020 to 2023 agreement, should the School Committee, in its sole discretion, find that the current salary scale makes it difficult to hire entry level teachers, it may elect to begin teachers on step 2. Should the committee so elect, it will do so for all entry level teachers.



For the Committee



For the Association



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

THE DIRECTOR

September 4, 2020

M-20-34

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Russell Vought
Director

A handwritten signature in blue ink, appearing to read "R. Vought".

SUBJECT: Training in the Federal Government

It has come to the President's attention that Executive Branch agencies have spent millions of taxpayer dollars to date "training" government workers to believe divisive, anti-American propaganda.

For example, according to press reports, employees across the Executive Branch have been required to attend trainings where they are told that "virtually all White people contribute to racism" or where they are required to say that they "benefit from racism." According to press reports, in some cases these training have further claimed that there is racism embedded in the belief that America is the land of opportunity or the belief that the most qualified person should receive a job.

These types of "trainings" not only run counter to the fundamental beliefs for which our Nation has stood since its inception, but they also engender division and resentment within the Federal workforce. We can be proud that as an employer, the Federal government has employees of all races, ethnicities, and religions. We can be proud that Americans from all over the country seek to join our workforce and dedicate themselves to public service. We can be proud of our continued efforts to welcome all individuals who seek to serve their fellow Americans as Federal employees. However, we cannot accept our employees receiving training that seeks to undercut our core values as Americans and drive division within our workforce.

The President has directed me to ensure that Federal agencies cease and desist from using taxpayer dollars to fund these divisive, un-American propaganda training sessions. Accordingly, to that end, the Office of Management and Budget will shortly issue more detailed guidance on implementing the President's directive. In the meantime, all agencies are directed to begin to identify all contracts or other agency spending related to any training on "critical race theory," "white privilege," or any other training or propaganda effort that teaches or suggests either (1) that the United States is an inherently racist or evil country or (2) that any race or ethnicity is inherently racist or evil. In addition, all agencies should begin to identify all available avenues within the law to cancel any such contracts and/or to divert Federal dollars away from these un-American propaganda training sessions.

The President, and his Administration, are fully committed to the fair and equal treatment of all individuals in the United States. The President has a proven track record of standing for those whose voice has long been ignored and who have failed to benefit from all our country has to offer, and he intends to continue to support all Americans, regardless of race, religion, or creed. The divisive, false, and demeaning propaganda of the critical race theory movement is contrary to all we stand for as Americans and should have no place in the Federal government.

Critical Race Theory: A Brief History

How a complicated and expansive academic theory developed during the 1980s has become a hot-button political issue 40 years later.

By Jacey Fortin

July 27, 2021

About a year ago, even as the United States was seized by protests against racism, many Americans had never heard the phrase “critical race theory.”

Now, suddenly, the term is everywhere. It makes national and international headlines and is a target for talking heads. Culture wars over critical race theory have turned school boards into battlegrounds, and in higher education, the term has been tangled up in tenure battles. Dozens of United States senators have branded it “activist indoctrination.”

But C.R.T., as it is often abbreviated, is not new. It’s a graduate-level academic framework that encompasses decades of scholarship, which makes it difficult to find a satisfying answer to the basic question:

What, exactly, is critical race theory?

First things first ...

The person widely credited with coining the term is Kimberlé Williams Crenshaw, a law professor at the U.C.L.A. School of Law and Columbia Law School.

Asked for a definition, she first raised a question of her own: Why is this coming up now?



Kimberlé Williams Crenshaw speaking at the Women's March in Los Angeles in 2018. Amanda Edwards/Getty Images

“It’s only prompted interest now that the conservative right wing has claimed it as a subversive set of ideas,” she said, adding that news outlets, including The New York Times, were covering critical race theory because it has been “made the problem by a well-resourced, highly mobilized coalition of forces.”

Some of those critics seem to cast racism as a personal characteristic first and foremost — a problem caused mainly by bigots who practice overt discrimination — and to frame discussions about racism as shaming, accusatory or divisive.

But critical race theorists say they are mainly concerned with institutions and systems.

The problem is not bad people," said Mari Matsuda, a law professor at the University of Hawaii who was an early developer of critical race theory. "The problem is a system that reproduces bad outcomes. It is both humane and inclusive to say, 'We have done things that have hurt all of us, and we need to find a way out.'"

OK, so what is it?

Critical race theorists reject the philosophy of "colorblindness." They acknowledge the stark racial disparities that have persisted in the United States despite decades of civil rights reforms, and they raise structural questions about how racist hierarchies are enforced, even among people with good intentions.

Proponents tend to understand race as a creation of society, not a biological reality. And many say it is important to elevate the voices and stories of people who experience racism.

But critical race theory is not a single worldview; the people who study it may disagree on some of the finer points. As Professor Crenshaw put it, C.R.T. is more a verb than a noun.

"It is a way of seeing, attending to, accounting for, tracing and analyzing the ways that race is produced," she said, "the ways that racial inequality is facilitated, and the ways that our history has created these inequalities that now can be almost effortlessly reproduced unless we attend to the existence of these inequalities."

Professor Matsuda described it as a map for change.

"For me," she said, "critical race theory is a method that takes the lived experience of racism seriously, using history and social reality to explain how racism operates in American law and culture, toward the end of eliminating the harmful effects of racism and bringing about a just and healthy world for all."

Why is this coming up now?

Opponents of the academic doctrine known as critical race theory protesting outside the Loudoun County School Board office in Ashburn, Va., on June 22. Evelyn Hockstein/Reuters

Like many other academic frameworks, critical race theory has been subject to various counterarguments over the years. Some critics suggested, for example, that the field sacrificed academic rigor in favor of personal narratives. Others wondered whether its emphasis on systemic problems diminished the agency of individual people.

This year, the debates have spilled far beyond the pages of academic papers.

Last year, after protests over the police killing of George Floyd prompted new conversations about structural racism in the United States, President Donald J. Trump issued a memo to federal agencies that warned against critical race theory, labeling it as "divisive," followed by an executive order barring any training that suggested the United States was fundamentally racist.

His focus on C.R.T. seemed to have originated with an interview he saw on Fox News, when Christopher F. Rufo, a conservative scholar now at the Manhattan Institute, told Tucker Carlson about the “cult indoctrination” of critical race theory.

Use of the term skyrocketed from there, though it is often used to describe a range of activities that don’t really fit the academic definition, like acknowledging historical racism in school lessons or attending diversity trainings at work.

The Biden administration rescinded Mr. Trump’s order, but by then it had already been made into a wedge issue. Republican-dominated state legislatures have tried to implement similar bans with support from conservative groups, many of whom have chosen public schools as a battleground.

“The woke class wants to teach kids to hate each other, rather than teaching them how to read,” Gov. Ron DeSantis of Florida said to the state’s board of education in June, shortly before it moved to ban critical race theory. He has also called critical race theory “state-sanctioned racism.”

According to Professor Crenshaw, opponents of C.R.T. are using a decades-old tactic: insisting that acknowledging racism is itself racist.

“The rhetoric allows for racial equity laws, demands and movements to be framed as aggression and discrimination against white people,” she said. That, she added, is at odds with what critical race theorists have been saying for four decades.

What happened four decades ago?

Derrick Bell, a Harvard Law School professor, walking with a group of students protesting the law school’s practice of not granting tenure to female professors. Steve Liss/Time Life Pictures via Getty Images

In 1980, Derrick Bell left Harvard Law School.

Professor Bell, a pioneering legal scholar who died in 2011, is often described as the godfather of critical race theory. “He broke open the possibility of bringing Black consciousness to the premiere intellectual battlefields of our profession,” Professor Matsuda said.

His work explored (among other things) what it would mean to understand racism as a permanent feature of American life, and whether it was easier to pass civil rights legislation in the United States because those laws ultimately served the interests of white people.

After Professor Bell left Harvard Law, a group of students there began protesting the faculty’s lack of diversity. In 1983, The New York Times reported, the school had 60 tenured law professors. All but one were men, and only one was Black.

The demonstrators, including Professors Crenshaw and Matsuda, who were then graduate students at Harvard, also chafed at the limitations of their curriculum in critical legal studies, a discipline that questioned the neutrality of the American legal system, and sought to expand it to explore how laws sustained racial hierarchies.

“It was our job to rethink what these institutions were teaching us,” Professor Crenshaw said, “and to assist those institutions in transforming them into truly egalitarian spaces.”

The students saw that stark racial inequality had persisted despite the civil rights legislation of the 1950s and '60s. They sought, and then developed, new tools and principles to understand why. A workshop that Professor Crenshaw organized in 1989 helped to establish these ideas as part of a new academic framework called critical race theory.

What is critical race theory used for today?

OiYan Poon, an associate professor with Colorado State University who studies race, education and intersectionality, said that opponents of critical race theory should try to learn about it from the original sources.

“If they did,” she said, “they would recognize that the founders of C.R.T. critiqued liberal ideologies, and that they called on research scholars to seek out and understand the roots of why racial disparities are so persistent, and to systemically dismantle racism.”

To that end, branches of C.R.T. have evolved that focus on the particular experiences of Indigenous, Latino, Asian American, and Black people and communities. In her own work, Dr. Poon has used C.R.T. to analyze Asian Americans’ opinions about affirmative action.

That expansiveness “signifies the potency and strength of critical race theory as a living theory — one that constantly evolves,” said María C. Ledesma, a professor of educational leadership at San José State University who has used critical race theory in her analyses of campus climate, pedagogy and the experiences of first-generation college students. “People are drawn to it because it resonates with them.”

Some scholars of critical race theory see the framework as a way to help the United States live up to its own ideals, or as a model for thinking about the big, daunting problems that affect everyone on this planet.

“I see it like global warming,” Professor Matsuda said. “We have a serious problem that requires big, structural changes; otherwise, we are dooming future generations to catastrophe. Our inability to think structurally, with a sense of mutual care, is dooming us — whether the problem is racism, or climate disaster, or world peace.”

The Providence Journal

EDUCATION

South Kingstown school superintendent resigns amid controversies

Linda Borg The Providence Journal

Published 10:35 a.m. ET Jun. 29, 2021 | Updated 4:15 p.m. ET Jun. 29, 2021

SOUTH KINGSTOWN — South Kingstown Supt. Linda Savastano has resigned, the latest in a series of resignations that have roiled the town.

In a statement from Savastano that references her departure, she said, “The South Kingstown School District has seen continuous improvement over the past two years and I am proud of all that we have accomplished together, including our commitment to inclusiveness and equity, while keeping our students and staff safe and engaged in face-to-face learning during the pandemic.

“I know that what is most important now, is that the focus returns to serving the best interests and goals of our students and the community. I am grateful for the support that I have received from so many teachers, staff, parents, administrators, and community members during my tenure. I know that this is the best decision for all involved and I wish everyone success in the future.”

A string of resignations plague South Kingstown administrators and public officials

More: Political controversies continue to roil South Kingstown School Department

More: South Kingstown asks court to order political operative to testify on school bond mailer

The school committee, in a special meeting Monday night, came out of closed session and reported that it had accepted her resignation. The committee took the vote June 22 but did not announce its decision.

Last week, School Board Chairwoman Emily Cummiskey resigned, citing political infighting in the community that had left a bitter taste in her mouth.

But she was only the latest in a series of resignations.

Town Manager Robert Zarnetski resigned in mid-June. Although published reports attributed his decision to a disagreement with the school committee over funding the school department, Zarnetski thinks it's bigger than that.

"South Kingstown is not unique," he said Tuesday. "I saw a recent poll that said something like 40 percent of town managers are contemplating resignation. There is a need to reset after living in a bunker for the past year."

And it doesn't stop there. The school committee lawyer has resigned. Andrew Henneous could not be reached for comment Tuesday.

In fact, very few of the players in this story, including members of the school committee and supporters of an \$85 million school bond (which voters overwhelmingly rejected), wanted to talk on the record about what is happening in South Kingstown.

One thing is clear: Teachers loved and respected Savastano, calling her an educational leader who respected the voices of all members of the faculty, whether she agreed or not. Teachers recently signaled their support with a vote of confidence in her leadership.

"Linda is so professional," said Tim Ryan, lobbyist for the R.I. Association of School Superintendents. "She has done an excellent job with the support of teachers, and the academic community."

Political turmoil engulfs South Kingstown

But Savastano got caught up in the political turmoil that seems to be engulfing the town, several observers said.

First, she did not immediately respond to a sweeping open records request for any school curricula about race and racism. Filed by a local parent who also is a member of a national conservative group, the request sought to expose something called critical race theory, a university-level topic that asserts that American society still bears the imprint of racism, slavery and Jim Crow laws.

The story gained national attention after the parent went on Fox news and other outlets, and the school committee's initial response was to threaten a lawsuit. Aware of the optics, the committee quickly backed down but some felt it left the town with a black eye.

More: S. Kingstown School Committee will not pursue lawsuit over 'race theory' records requests

Another controversy erupted this spring when it became public that a mailer was sent to students urging them to support the school bond a week before the May vote.

Again, Savastano was caught in the crosshairs. Although the mailer was not paid for or distributed by the school department, Savastano released the data to a member of a pro-bond organization in April. Many families were furious and the Town Council has launched an investigation.

More: South Kingstown asks court to order political operative to testify on school bond mailer

The mailer furor was another ding against the school committee.

Rumors flew that Savastano's position was in jeopardy.

"She had no political capital in town," one educator said. "The school committee was in turmoil. They blamed Linda....She got caught up in the political turmoil in South Kingstown."

Savastano, who has another year left in her contract, will receive her salary until Dec. 31, 2021 plus a \$1,000 stipend for health benefits.

Linda Borg covers education for the Journal.

State of Rhode Island Office of the Attorney General

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Peter F. Neronha
Attorney General

VIA EMAIL ONLY

March 19, 2021
PR 21-04

Mr. Dimitri Lyssikatos

Lisette Gomes, Esquire
City Solicitor, City of Pawtucket

Re: Lyssikatos v. City of Pawtucket

Dear Mr. Lyssikatos and Attorney Gomes:

The investigation into the Access to Public Records Act (“APRA”) Complaint filed by Mr. Dimitri Lyssikatos (“Complainant”) against the City of Pawtucket (“City”) is complete. For the reasons set forth herein, we find that the City did not violate the APRA.

Background

On September 11, 2019, the Complainant made the following APRA request to the City:

I am seeking all documents relating to the Pawtucket Police gun buyback program. This should include who approved of this program, how many officers are assigned to this detail, how many hours they are working along with their hourly rate of pay and the policy for purchasing the firearms. I would also like any information on how this program is funded including which organizations or grants are involved and the names and amount of funding being contributed. In addition I would like documents detailing what company will be receiving the firearms, parts and ammunition for destruction and the cost of this service.

After not receiving a response within ten (10) business days, on September 26, 2019, the Complainant filed an APRA Complaint with this Office based on the City’s failure to timely respond. *See Lyssikatos v. City of Pawtucket*, PR 19-24. In PR 19-24, this Office determined that the City failed to timely respond to the Complainant’s APRA request due to a mistake in logging the correct date the request was received by the City. The City presented evidence that after receiving the Complaint and being made aware of the issue, the City substantively responded to the APRA request by providing records, some of which were redacted.

The Complainant’s rebuttal in PR 19-24 asserted that certain responsive records, including a list of firearms and serial numbers, were not provided. Later correspondences received from the parties revealed that the City redacted firearm serial numbers in the documents initially provided to the Complainant, but later provided him with the un-redacted serial numbers after the firearms had been destroyed.

Because the Complaint in PR 19-24 was limited solely to the Complainant’s allegation that the City failed to timely respond to his request, that was the only allegation investigated by this Office. *See Mudge v. North Kingstown School Committee*, OM 12-35. In PR 19-24, this Office noted that any additional allegations regarding the completeness of the City’s substantive response to the request were outside the scope of the Complaint, and thus outside the scope of this Office’s investigation, but that the Complainant was free to submit a new Complaint regarding those issues.

A number of months after this Office issued PR 19-24, the Complainant filed the instant Complaint with this Office alleging that the City improperly redacted firearm serial numbers in the documents it produced in response to the September 11, 2019 request without citing a valid APRA exemption for those redactions.

The pertinent part of the City’s response to the Complainant’s APRA request stated:

“[P]lease be advised that after balancing the public and private interests as the APRA requires us to do regarding the specific information contained in any public record, this office has redacted certain personally identifiable information contained in the offense report such as account numbers, serial numbers and other personally identifiable information.”

In correspondence submitted to Complainant and this Office in connection with PR 19-24, the City further explained that the serial numbers were redacted for reasons of public safety based on a concern that someone who had access to the list of serial numbers could claim that the firearms belonged to them.

The Complainant alleges that the “City claimed that redaction of these serial numbers was a public safety concern They also stated that they would only release the serial numbers after the firearms were destroyed. I don’t believe that any such exemption exists in the APRA.” Although the Complainant states that he has since been provided with unredacted versions of the records (after the firearms were destroyed), Complainant alleges that the City committed a willful and knowing, or reckless violation by redacting the numbers in the first instance without citing a valid APRA exemption.

The City submitted a substantive response through its Assistant City Solicitor, Lisette M. Gomes, Esquire, which included a joint sworn statement from Attorney Gomes and Pawtucket Police Department Major Michael Kane. The City attests that Major Kane “informed the City of his concern for the health, safety and welfare of the public if the serial numbers were released. Specifically, that an individual can fraudulently claim ownership of a gun that did not belong to them; *** the undersigned determined that the premature disclosure of the serial numbers would not advance any public interest and that Major Kane had a valid concern for public safety.” The City confirmed that after the firearms in question were destroyed, it provided the Complainant with the “Firearm Destruction Report which included the serial numbers of all firearms.”

We acknowledge Complainant’s rebuttal, wherein Complainant principally argues that there is no privacy interest in firearm serial numbers and that Major Kane’s public safety concern “is not grounded in logic” because firearm serial numbers are on display in “any one of the hundreds of Gun Shops in our state” and “serial numbers can be openly viewed on internet websites of gun resellers.”

When we examine an APRA complaint, our authority is to determine whether a violation of the APRA has occurred. See R.I. Gen. Laws § 38-2-8. In doing so, we must begin with the plain language of the APRA and relevant caselaw interpreting this statute.

Unless exempt, all records maintained by a public body are presumed to be public records. See R.I. Gen. Laws § 38-2-2(4). “Any denial of the right to inspect or copy records, in whole or in part *** shall be made to the person or entity requesting the right in writing *giving the specific reasons for the denial.*” R.I. Gen. Laws § 38-2-7(a) (emphasis added).

This Office has previously found that general denials of access and statements that the requested records are “not public information” are insufficient to comply with the APRA’s mandate. See *Constantino v. Smithfield School Committee*, PR 13-24. However, “nothing in the APRA requires a denial to specifically cite the APRA exemption it is referencing.” *Finnegan v. Town of Scituate*, PR 20-41; see also *Clark v. Gloucester Police Department*, PR 17-04; *Piskunov v. City of Cranston*, PR 16-41.

For example, in *Boss v. Woonsocket Superintendent’s Office*, PR 14-31, we held that a statement that the information sought “is not a public document for several reasons” was not sufficient to comply with the APRA’s mandate. Similarly, in *Constantino v. Smithfield School Committee*, PR 13-24, we found that the School Committee’s response that, “[p]ursuant to Rhode Island General Laws, the minutes of a closed session, in this circumstance, are not public records” violated the APRA because the reason for denial was not sufficiently specific. Unlike *Boss* and *Constantino*, this Office determined that the Town of Scituate’s response in *Finnegan* that the requested document “came from [a Councilman’s] personal notes that [he] prepared ahead of the meeting. It’s [his] understanding that [his] personal notes are exempt from public access” generally referenced the language of R.I. Gen. Laws § 38-2-2(4)(K) and did not violate the APRA. *Finnegan*, PR 20-41.

Here, similar to *Finnegan*, the City’s response generally tracks the language of an APRA exemption, namely R.I. Gen. Laws § 38-2-2(4)(a)(i)(b), which exempts “[p]ersonnel and other personal individually identifiable records otherwise deemed confidential by federal or state law or regulation, or the disclosure of which would constitute a clearly unwarranted invasion of personal privacy.” See also R.I. Gen. Laws § 38-2-2(4)(D)(c). Although the City’s response could have been clearer, the City’s response conveyed that it was redacting the firearm serial numbers because it determined that the information implicated Exemption (A)(i)(b) and/or Exemption (D)(c) and the privacy interest in the redacted information outweighed the public interest in disclosure.^[1] We found a similar type of response to satisfy the APRA’s requirements in *Piskunov*, PR 16-41, where the public body likewise did not cite the specific statutory provision but nonetheless provided a specific reason for the denial that tracked the applicable exemption language. See *Piskunov*, PR 16-41 (finding that the City’s response utilizing the language of R.I. Gen. Laws § 38-2-2(4)(A)(I)(b) did not violate the APRA). Accordingly, we find no violation. Nonetheless, we encourage public bodies to cite and explain the specific APRA exemption(s) being relied upon with as much detail as possible and public bodies that do not cite the specific APRA exemption do so at their own peril.

The focus of the Complaint in this matter was that the City failed to cite a valid APRA exemption when it redacted the records. To the extent the Complaint also asserts that it was improper for the City to initially redact the serial numbers, we find it unnecessary to resolve that issue. This Office has previously determined it unnecessary for us to consider whether a public body violated the APRA by withholding records when a complainant receives the subject documents after filing an APRA complaint and when there is no evidence of a willful and knowing or reckless violation. See *Save the Bay v. Rhode Island Department of Environmental Management*, PR 20-62; *Lamendola v. East Greenwich School Committee*, PR 20-11; *Farinelli v. City of Pawtucket*, PR 17-22. The reason for this conclusion is because, even assuming a violation occurred, the APRA only provides for two types of remedies: injunctive relief and civil fines for a willful and knowing or reckless violation. See R.I. Gen. Laws § 38-2-9(d).

Here, there is no need for injunctive relief because the Complainant has already acknowledged that the City subsequently provided him with the firearm serial numbers. Additionally, even assuming the City violated the APRA by initially redacting the serial numbers, we have not been presented with adequate evidence of a willful and knowing, or reckless violation. The record evidences that the City redacted the information out of a concern for safety and individual privacy and indicated this to the Complainant. The evidence indicates the City had a good faith reason it believed the records needed to be redacted, shared that reason with Complainant, and acted in the interest of promoting safety, not out of a desire to obstruct access to public records. This is confirmed by the undisputed fact that the City provided Complainant with the serial numbers he sought once the City no longer perceived a safety concern. As such, there is no need for injunctive relief or civil fines and we decline to opine regarding whether it violated the APRA for the City to initially redact the firearm serial numbers.

Conclusion

Although this Office has found no violations, nothing within the APRA prohibits an individual from obtaining legal counsel for the purpose of instituting an action for injunctive or declaratory relief in Superior Court as provided in the APRA. See R.I. Gen. Laws § 38-2-8(b). Please be advised that we are closing this file as of the date of this letter.

We thank you for your interest in keeping government open and accountable to the public.

Sincerely,

PETER F. NERONHA
ATTORNEY GENERAL

By: /s/ Kayla E. O’Rourke
Kayla E. O’Rourke
Special Assistant Attorney General

[1] The Complaint in this matter asserts that “[t]he City claimed that redaction of these serial numbers was a public safety concern due to their belief that a member of the public may present a serial number and make a claim that a firearm belonged to them and had been stolen. . . . I don’t believe that any such exemption exists in the APRA[.]” Although it is true that subsequent correspondence from the City indicated that the serial numbers were redacted due to a “public safety concern” regarding how the serial numbers could be used, the City’s actual written response to the APRA request contained the language block quoted above that generally tracks the exemptions related to the privacy and public interest balancing test.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PROVIDENCE, Sc. SUPERIOR COURT

DIMITRI LYSSIKATOS)
)
VS.) PC/2017-3678
)
TINA GONCALVES, in her official)
capacity as the ACTING CHIEF OF)
POLICE FOR THE CITY OF PAWTUCKET;))
FRANK MILOS, JR. ESQUIRE, in)
his capacity as CITY SOLICITOR)
FOR THE CITY OF PAWTUCKET,)

HEARD BEFORE

THE HONORABLE JUSTICE MELISSA A. LONG

MARCH 18, 2019

APPEARANCES:

JAMES CULLEN, ESQUIRE.....FOR THE PLAINTIFF
PATRICK CUNNINGHAM, ESQUIRE.....FOR THE DEFENDANTS
FOR THE PAWTUCKET
JOSEPH F. PENZA, JR., ESQUIRE...FRATERNAL ORDER OF POLICE

PAMELA A. NEWBERG
COURT REPORTER

1 fact is evident from the pleadings, depositions, answers
2 to interrogatories, and admissions on file, together with
3 the affidavits, if any, and the motion justice finds that
4 the moving party is entitled to prevail as a matter of
5 law."

6 As Mr. Lyssikatos concedes, the Court in Providence
7 Journal v. Rhode Island Department of Public Safety, by
8 and through Peter Kilmartin, also instructs, that "a
9 trial justice's determination in balancing the public
10 interest in disclosure against the privacy interests at
11 stake presents a mixed question of law and fact," but
12 he argues that no balancing is required in this case.
13 Mr. Lyssikatos contends that, because he seeks redacted
14 records, no personal -- personnel or privacy exemption
15 applies, and the records must be produced without an
16 in-camera review.

17 After viewing the limited record in this case, the
18 Court disagrees and, therefore, does not find that
19 Mr. Lyssikatos is entitled to prevail as a matter of law.

20 In filing this action against Frank Milos, City
21 Solicitor for the City of Pawtucket, and Tina Goncalves,
22 the Acting Chief of the Pawtucket Police Department,
23 Plaintiff alleges that he made a request for public
24 records, and that Defendants' April 3, 2017, denial of
25 his request was improper.

1 In the denial letter, Defendants (1) distinguish
2 Mr. Lyssikatos's request from The Rake v. Gorodetsky, and
3 Direct Action for Rights and Equality v. Gannon; (2)
4 claim an exemption under Section 38-2-2(4) (A) (I) (b) of
5 the Rhode Island General Laws; and (3) apply a balancing
6 test before determining that privacy interests outweigh
7 the public interest in these records. The ultimate
8 question for the Court in this matter is whether the
9 Defendants are right or wrong about their bases for
10 denial.

11 In light of prior case law, particularly Department
12 of Air Force v. Rose, Direct Action for Rights and
13 Equality v. Gannon and Providence Journal Company v.
14 Kane, I don't believe the Court can determine whether the
15 Defendants are right or wrong about their bases for
16 denial of this case without reviewing the records.

17 Defendants urge the Court to adopt and implement a
18 protocol in this instance and in all future circumstances
19 where there is a challenge to a public agency's decision
20 to withhold a document under the balancing test. I note
21 that the Court specifically declines to adopt such a
22 protocol. The Court limits its ruling today to the facts
23 and circumstances presented in this case, and in its
24 current procedural posture.

25 Similarly, the Court makes no decision or

1 determination today regarding any "incidental invasion
2 of privacy," other than to acknowledge that
3 Section 38-2-3(j) provides that "no public records shall
4 be withheld based on the purpose for which the records
5 are sought, nor shall a public body require, as a
6 condition of fulfilling a public records request, that a
7 person or entity provide a reason for the request or
8 provide personally identifiable information about
9 him/herself."

10 So with that, the question is how we proceed next --
11 disposes of the Motion for Summary Judgment, the case
12 continues. It seems to me that perhaps that this is
13 something that is appropriate for Formal & Special, and I
14 can say that because I'm going to be on the Formal
15 Special Cause Calendar rather than giving this case to
16 one of my colleagues or, you know, trying to assign
17 somebody else work. So we can certainly talk about how
18 you'd like to proceed.

19 I don't know if you have any further discovery or
20 anything that you'd like to do, or if you really do just
21 feel at this point that there needs to be, you know, sort
22 of final arguments on --

23 MR. CULLEN: I don't think there's any need for
24 further discovery, Judge. I mean, you know, we may take
25 an appeal from this decision, obviously, but if in the

1 interim we're submitting the records for in-camera
2 review, I think based on Your Honor's ruling, that that's
3 basically all that needs to happen at this point.

4 I need to think about it just a little bit to make
5 sure that I have covered all my bases, but I'm not sure
6 there's anything specific that we need at this point, but
7 perhaps we could coordinate and appear before you or file
8 something appropriate before you on the Formal Special
9 Cause Calendar.

10 THE COURT: That would be fine, and reach out to
11 the clerk. I don't know if there's additional briefing
12 that you'd want to do certainly, because the question
13 will be then it will be in a different posture, so I
14 think that, you know, you all can determine what it is,
15 how you think you'd like to proceed, reach out to the
16 clerk and get back, and we'll schedule it for further
17 disposition.

18 MR. PENZA: Judge, May 5th is the date that you're
19 going on the Formal Special Cause? Is that the magic
20 date?

21 THE COURT: No, that's not the magic date. The
22 magic date is actually the 21st of April. I'll be
23 hearing some before then, but really that -- at this
24 point I feel like I can just -- I'm sensitive to the idea
25 that perhaps I'm kicking the can over to another Judge,

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and that's absolutely not my intention.

I'm certainly more than willing to continue to consider this case. It does seem to me that it is appropriate for Formal Special at this point if there's no further motions.

MR. PENZA: Okay.

MR. CULLEN: Thank you, Your Honor.

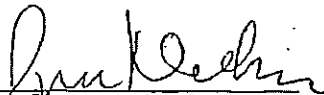
MR. PENZA: Thank you.

MR. CUNNINGHAM: Thank you very much, Judge.

(RECESS)

C E R T I F I C A T I O N

I, PAMELA A. NEWBERG, hereby certify that the following pages 1 through 6 are a true and accurate copy of my stenographic notes.


Pamela A. Newberg
Court Reporter

Supreme Court

No. 2019-162-M.P.

Dimitri Lyssikatos :

v. :

Tina Goncalves, in her capacity as Police Chief for the City of Pawtucket, et al. :

ORDER

The petition for writ of certiorari, as prayed, is denied.

This matter shall be closed.

Justice Flaherty did not participate.

Entered as an Order of this Court this *22nd* day of *May 2020*.

By Order,

/s/
Clerk