

**2018-2021
CONTRACT AGREEMENT
(Including 2017-2018 Extension)**



between
NEA CHARIHO
and
**CHARIHO REGIONAL SCHOOL
DISTRICT COMMITTEE**

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ARTICLE 1
RIGHTS OF THE COMMITTEE

- A. There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of Rhode Island and of the United States. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of educators and their working conditions, which are not inconsistent with this Agreement.
- B. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Committee, the decision of the Committee shall be final and binding if made in good faith, except where otherwise provided in this Agreement.
- C. The responsibility of the principals to exercise a leadership role as head of a school shall be recognized and the role of the Superintendent of Schools as executive agent of the School Committee and as a leader of the staff shall also be respected.

ARTICLE 2
RIGHTS OF THE UNION

- A. The Union may use school buildings without cost, at reasonable times, for meetings. Requests for use of buildings shall be made in accord with current policy, as approved by the Committee.
1. NEA Chariho may utilize office equipment when available. NEA Chariho will provide its own expendables.
 2. NEA Chariho president may utilize a telephone extension in the NEA Chariho office, provided toll charges are paid for by NEA Chariho.
 3. Authorized NEA Chariho officials may use a school office telephone, when available, to conduct NEA Chariho business, provided toll charges are paid for by NEA Chariho.
 4. NEA Chariho shall be entitled to an office site. In the event that it becomes necessary to relocate the NEA Chariho office, the site will be chosen by mutual agreement between the parties.
- B. NEA Chariho will have the right to place notices, circulars and other material concerning proper and legitimate NEA Chariho business on faculty bulletin boards and in educators' mail boxes.
- C. District equipment and space may not be utilized by NEA Chariho for political activities.
- D. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of materials for NEA Chariho or any other educator organization.

ARTICLE 3
RECOGNITION

In accordance with the School Teachers' Arbitration Act (Chapter 9.3 of the Act of 1966 of the state of Rhode Island, amending Title 28 of the General Laws) the Committee hereby recognizes NEA Chariho as the exclusive representative of all certified teaching personnel of the Chariho Regional School District engaged in teaching duties, specifically excluding there from the superintendent, assistant superintendents, directors and coordinators who are assigned exclusively to central office duties, principals, and assistant principals, all of whom perform no teaching duties, coaches, club advisors, and per diem educators.

ARTICLE 4
TECHNOLOGY, TEXTBOOKS AND SUPPLIES

- A. Given access and training, members of the bargaining unit shall make full use of all technology made available by the District.

- B. Educators shall be involved in the selection of teaching materials and textbooks. The recommendation of educators and others involved on selection committees, which are led by the Assistant Superintendent, will be carefully considered by the Superintendent in making his/her recommendations to the Committee.
- C. It shall be the responsibility of the individual educator to advise those to whom he/she reports of instructional and safety supplies shortages in sufficient time for such shortages to be prevented. Those who receive such reports shall promptly deliver this information to the school principal or director.
- D. During the budget development process, educators shall present a list of all materials, along with their cost, if available, for their instructional needs for the upcoming school year. Educators shall submit their requests as directed by the school principal or director.
- E. When a new pre-K to grade 6 classroom is established as a result of class size requirements, the Committee will reimburse the educator three hundred dollars (\$300) for the purchase of classroom supplies.

ARTICLE 5

EDUCATOR EVALUATION

- A. The educator evaluation system shall be approved by the Rhode Island Department of Education and aligned with the Educator Evaluation Standards, as approved by the Board of Regents. Where no Rhode Island Department of Education approved system exists for specific positions, the Chariho system shall be used. Each educator shall receive training prior to participation in the evaluation process. No classroom observation shall be conducted for the purpose of evaluation except by an evaluator who is trained in the evaluation model.
- B. An Evaluation Review Committee shall be formed consisting of four (4) members. Two (2) members and one (1) alternate shall be appointed by the Superintendent and two (2) members and one (1) alternate shall be appointed by the NEA Chariho President. Neither the Superintendent nor NEA Chariho President shall serve on the Committee. The Evaluation Review Committee shall resolve matters of dispute concerning the establishment of Student Learning Objectives, the development of the Professional Growth Plan, and the determination of the final evaluation; every resolution shall be issued in writing with a copy to the Superintendent and NEA Chariho President. Any challenges shall be submitted to the Evaluation Review Committee via the Office of the Superintendent within five (5) school days of receipt of the related document by the educator and after an attempt to resolve the matter of dispute with the administrative evaluator, any such attempt shall be documented in writing by both parties and submitted to the Evaluation Review Committee. The Committee shall give due consideration to the concerns of the educator while acknowledging the authority and role of the evaluator to make professional judgments concerning employee performance. The decision of the Evaluation Review Committee shall be final, except in matters concerning the final evaluation, which is subject to Article 24. The American Arbitration Association (AAA) Expedited Labor Arbitration rules will be followed in all disputes under this Article.

ARTICLE 6

PERSONNEL FILES

- A. The Superintendent shall maintain a secure personnel file for each member of the bargaining unit. Such file shall contain copies of personnel transactions, official correspondence with the employee, evaluation reports, letters of recommendation and recognition, and other relevant documents. A copy of all material placed in an educator's file shall be given to the educator.
- B. Any complaints regarding an educator, made to the administration by any parent, student, or other person, if appropriate, will be promptly called to the educator's attention and documented in writing. Any complaint regarding an educator's character, serious enough to be entered in a personnel file will be called to the educator's attention.
- C. The President of NEA Chariho, having written authorization from the educator concerned, shall be given access to the material in his/her file. Access to, and inspection of his/her file, shall take place only in the presence of the Superintendent or his/her designee. An educator shall be permitted to reproduce, but not remove, material in his/her personnel file.

- D. An educator shall be allowed to submit written comments concerning materials in his/her file within ten (10) school days of receipt of those materials.
- E. At the request of the educator, any material that is disciplinary in nature will be removed from the personnel file after five (5) years so long as no further incidents have occurred.

ARTICLE 7

PROMOTIONS

- A. Promotional positions are those positions of STEM (Science, Technology, Engineering & Math) and Humanities Specialists, Department Chairs, Lead Teachers, and Content Area Leaders. Stipends for these positions are listed in Appendix B.
- B. Promotions shall be filled on the basis of the best-qualified applicant available. Where two (2) or more candidates are equal in qualifications, the applicant with the highest Performance-Seniority-Experience (PSE) Score shall be given preference, and if the applicants have the same PSE Score, then the applicant with the greatest seniority in the Chariho Regional School District shall be given preference.
- C. All vacancies in promotional positions shall be posted and all qualified internal applicants shall be interviewed. If there are no internal qualified applicants, the Committee may leave the position vacant or hire from outside the bargaining unit.

ARTICLE 8

TEACHING HOURS AND TEACHING LOADS

- A. The High School and Middle School educators' day will be for a length of seven (7) hours per day to include five (5) minutes before the start of the student school day and ten (10) minutes after the end of the student school day. The normal educator day will be from 7:25 A.M. to 2:25 P.M. Educators will be in their classroom prepared to perform their professional duties on time.
- B. The elementary educators' day will be for a length of seven (7) hours per day to include ten (10) minutes after the end of the student school day. The normal educator day will be from 8:35 A.M. to 3:35 P.M. Educators will be in their classroom prepared to perform their professional duties on time.
- C. The Superintendent may designate a position for a work day or work year that differs from the regularly scheduled educator's day or year. The work day or year for such a position will not exceed the number of hours (hours will be consecutive) in the work day or number of days in the work year of an educator at that level. The hours for an educator on a flexible schedule shall remain the same for the duration of the school year. The Superintendent will make every effort to use vacancies to fill such positions. If that is not possible, an educator must be notified by April 1st that he/she is being displaced to create a flexible schedule position. An educator may volunteer for such a schedule change after the April 1st deadline.

Middle and High School educators on an early or late flexible schedule are required to satisfy all elements of this Article, except those related to the start and end of the school day or school year. Where there are time conflicts, the educator and supervisor will come to mutually agreeable arrangements.

- D. The work year for educators will consist of one hundred eighty (180) teaching days. There will be an additional four (4) days of which two (2) days are for parent conferences and two (2) are for professional development for a total of one hundred eighty four (184); plus a half (1/2) day for educator orientation prior to the opening of school for students. Professional development days shall be seven (7) hours and thirty (30) minutes; parent educator conference days shall be six (6) hours and thirty (30) minutes, from 12:30 P.M. to 7:00 P.M., with one (1) hour for dinner. At the discretion of the administration, up to one (1) parent conference day may be used for professional development.

Effective in 2018-2019, Section D shall remain in effect except that there will be three (3) days for professional development, at least one of which shall be building-based, parent educator conference days shall be discontinued, and the educator orientation day shall be a full day. In addition, no more than one-half (1/2) day shall be reserved for after-the-work-day or week educator participation at events as requested by administrators (e.g., student orientation,

career and technical center recruiting) and /or through educator requests for participation in after-the-work-day or week events (e.g., conference related to position, CIPA-APP Committee, School Improvement Team) pre-approved by administrators; requests shall not be unreasonably denied. Activities detailed in this Agreement (e.g., graduation portfolio assessment) shall not be eligible and fees related to educator requests may not be reimbursed. By June 1 of each year, educators shall document said participation of no more than one-half (3½ hours) day; failure to do so shall result in loss of one-half(1/2) day's compensation in the final payroll of the year.

Parent/guardian requests for conferences shall be responded to within one (1) school day and scheduled within five (5) school days of the request. Effective in 2019-2020, if the demand for conferences exceeds capacity as determined by the Superintendent and NEA Chapter President, all or part of the building-based professional development day may be used for conferences.

E. The Committee will provide every educator with:

1. A duty-free lunch period each day.
2. At least five (5) unassigned periods per week, at least one (1) per day, exclusive of recess time and duty free lunch time. These unassigned periods will be at least thirty-five (35) minutes in length. Unassigned periods shall be used for the purpose of fulfilling professional responsibilities.
3. At the High School, an educator who does not provide instruction during the time when students are scheduled for advisory may be scheduled to take as his /her unassigned periods during the first forty-five (45) minutes of each period of each day, except that one (1) of these periods each day shall be designated as common planning time.

F. Instructional and Common Planning Time shall be assigned and structured as follows:

1. Elementary educators shall be assigned at least one (1) common planning period of thirty-five (35) minutes per week.
2. No Middle School educator shall be assigned more than twenty-five (25) teaching periods per week. Any educator may, however, volunteer to be assigned one (1) additional teaching period per week in lieu of a non-teaching duty; the administration may choose to accept such an offer. Middle School educators will be assigned three (3) common planning periods per week in addition to their regular instructional assignment. Common planning periods will be equivalent to one (1) class period; class periods may be combined.
3. No High School/Career and Technical Center educator shall be assigned more than five (5) instructional periods in a full block rotation which covers both an "A" day and a "B" day. Career and Technical Center educators may be assigned up to six (6) instructional periods in a full block rotation which covers both an "A" day and a "B" day if their program requires it.

Common planning time will be assigned twice per week during unassigned blocks for a time not to exceed one half (1/2) the block.

4. The structure and reporting mechanism for Common Planning Time will be developed collaboratively with the STEM and Humanities Specialists by the principal and department heads at the High School, with the STEM and Humanities Specialists by the principal and content area leaders at the Middle School, and by the principal and building representatives at each elementary school. The structure will incorporate educator and school improvement goals, analysis of results on local and state assessments, and discussion of instructional practices, research trends, and current curricula implementation. Each educator shall submit a monthly report to the building principal of Common Planning Time activities. The structure and reporting mechanism shall be reviewed annually.

G. The parties recognize the alternative nature of The RYSE School and the need to be flexible and creative to meet the needs of students. Two RYSE School educators, chosen by their peers, along with the Director shall develop through consensus mutually agreeable schedules providing educators with lunch periods, unassigned time, and common planning time. In addition, the same shall apply to issues such as educator preparations and other educator responsibilities, including but not limited to, after-school obligations.

- H. The parties recognize the potential powerful impact on student achievement of creativity, innovation, and entrepreneurship in all of the schools. With the joint prior approval of the Superintendent and NEA Chariho President, building-based committees consisting of educators and the principal and/or director may propose reasonable alternatives to the provisions in this Agreement designed to positively impact student achievement. Alternatives shall not be unreasonably denied, shall be annually reviewed, shall end no later than the expiration of this Agreement, and shall be memorialized in writing.
- I. Advisor/advisee periods shall be established at the secondary level to increase the level of personalization and support the academic growth of students. At the High School level, advisor/advisee shall meet for no longer than forty-five (45) minutes every other day and at the Middle School level, for no longer than one (1) class period per week. An advisory assignment may replace part or all of a non-teaching duty. However, advisories are considered instructional in nature and as such, are not considered a duty. Members of the bargaining unit assigned to an advisory will follow the prescribed advisory curriculum and related administrative procedures.
- J. An educator who wishes to leave the building during an unassigned period may do so, with permission of the principal. An educator with an unassigned first or last period may not use the procedure to reduce the total length of the daily in-school hours.
- K. Educator participation in extracurricular activities will be strictly voluntary.
- L. An open house, not to exceed two (2) hours, will be held once each year in each building to allow parents and educators to meet and all educators must attend unless excused by the building principal.
- M. No secondary educator shall be assigned more than three (3) preparations, except for educators of business, world language, agricultural sciences, and career and technical programs.
- N. Content Area Leaders shall be assigned a full teaching load. High School Department Chairs of English, Mathematics, Science, Social Studies, and Special Education shall be assigned a .8 teaching load, effective in 2018-2019. High School Department Chairs of World Languages, Physical Education/Health and Business/Technology shall be assigned a .9 teaching load, effective in 2018-2019. The Superintendent of Schools and NEA Chariho President shall reach an agreement as to teaching load whenever the Unified Arts Chair is a classroom teacher. STEM and Humanities Specialists shall be assigned the equivalent of a .4 teaching load, effective in 2018-2019.
- O. All educators shall remain after the student school day to **fulfill** professional obligations, including meetings called by administrators, STEM and Humanities Specialists, department chairs, and content area leaders, with the total monthly meetings not to exceed one (1). In addition to the one (1) after the student school day meeting, additional meetings may be incorporated into early release time at the discretion of the administrator. A second after the student school day monthly meeting may be scheduled in any month where early release time is not scheduled.
1. Notification of a meeting will be given one (1) week in advance.
 2. The agenda will be published and distributed forty-eight (48) hours in advance of the meeting.
 3. Faculty input to the agenda will meet the above deadlines.
 4. These meetings will start no later than fifteen (15) minutes after the close of school and shall not exceed one (1) hour in length.
 5. Emergency meetings may be called for atypical situations.
- In addition to the above, all members of the bargaining unit are obligated to be available before and/or after school to provide instructional and disciplinary support to students; before and/or after school availability is to be communicated to all students and families. Members are expected to take the initiative to encourage and/or require the attendance of students.
- P. The Committee will make every effort to provide qualified substitutes to replace educators, including school-nurse educators, who are absent or required to attend district-scheduled meetings. The only exceptions are psychologists, social workers, speech pathologists, occupational therapists, physical therapists, guidance counselors, and ESL

educators. With the exception of school nurse educators, when there is no substitute available to cover for an absent educator, the principal will:

- I. Assign educators who may be temporarily without student responsibilities to cover a class without a coverage stipend.
2. Assign educators whose names appear in the voluntary c list to cover a class during his/her unassigned period.
3. Assign an educator from the non-voluntary c list to cover a class during his/her unassigned period when there are no educators on the voluntary c list for that period.

There will be a continuous rotation through the names on both lists so that coverages are assigned in a fair and equitable manner. An educator being assigned from either list, thereby losing his/her unassigned period will be compensated at the rate listed in Appendix B. An educator may be assigned from the non-voluntary coverage list no more than fifteen (15) times per school year. Class coverage may be assigned to an educator only during his/her unassigned period. No class coverage will be assigned to an educator during a period when he/she is scheduled for a teaching assignment or a non-teaching duty. NEA Chariho officers, the building representatives, the grievance chairperson, and the school nurse teacher shall not have their names appear on the non-voluntary coverage list.

Educators must select one (1) of the following options:

- Educators may opt to be on the non-voluntary coverage list.
- Educators may opt to be on the voluntary coverage list for any area in which the educator is certified.

- Q. The NEA Chariho President shall be assigned a specific schedule with no more than three-fifths (3/5) teaching duties during his/her term of office for the purpose of carrying out labor management duties arising under this Agreement. The NEA Chariho President agrees to submit a schedule in which union duty blocks are identified. Additionally, the NEA Chariho President will not apply for any overload that is scheduled during union blocks. At the end of the president's term in office, he/she shall have the right to return to the teaching position he/she previously held in the same manner as if he/she had been on a leave of absence. When an elementary educator is elected president, the parties agree to negotiate a method for release time.
- R. The parties agree that individual educators may participate in job sharing. Job sharing shall be defined as a voluntary request by two (2) educators to share one (1) of their positions. Such requests must be recommended by the Superintendent and approved by the Committee.
1. Those educators participating in the job sharing shall be on a leave of absence from their full-time position. At the conclusion of the job sharing, those educators shall have the right to return to the position he/she left, subject to the provisions of Article 14 and Article 17.
 2. The educators in the job sharing shall progress to the next step that they would have attained had they not been on a leave of absence.
 3. The cost of benefits for the shared job shall not exceed the cost of benefits for one (1) educator. The district shall be held harmless by staff waiving benefits.
 4. Both educators who choose to job share must attend educator orientation, parent-educator conferences, and professional development days. Educators who don't attend faculty meetings shall be responsible for information presented.
 5. If, in the course of a school year, one (1) of the educators in a job share is unable to continue participation, the other participant must return to full-time status.
- S. The elementary school nurse-educators will be assigned to teach no more than eleven (11) health classes per week.

ARTICLE 9
CURRICULUM DEVELOPMENT

The Committee recognizes the importance of providing adequate opportunity for educators to work towards the improvement of curriculum and instructional practices in order to assure the continuous improvement of the Chariho Regional School District. The curriculum will be planned by the educators under the supervision of the Assistant Superintendent in concert with the K-12 District Curriculum Planning Council. In recognition of this need, it is agreed that:

- A. All curriculum initiatives (new programs and/or adoptions) will be conducted under the supervision of the Assistant Superintendent and subject to final approval of the Committee.
- B. Educators who wish to participate in curriculum development activities will submit their application in response to a posting. Curriculum development assignments shall be filled on the basis of the best-qualified candidates available. Where two (2) or more candidates are equal in qualifications, the candidate with the highest PSE score in the Chariho Regional School District shall be selected, and if PSE scores are equal, the candidate with the highest seniority shall be selected. The Superintendent will have the right to substitute participants from the applicants if subsequent events require earlier participants to withdraw.
- C. Educators appointed to work on curriculum shall be compensated at the rate stipulated in Appendix B. Upon completion of one half (1/2) of the posted assigned hours, the educator may submit a request for payment with the balance due upon completion and approval of the work by the Assistant Superintendent.

ARTICLE 10
CLASS SIZE

- A. The average maximum class size ratio of students per certified elementary classroom educator at each grade level in the school district shall be as follows:

Kindergarten	20 students	1 educator
Grade 1	20 students	1 educator
Grade 2	21 students	1 educator
Grade 3	23 students	1 educator
Grade 4	23 students	1 educator
Grade 5	25 students	1 educator
Grade 6	25 students	1 educator

No individual class shall exceed:

Kindergarten	25 students
Grade 1	25 students
Grade 2	25 students
Grade 3	25 students
Grade 4	25 students
Grade 5	28 students
Grade 6	28 students

When district student enrollment counts at any grade K-6 level exceed the number of students required for a specific number of sections by five (5) or fewer students, NEA Chariho and the administration may mutually agree that educators may be compensated as per Appendix B if individual class size limits are violated. Otherwise, those five (5) students may be placed without adding an additional section.

Students who are in self-contained placements for more than seventy-five percent (75%) of the school day shall not be counted in class size calculations.

B. Secondary teaching responsibilities:

1. The maximum teaching responsibility for grades 7 and/or 8 educators shall be one hundred twenty (120) pupils per educator; no individual class shall exceed 25 students.
2. The maximum teaching responsibility for grades 9 through 12 educators shall be one hundred twenty (120) pupils per educator.
3. At the High School level, the maximum individual class size shall be as follows:

Advanced Placement*	18 students
Honors	30 students
College Preparation	30 students
Basic/Extended	20 students

*The District shall provide specialized training for educators of advanced placement courses. In the first year of teaching an advanced placement course, two (2) professional days per quarter shall be offered for the purpose of long-range planning.

- C. In classes with work and/or laboratory stations, the number of students assigned shall not exceed the number of work and/or laboratory stations.
- D. With mutual agreement with NEA Chariho, there may be split grade classes; i.e. an educator may be assigned a class containing students from more than one (1) grade level.
- E. After October 2nd new students may be assigned on a fair and equitable basis so long as no individual class /teaching responsibility is exceeded. Every effort will be made to provide educators with twenty-four (24) hour notice prior to a student's first day of class.
 1. At the kindergarten through grade six (6) levels, in the event all individual classes within a grade in a building have reached the maximums as described above, new students will be assigned on a fair and equitable basis. Educators shall be compensated as set forth in Appendix B.
 2. At the grade seven (7) through twelve (12) levels, in the event all individual classes/teaching responsibilities have reached the maximums as described above, new students will be assigned on a fair and equitable basis. Educators shall be compensated as set forth in Appendix B.
3. Payments to educators for overages will be dispersed on a quarterly basis.
- F. School counselors at the High School and Career and Technical Center shall be assigned no more than two hundred sixty (260) and Middle School counselors no more than three hundred twenty (320) students per counselor. Counselor load shall be determined as of October 1st.

The school counselor chair will be assigned a student caseload at .5 of the other High School guidance counselors, not to exceed one hundred thirty (130) students.

- G. In some isolated instances where a student's placement might be impacted by strict adherence to class size limits, such placements will be accommodated with consent of the individual educator and NEA Chariho. It is mutually understood that any such accommodations shall not be deemed a precedent in another or other similar situation.
- H. At the elementary and middle school levels, the principal, in consultation with educators at each building, shall develop a procedure for the educationally appropriate placement of students for the next school year.
 1. Two (2) educators and /or teams may request to loop; the permission of the principal is required, which shall not be unreasonably denied. Being in a looping program will not alter any educator's originally assigned position. The parties agree that educators volunteering for and assigned to loops will remain in those positions for the term of the loop unless displaced.
 - a. The looping process shall operate as follows:

i. There will be an equal number of voluntary educators and/or teams in each grade for the looping program.

ii. In the event there is an unequal number of educators and/or teams volunteering, a lottery will be used to determine the order of participation of voluntary educators and/or teams in the loop.

L. Educators will be allowed to voluntarily participate, with their principal's approval, in a co-teaching model for regular/special education service delivery. The voluntary commitment to this model shall be open for annual renewal by both the educator and the principal. Any position posted and filled as a co-teaching position will not be subject to annual renewal by the educator. The principal may require a return of the educator's classroom assignment to a traditional model if, in the principal's opinion, the special education population in any succeeding year does not warrant the co-teaching model.

ARTICLE 11

SALARIES

- A. Salary schedules are set forth in Appendix A.
- B. All persons on the educators' salary schedule will be paid biweekly in twenty-six (26) equal installments. However, with thirty (30) days prior notice, educators may exercise an option to receive the balance of their salary on the last pay day in June. During years where there are twenty-seven (27) payroll distributions, educators' salary will be paid biweekly in twenty-seven (27) equal installments.
- C. New educators shall be given full increment credit for previous Rhode Island public school teaching experience. A full teaching year shall be no less than one hundred thirty-five (135) paid days in a school year.
- D. Credit will be given for continuous active duty service in the armed forces, up to a maximum of two (2) years.
- E. Any educator who starts work in the Chariho Regional School District after the forty fifth (45th) day of the school year will be placed on the same step on the salary schedule for the next school year. It is understood that the educator will not receive credit for tenure unless he/she has completed one hundred thirty-five (135) days in any school year.

ARTICLE 12

NON-TEACHING DUTIES

- A. The Committee and NEA Chariho acknowledge that an educator's primary responsibility is to teach and that his/her energies should be utilized to that end.

With this in mind, non-teaching duties will be assigned in a fair and equitable manner as follows:

- 1. Elementary - All personnel covered by this collective bargaining Agreement will assist in the dismissal of students and in the collection of lunch money. In any instance where an educator is not assigned a full teaching load, the administration reserves the right to assign the educator to a duty or c without additional compensation.
- 2. Middle School - All personnel covered by this collective bargaining Agreement maybe assigned non-teaching duties, which are limited to study hall/skills, corridor/lav, and lunch duties, equal in time to up to two (2) class periods per week. Middle School educators will supervise students as they pass. In any instance where an educator is not assigned a full teaching load, the administration reserves the right to assign the educator to a duty or c without additional compensation.
- 3. High School - All personnel covered by this collective bargaining Agreement may be assigned up to one (1) non teaching duty, which is limited to study hall, corridor/lav, and lunch duties, equal in time to up to one (1) class period every other day. High School educators will supervise students as they pass. In any instance where an educator is not assigned a full teaching load, the administration reserves the right to assign the educator to a duty or c without additional compensation.
- 4. NEA Chariho president, NEA Chariho vice-president, building representatives, STEM and Humanities Specialists, Department Chairs assigned to the High School, Content Area Leaders assigned to the Middle School, and school nurse educators shall be assigned no duties.

- B. All employees covered by this Agreement shall participate in the assessment of two (2) after-school senior presentations per year of The Graduation Portfolio. Educators shall be scheduled for said assessments by December 1 of each school year.

ARTICLE 13
VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Any position that becomes vacant from ten (10) days prior to the opening of school through the end of the school year shall be filled at the discretion of the Committee. At the end of the school year, the position will be vacated and posted for the ensuing school year, unless there are no educators currently certified for the vacant position. Nothing herein prohibits the posting of a vacant position and subsequent assignment for the next school year prior to the end of the current school year.
- B. A vacancy shall be defined as a position that is open and is scheduled to remain open through the end of the current school year created by leaves of absences, retirements, resignations, terminations, transfers, class size considerations and the establishment of new programs.
- C. Any notice of postings shall be emailed to all members of the bargaining unit.
- D. Educators who desire a change in assignment shall file an electronic response with the Human Resources Administrator within five (5) days of the posting of a vacancy. Educators must be certified for a vacancy at the time of the posting.

Voluntary transfers and assignments will be based upon the Performance-Seniority-Experience (PSE) Matrix, with the position awarded to the member with the highest PSE Score. Where two or more applicants have the same score, seniority shall be the deciding factor.

(All points earned are as of July 1 of the fiscal year in which the position will be filled; PSE scores will be adjusted for those educators who voluntarily transfer into a new position after July 1.)

Evaluation Data	Points	Seniority (in Years)	Points	Relevant Experience	Points
Minimum of 245 Combined Weighted Points in Classroom Environment, Instruction, and Professional Responsibilities for Teachers and Collaboration, Service Delivery, and Professional Responsibilities for Support Professionals (RI Model) or Rating of 'Highly Effective' (Charlho Model)	4	25 or more	5	Three (3) or more of the last five (5) years of experience in posted position	4
Minimum of 210 Combined Weighted Points in Classroom Environment, Instruction, and Professional Responsibilities for Teachers and Collaboration, Service	3	20-24	4	Three (3) or more of the last five (5) years using the same certification as posted position	3

Deliver, and Professional Responsibilities for Support Professionals (RI Model) or Rating of 'Effective' (Chariho Model)					
Minimum of 140 Combined Weighted Points in Classroom Environment, Instruction, and Professional Responsibilities for Teachers and Collaboration, Service Delivery, and Professional Responsibilities for Support Professionals (RI Model) or Rating of 'Minimally Effective' (Chariho Model)	2	15-19	3	Some, but less than three (3) years of the last five (5) years using the same certification as posted position	2
Minimum of 70 Combined Weighted Points in Classroom Environment, Instruction, and Professional Responsibilities for Teachers and Collaboration, Service Delivery, and Professional Responsibilities for Support Professionals (RI Model) or Rating of 'Ineffective' (Chariho Model)	1	10-14	2	Posted position requires use of a different certification or educator is new to the district	1
		4-9	1		

Note 1: For split positions, posted position refers to majority element of the position. Posted position does not relate to school site.

Note 2: The above does not apply to educators with a final rating of 'Ineffective' or 'Developing'; said educators are not eligible for voluntary transfers without the written consent of the Superintendent.

Note 3: 'Evaluation Data Points' and 'Relevant Experience Points' calculated prior to July 1, 2016 shall remain as previously calculated.

E. Any educator appointed as a special educator must complete three (3) years of service in the Chariho Regional School District as a special educator prior to requesting a voluntary transfer of assignment. Request for transfers within the special education certification shall be subject to Section D above.

F. Educators initially assigned solely to a career and technical center program must remain in said assignment for the number of years equal to the initial salary step placement unless they have been displaced.

G. Any educator participating in a Performance Improvement Plan may not post for positions unless displaced or unless the Superintendent grants permission.

- H. Non-tenured educators may not bid for positions outside of their current building assignment unless they have been displaced.
- I. Educators requesting a voluntary transfer who are on an approved leave of absence must return from that leave to assume the new assignment. The request for voluntary transfer shall be considered null and void if the educator does not return to full-time status and the educator shall be assigned to a new position of record which shall be any position for which he/she is certified. In the year of return to full-time status, no further requests for leave during that year will be considered unless covered by the Family Medical Leave Act.
- J. Only educators of secondary core academic subjects (English language arts, mathematics, science, social studies) and K-4 elementary classroom educators shall be assigned to buildings. All others shall be considered to be district employees.
- K. Filling of vacancies:
 - 1. Vacant positions shall be posted within twenty (20) days of the approval of the annual budget by voters up through ten (10) days prior to the opening of school for the ensuing school year. Vacant positions will be filled as follows:
 - a. An educator will be reinstated to the vacant position if he/she was involuntarily transferred from the identical position in the past.
 - b. The educator with the highest PSE Score shall be notified in writing before such position is posted. Where two or more members have identical PSE Scores, the most senior will be reinstated.
 - b. Subject to state law, the educator with the highest PSE Score on the reinstatement list will be placed next according to the provisions of Article 29. Where two or more members have identical PSE Scores, the most senior will be reinstated.
 - c. The vacant position will be posted and educators expressing a desire for a voluntary transfer will be assigned next according to D.
 - d. A candidate from outside the bargaining unit will be appointed by the Committee.
- J. If a request for transfer is denied, it will be for just cause.

ARTICLE 14

INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. The Committee and NEA Chariho recognize that some involuntary transfers of educators from one (1) school to another or reassignment within a school are unavoidable, and that this practice should be based upon the educational needs of the school system.
- B. Written notice of involuntary transfer or reassignment shall be given to educators as soon as practicable.
- C. When an involuntary transfer or reassignment is necessary, the educator with the lowest Performance-Seniority Experience (PSE) Score (see Article 13, Section D), certified in the affected area, will be transferred or reassigned. (Regarding the PSE Matrix and its application to involuntary transfer and reassignment, Relevant Experience pertains to relevant experience in current position.) Where two or more members have identical PSE Scores, the least senior will be transferred or reassigned. The following will be used to determine the educator to be involuntarily transferred or reassigned, with due regard for the preference of the individual educator:
 - I. Reassignment and Reductions in Faculty.
 - a. The educator with the lowest PSE Score in the affected grade and/or discipline, in the affected building, will be displaced. Where two or more members have identical PSE Scores, the least senior will be displaced. The displaced educator may:
 - 1. Take any vacant position available in any building for which the educator is certified.

ii. Displace the educator with the lowest PSE Score in that affected building, only if said educator has a lower or equivalent PSE Score than the displaced educator.

111. Displace the educator with the lowest PSE Score in the district, only if said educator has a lower or equivalent PSE Score than the displaced educator.

iv. When no position or opportunity exists, the displaced educator shall be considered suspended and placed on the reinstatement list.

An educator displaced as a result of steps i-iii above may:

a) Take any opening available in any building for which the educator is certified.

b) Displace the educator with the lowest PSE Score in the district, only if said educator has a lower or equivalent PSE Score than the displaced educator.

c) When no position or opportunity exists, the displaced educator shall be considered suspended and placed on the reinstatement list.

2. In sections C.1. above, an educator being involuntarily transferred or reassigned, thereby being displaced, shall not have the right to choose an option which will cause the suspension or termination of any educator other than a first-year educator who is hired for an educator on a leave of absence.

3. Any educator hired for a vacancy created by an educator taking a leave of absence will not be placed on the involuntary transfer list when he/she is displaced by the educator returning from the leave of absence.

D. The Superintendent and NEA Chariho President shall jointly prepare and maintain a list of all educators who have been involuntarily transferred or reassigned. By August 30, this list shall be complete, showing the names of those educators involuntarily transferred and/or reassigned, the position from which the educator has been moved, the date of the transfer, seniority date, PSE Score, and areas of certification.

E. The following procedure will be followed to return an educator to the position from which he/she has been involuntarily transferred or reassigned.

1. When a position becomes available from which an educator has been involuntarily transferred, the affected educator shall be notified in writing in order to be given the opportunity to return to his/her former position before such position is posted as outlined in Article L3.

2. An educator's name will be removed from the involuntary transfer list when:

a. He/she accepts or rejects the option to return to his/her former position. Such acceptance or rejection shall be in written form and shall be forwarded to the Superintendent within three (3) days of receipt of notification. No response will be considered a rejection.

b. He/she resigns from the Chariho Regional School District.

3. No educator shall forfeit his/her involuntary transfer rights by refusing to accept a return transfer if the position rejected is not the exact position from which he/she was involuntarily transferred or reassigned.

F. The following procedure will be followed by the Superintendent to comply with Articles 13, 14, and 29:

1. Educators returning from leaves of absence under Articles 17 or 18 shall be placed first.

2. Educators whose names appear on the involuntary transfer list will be placed next according to the provisions of Article 14.

3. Educators shall be reinstated according to the provisions of Article 29.

4. The position will be posted and educators expressing a desire for a voluntary transfer will be assigned next according to the provisions of Article 13.

5. A candidate from outside the bargaining unit will be appointed by the Committee.

ARTICLE 15
EDUCATOR SCHEDULES

- A. Educators shall be notified of their assignments for the ensuing year, including the subject and/or grades that they will teach and the class lists for elementary and middle school educators, as soon as is practical, but no later than July 1. If changes in assignments or any additions or deletions to class lists are made after July 1, the affected educators shall be notified prior to the start of school.
- B. Educators shall be assigned only within their area of certification.
- C. The administrator, in consultation with NEA Chapter, shall develop a list of proficiencies for Middle School technology educators. These competencies must be met by educators transferring into or hired for these positions.

ARTICLE 16
ABSENCES AND LEAVES

- A. Paid Time Off (PTO) is provided to allow members of the bargaining unit days away from work with pay for personal and professional reasons, bereavement, illness, or to care for immediate family members. PTO shall not be used for or considered as vacation time, pursuant to Rhode Island state law. PTO may be discharged in one-half (1/2) hour increments and must be scheduled in advance, except in cases of illness or emergency. PTO is earned at the rate of 3.5 days per quarter for full-time members of the bargaining unit and is prorated for those members who work less than full time.
- B. Except in cases of documented illness or emergency, PTO may not be used on a professional development, parent educator conference or open house day; on educator orientation; or on the first or last day of the school year. Five percent (5%) of all educators, with no more than ten percent (10%) of all educators in any one building (determined by building of payroll distribution), may use PTO before or after a holiday or school vacation or before or after a mid week non-school day so long as the request is made ten (10) school days in advance. PTO shall not be used for or considered as vacation time, pursuant to Rhode Island state law. When the total requests exceed the number allowed, approvals will be granted on a first-come, first-served district-wide basis.
- C. Unlimited accumulation of PTO is allowed for reasons of illness, bereavement, or to care for an immediate family member. Current PTO must be used prior to use of accumulated PTO, except in cases of bereavement whereby the educator shall be given the choice.
- D. Within thirty (30) days of ratification of this Agreement and upon hire, members of the bargaining unit may irrevocably opt into one of three attendance incentives.
 - 1. Members of the bargaining unit who retire and are eligible to collect ERSRI retirement will be entitled to sell back to the Committee up to a total of twenty-five (25) unused days calculated at the rate of one (1) day for every three (3) days of unused PTO days for the first seventy-five (75) unused days accumulated and will be entitled to sell back to the Committee unused PTO days calculated at the rate of one (1) for every ten (10) days of unused PTO days above the first seventy-five (75) unused PTO days accumulated.
 - 2. Members of the bargaining unit who retire and are eligible to collect ERSRJ retirement will be entitled to sell back to the Committee 18% of unused days or apply the value of those days to the cost of health insurance, as detailed in Appendix C.
 - 3. Members of the bargaining unit who are absent two or fewer days per school year in a 184 ½ day school year, excluding absences as a result of administrative or governmental direction, shall be entitled to sell back to the Committee one unused day per year.
- E. Any educator who resigns or is terminated for job performance or disciplinary reasons shall lose his/her accumulated PTO days.
- F. An educator shall be excused for jury duty with pay, less compensation received for such jury duty. An educator who is required to attend court proceedings involving the school district shall be excused with pay.

- G. The Superintendent will approve the donation from the NEA Charitable Official Sick Pool by members of the bargaining unit of accumulated PTO days to an educator who is ill, given that the request is submitted on an agreed-to form and all educators so participating indicated their approval with a notarized signature.
- H. The Superintendent (or designee) is obligated to investigate patterns of absence and tardiness which are of concern.

ARTICLE 17

EXTENDED LEAVES OF ABSENCE

- A. Peace Corps and Exchange Programs (and similar programs, as determined by the Superintendent)
 - 1. A leave of up to two (2) years, without pay, will be granted to educators who join the Peace Corps or may be granted to educators who serve as exchange educators and are full-time participants in either of such programs and who have completed at least three (3) years in the Chariho Regional School District. Upon return from such leave, an educator will be employed at the next step higher than that from which he/she left. Leaves shall not be granted to educators for the purpose of employment by another district/school. Employment does not include educators who participate in Rhode Island Department of Education or similar fellowships. Educators with a most recent evaluation rating of 'ineffective' shall not be eligible for this leave.
- B. Military Leave
 - 1. Teaching personnel who must leave their position for the purpose of being inducted into, or entering the Armed Forces of the United States, will, upon request, be granted military leave for the period of such service subject to the provisions of applicable federal and state laws.
 - 2. Upon completion of military service, personnel will return to their position with such seniority, status, and pay as directed by applicable federal and state laws. Tenure, however, shall be granted only in accordance with the laws of the State of Rhode Island.
 - 3. An educator who is a member of a reserve component of the Armed Forces will be granted a leave of absence under the following conditions:
 - a. The length of the leave of absence for limited training will not exceed standards established by federal or state regulations for training activities required for maintaining standing in a reserve component of the Armed Forces.
 - b. Educators on military leave of fifteen (15) days or less will receive the difference between their salary and their military pay, provided the educator submits evidence that the active duty requirement cannot be fulfilled at a time other than the school year.
- C. Maternity, Paternity and Medical Leave
 - 1. Subject to state and federal law, any educator who plans to request a maternity or paternity leave will make said request no later than forty-five (45) days prior to the commencement of the leave. An educator may elect either of the following two (2) choices:
 - a. Subject to receipt of documentation, continued employment status, which allows an educator the use of his/her accumulated PTO days so that his/her salary and fringe benefits continue to be paid by the Committee.
 - b. Subject to receipt of documentation, a leave of absence without pay or increment to begin after accumulated PTO days are exhausted. The Committee will continue fringe benefits until three (3) months after delivery. After that time, the educator may remain in the group while on leave by paying the group rate cost to the school district. An educator taking this leave must notify the Superintendent in writing by April 1st of his/her intention to return to his/her position at the commencement of the next school year. An educator who chooses *option a.* will, in addition, be granted *option b.* upon request.
 - c. For either of the above options, maternity or paternity leave may not extend beyond thirteen (13) weeks.

2. Subject to receipt of medical documentation, an emergency medical leave may be granted without pay or increment of up to one (1) year.

D. Medical Verification

1. Educators on medical leave under this provision shall ensure that a confidential statement, including the anticipated date of return, from the treating physician be provided to the Superintendent at the time of leave request. The Superintendent may request periodic updates.
2. The Committee shall, at its own expense, have the right to have the educator examined from time to time by a physician designated by the Committee for the purpose of establishing the existence, extent and /or anticipated duration of the illness or injury.

E. Other Leaves

1. Subject to the receipt of documentation, educators may make requests for the following leaves of absence.
 - a. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the educator's immediate family or for other personal reasons.
 - b. A leave of absence without pay or increment of up to one (1) year for the purpose of advanced study.
- F. All benefits to which an educator was entitled at the time his/her leave of absence was granted will continue to him/her upon his/her return unless those benefits were changed as the result of the ratification of a subsequent collective bargaining Agreement.
- G. Educators returning from any unpaid leave of up to one (1) year, or any other leave, shall have the right to return to the position he/she left. Any educator returning from an unpaid leave greater than one (1) year shall have the right to return to a position for which he/she is certified.
- H. All above requests for extended leaves of absence, unless emergency in nature will be filed with the Superintendent, in writing, by April 1st and shall be confirmed, in writing, by the Superintendent within five (5) days after Committee action is taken on the requests.
- I. Educators on an unpaid leave of absence may continue to receive fringe benefits by paying the group rate cost of such benefits to the school district.
- J. Once an educator has been hired by the Committee to replace an educator granted an unpaid leave, the leave must be taken.
- K. The provisions of the Federal and State Family Leave Law will apply (Reference: U.S. Department of Labor Employment Standards Administration Wage and Hour Division W.H. Publication 1477, July 1993).

ARTICLE 18

ACADEMIC FELLOWSHIPS AND PROFESSIONAL DEVELOPMENT

- A. A standing committee comprised of four (4) representatives appointed by the Superintendent and four (4) representatives appointed by NEA Chariho will jointly plan professional development programs for the Chariho Regional School District. All programs shall be subject to district approval.
- B. The Chariho Regional School Committee shall annually or bi-annually seek part-time or full-time Academic Fellows. The Fellow may be appointed for a period not to exceed two (2) years. From the pool of qualified applicants, the Superintendent shall recommend the best qualified candidate to the Committee without regard to seniority. Educators who serve in Academic Fellowship positions shall remain in the bargaining unit with commensurate salary and benefits and will be placed upon a leave of absence from their teaching position. At the conclusion of the academic fellowship period, the educator shall be reinstated to his/her former position.

- C. The Academic Fellow shall guide and facilitate the implementation of a district initiative, project, or improvement effort, as detailed in a posting to all members of the bargaining unit. Included in the work of the Fellow shall be the development and arrangement of a comprehensive professional development program, including on-site college/university level courses and other relevant adult learning experiences which relate to the district initiative, project, or improvement effort. The Fellow shall be an ex-officio member of the standing committee referenced in A.
- D. For district-approved college/university courses offered on-site, educators who earn a documented passing grade are eligible for reimbursement for up to one (1) three (3) credit course per school year. Reimbursement must be requested within two (2) weeks of the issuance of grades.
- E. The decision of the Resolution Attorney shall be final regarding grievances related to the appointment of Fellowships.

ARTICLE 19 **PROTECTION**

- A. Educators will immediately report all cases of assault in connection with their employment to the Superintendent through the principal, in writing.
- B. When an educator has been assaulted, the Committee will comply with any reasonable request from the educator for information in its possession relating to the incident or the persons involved.
- C. If criminal or civil proceedings are brought against an educator alleging he/she committed an assault in connection with his/her employment, the Committee may, after investigation, furnish legal counsel to defend the educator in such proceedings.
- D. The Committee will continue its present liability insurance coverage for educators on assigned field trips or similar assigned supervisory duties.

ARTICLE 20 **PERSONAL INJURY AND PROPERTY DAMAGE**

- A. Whenever an educator is absent from school as a result of any personal injury occurring in the course of his/her employment, he/she will be paid the difference between his/her salary and Workers' Compensation benefits for the period of his/her disability, provided that he/she notifies the Superintendent in writing of the injury within five (5) school days of the date of occurrence, unless the educator is physically unable to do so, and further provided that all such payments shall cease upon retirement or resignation of the educator.
- B. The Committee shall have the right to have the educator periodically examined by a physician designated by the Committee for the purpose of establishing the length of time during which the educator is temporarily disabled from performing his/her duties. The educator and/or NEA Charities may also have a physician examine the individual. Any dispute will be resolved in accordance with the grievance procedure.
- C. The Committee will reimburse an educator for any clothing or other personal property damaged or destroyed in the actual performance of his/her teaching duties, less any recovery for such damage receivable from other sources, provided that the educator bears no responsibility for such damage or destruction and further provided that the educator notifies the Committee, in writing, within two (2) days of the date of the alleged damage.

ARTICLE 21 **INSURANCE**

- A. The Chariho Regional School Committee shall provide, on a fully-paid basis, the following coverages:
 - I. Workers' Compensation.
 - 2. Social Security or Survivors' Benefits.

3. All educators employed by the Committee as of September 1988 will be provided an individual group term life insurance plan, with accidental death and dismemberment benefits, in the amount of \$40,000 to age seventy (70). Should any of these employees retire prior to age seventy (70), they may purchase the group life insurance at the group rate to age seventy (70).

All educators employed by the Committee after September 1988 will be provided an individual group term life insurance plan, with accidental death and dismemberment benefits, in the amount of \$40,000 to age seventy (70). Should any of these employees retire prior to age sixty-six (66), they may purchase the group life insurance at the group rate through age of full eligibility for Social Security.

- B. The Committee shall pay the annual cost of the following health insurance plans for all certified personnel as indicated in the table below; all certified personnel eligible for enrollment in the High Deductible (HD) Family or Individual Plan with HSA shall be enrolled in said plan at the next legal opportunity, following ratification of this Agreement. A summary of the health and dental plans that contains the agreed-upon benefits will be available in the office of the Human Resources Administrator.

	2017-2018	2018-2019	2019-2020	2020-2021
Preferred Provider Organization (PPO) Family or Individual Plan	80%	80%	*80%	*80%
High Deductible (HD) Family or Individual Plan with HSA	100%	100%	*	*

*Educators in receipt of the health insurance benefit will compensate the District in a manner agreeable to the Superintendent and NEA Chariho President an additional amount equal to 20% of any increase in health insurance premiums above those in place on January 1, 2018. The District will compensate educators in receipt of the health insurance benefit in a manner agreeable to the Superintendent and NEA Chariho President an additional amount equal to 20% of any decrease in health insurance premiums below those in place on January 1, 2018. Implementation shall be as of July 1, 2019 and as of July 1, 2020. (Example: The rate in effect on January 1, 2018 for a family plan is \$15,000. The rate increases to \$16,000 on July 1, 2018. The rate decreases to \$15,500 on July 1, 2019. On July 1, 2019, educators compensate the district for 20% of \$500, or \$100, in a manner agreeable to the Superintendent and the NEA Chariho President. The rate increases to \$15,600 on July 1, 2020. On July 1, 2020 educators compensate the district for an additional 20% of the \$100 increase, or \$20, in a manner agreeable to the Superintendent and the NEA Chariho President.)

- I. PPO Family Plan or Individual Plan Health Insurance, as appropriate shall remain under the current plan design, except that, as of January 1, 2018, a co-insurance deductible of \$500 individual/\$1,000 family shall be implemented for services that include, but are not limited to hospital, both in and out-patient, surgical procedures, durable medical equipment (wheelchairs, walkers etc), physical therapy, speech therapy and occupational therapy, as well as hi-end radiology (MRI, CT-Scans, Pet Scans, nuclear medicine tests).
2. HD Family Plan or Individual Plan Health Insurance with a Health Savings Account (HSA), as appropriate, with a two thousand dollar (\$2,000) individual plan annual deductible and a four thousand dollar (\$4,000) family plan annual deductible. Coverage under the HD will run from January 1 through and including December 31 of each year.

This option will be implemented in accord with federal law, which prohibits participation in an HD Plan by some individuals. The NEA Chariho President and the Superintendent shall annually arrange for informational sessions for the membership regarding the HD Plan with HSA.

- a. Employee contributions may be made in a lump sum deduction or through pre-tax bi-weekly payroll deduction, as permitted by law and at the employee's discretion. Payroll deduction changes may be made effective for the first payroll in January and the first payroll in July.
 - b. The employee shall be responsible for monthly bank fees associated with the HSA ; the Committee shall be responsible for other administrative fees.
3. Family Plan or Individual Plan Dental Insurance, as appropriate, that is substantially similar to that in existence on September 1, 2009.
 4. A stipend in the amount of \$2,500 will be offered once during the twelve months following the date of ratification, in accord with the execution date specified in Article 30, for those members who leave the District's family plan health insurance for at least twelve consecutive months. Those members who take advantage of this offer may not return to the District's family health plan for the duration of this contract agreement unless they experience a loss of coverage and cannot obtain coverage elsewhere. Payment in the amount of \$2,500 shall be made at the end of the twelve-month period.
 5. When multiple family or household members are employed by the District, one (1) family plan will be offered with no opportunity for compensation as outlined in section four (4). Multiple family or household members may not participate in both the HSA and receive compensation as a result of the refusal of a health plan.
 6. Health and /or dental benefits shall not be offered to members of the bargaining unit hired to less than a one-half (.5 FTE) position. For those members hired for the 2010-2011 and subsequent years to a one-half (.5 FTE) or greater position, health and/or dental premiums shall be pro-rated (e.g.. 6 FTE shall pay 40% of premium); in no case shall the members' contribution be less than the agreed-to full-time member co-share contribution . The payment for refusing health care coverage shall be pro-rated for employees holding less than a full-time position.
 7. Bargaining unit members shall , before undergoing elective and /or non-emergency surgery, obtain a second opinion.
- D. Educators on unpaid leaves may continue to purchase the group plans at their own expense.
 - E. Any educator eligible to retire under the Employees ' Retirement System of Rhode Island (ERSRI) may elect an early retirement plan as described in Appendix C.
 - F. The Chariho Regional School District shall maintain a qualified Section 125 Plan to include , but not be limited to, health, dental, and dependent care.
 - G. Individuals retiring during the term of this contract hereby acknowledge and agree to be bound by future negotiations /changes related to health coverage contained herein.
 - H. If, over the term of this 2018-2021 agreement, health insurance working rates increase by 20% from the rate in effect on January 1, 2018 , the parties shall meet within thirty (30) days of official working rate notification to engage in negotiations with the goal of identifying mutually agreeable strategies to reduce and/or control health care costs.

ARTICLE 22

DUES DEDUCTION

- A. The Committee agrees to deduct from the salaries of educators who sign an authorization card , uniform dues for NEA Chariho, NEA Rhode Island and the National Education Association as said educators individually and voluntarily authorize the Committee in writing to do so.
- B. The monies deducted will be forwarded to NEA Chariho in equal installments beginning on the first payday in October and ending on the last payday in March . [If an educator terminates employment during the year, the balance of the dues will be deducted from his /her last check.
- C. It is recognized that the negotiation and administration of this Agreement entails expenses, which should be appropriately shared by all educators who are beneficiaries of said Agreement. To this end , if an educator does not join NEA Chariho in accordance with its Constitution and By-Laws and /or execute an authorization for dues

deduction, such educator will, as a condition of employment by the Committee, have an amount deducted from his/her salary as certified by the Executive Secretary of NEA Rhode Island to the Chariho Regional School Committee on or before September 15th of each school year, which sum will be forwarded to NEA Chariho. Such sum will not exceed the annual membership fee of NEA Chariho/NEA Rhode Island/NEA, and deducted in the same manner as the regular membership. To this end, if an educator does not pay to the exclusive bargaining organization the service charge, as a contribution toward the collective bargaining procedures involved in securing a contract, such educator will be terminated within ninety (90) days from the second (2nd) payday in October of each year. NEA Chariho agrees to indemnify and hold harmless the Committee for any disputes or claims arising out of this provision.

ARTICLE 23

SUMMER SCHOOL, NIGHT SCHOOL AND ADULT EDUCATION

- A. All openings for summer school, night school, Career and Technical Center ramp up programs, adult education, and similar positions will be posted whenever possible not later than ten (10) days prior to the start of said session. Timelines identified in Article 13, Section C shall be followed. All position awards are dependent upon enrollment.
- B. Positions in summer school, night school, Career and Technical Center ramp up programs, adult education, and similar programs, will, to the extent possible, be filled first by regularly appointed educators in the Chariho Regional School District insofar as such preferences are consistent with the educational needs of the district.
- C. In filling such positions, consideration will be given to an educator's area of competence, most recent relevant assignment, major and/or minor fields of study, most recent evaluation rating, and length of continuous service in the Chariho Regional School District.
- D. The rate of pay for these positions is stipulated in Appendix B.

ARTICLE 24

GRIEVANCE RESOLUTION PROCESS

- A. It is the intent of this Article to encourage the resolution of grievances at the lowest possible level in an efficient and professional manner. Grievances are written allegations of violations of this Agreement that are filed within ten (10) school days of the occurrence of an alleged violation.
- B. Within sixty (60) days of the ratification of this Agreement, the Superintendent of Schools and NEA Chariho President shall agree to three practicing attorneys, who shall be Resolution Attorneys and hear grievances on a rotating basis.
- C. Prior to the filing of a grievance, the person(s) making the allegation will attempt to informally resolve the matter at the lowest decision-making level possible. The lowest decision-making level is defined as the administrator lowest in the chain of command with the authority to resolve the alleged violation.
- D. The following procedure shall be followed when filing a grievance:
 - 1. The grievance shall be filed with the Superintendent of Schools by the NEA Chariho President following an attempt to informally resolve the matter. The parties shall attempt to resolve the grievance.
 - 2. If there is no resolution, the Superintendent and NEA Chariho President shall determine which Resolution Attorney shall hear the grievance. The Resolution Attorney shall receive the grievance within ten (10) school days of the Superintendent's receipt of the grievance.
 - 3. The Resolution Attorney shall hold a hearing and issue a decision within twenty (20) school days of his/her receipt of the grievance.
- E. The decision of the Resolution Attorney is not binding. Arbitration, along with all other remedies offered in state law, remain available to the Superintendent of Schools and the NEA Chariho President. Remedies must be in accord with the provisions of Title 16, Chapter 39 of the R. L. G.L., 1956, as amended, to the full extent permitted by law. Final and binding arbitration, when pursued, will be under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which will act as the administrator of the proceedings. (The arbitrator will have no

power to alter the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he /she judges to be proper.) These remedies must be initiated within ten (10) school days of the receipt of the Resolution Attorney's decision.

- F. Timelines may be extended by mutual agreement. If a decision is not rendered within the stated time limits, the grievance shall be considered valid. If the grievance is not filed within the stated time limits, the grievance shall be considered denied. The only exception to this provision will be when an emergency situation necessitates an unavoidable delay. The reason for the unavoidable delay will be communicated to the Superintendent of Schools or NEA Chariho President, as appropriate.
- G. All decisions at all levels must be in writing, except in regards to Article 24C above.
- H. All costs associated with the Resolution Attorney shall be shared equally. Each party shall bear the full cost for its outside representatives in arbitration. The cost of the neutral arbitrator and the AAA will be divided equally between the parties.
- I. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- J. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the Superintendent and NEA Chariho and will be reproduced and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
- K. NEA Chariho and the Committee agree to make available to each other and to any grievant and /or his /her representative all information not privileged under law in their possession or control and which is relevant to the issues raised in the grievance.
- L. Reference to the president in this Article shall mean the President or his / her designee and reference to the Superintendent of Schools shall mean the Superintendent or his / her designee.
- M. Educators are entitled to representation by NEA Chariho at each step in the process.
 - 1. No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, an NEA Chariho representative, 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, except that he /she may not be represented by a representative or an officer of any educator organization other than NEA Chariho; NEA Chariho will be represented at all grievance hearings, except that there is no requirement for representation in regards to Article 24C above.
 - 3. The Committee and NEA Chariho shall not be permitted to assert in arbitration any ground or rely on any evidence not previously disclosed to the other party.

ARTICLE 25

NEGOTIATION PROCEDURE

- A. Upon receipt of written notice, prior to August 31st of the year preceding the expiration date of this contract given pursuant to the requirements of Article 30 herein, the Committee and NEA Chariho agree to enter into negotiations over a successor agreement, not later than the following January 15th, in accordance with the procedure set forth herein a good faith effort to reach agreement concerning educators' hours, salaries, working conditions, and other terms and conditions of professional employment.
- B. During negotiations, the Committee and NEA Chariho will present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may, if it is so desired, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- C. If the negotiations described in Section A above have reached an impasse, as defined in Title 28, Chapter 9.3 of the Acts of 1966, then the procedure described in that Chapter shall be followed.
- D. The Committee and NEA Chariho agree that all negotiable items have been discussed during all the negotiations leading to the Agreement and therefore agree that negotiations will not be reopened on any items unless mutually agreed upon.

ARTICLE 26

SENIORITY AND CERTIFICATION GUIDELINES

- A. Seniority, the length of continuous service in the Chariho Regional School District, begins with a person's first day of work following confirmation of appointment by the Committee.
- B. In the situation where the seniority date is the same between individuals, a lottery will be used to break the tie.
 - 1. All individuals that hold emergency certification, a one (1) year only position, or are awaiting an official decision on certification at the time of the lottery, will be placed at the end of the seniority list.
 - 2. In the event where there is more than one (1) individual as specified in 8.1. above, a lottery of all similarly situated educators will take place.
- C. Educators who do not report for work for one hundred and thirty-five (135) teaching days in a given year, excluding for reasons due to an approved Family Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) absence, shall not accrue seniority or advance on the salary schedule for that year, thus remaining at their current salary.
- D. Only educators certified in Early Childhood Education may post to positions at the Pre-K -2 grade levels; provided, however, that:
 - 1. Any member currently teaching grades 1-4 may post to any position in grades 1 and 2.
 - 2. Any other educators who hold an elementary certificate may post to any position in grades 1 and 2, but must complete one (1) of the following by December 31 of the first year and the second by December 31 of the second year of said position:
 - a. A university level course in the content area of reading readiness and developmental reading; and
 - b. A workshop offered or approved at the district level in the content area of curriculum and methods in early childhood education.
- E. It is the responsibility of each member of the bargaining unit to maintain appropriate certification or licensure for his/her position, and to notify the Superintendent of any change in certification or licensure.
 - 1. A member of the bargaining unit not appropriately certified or licensed for his/her position shall be placed on unpaid leave unless a position exists for which the individual is certified. The person shall have no right to displace any other member of the bargaining unit. This provision does not apply to those individuals awaiting an official decision on certification or licensure.
 - 2. Members of the bargaining unit shall maintain the certificate or license required for the position he/she holds as of the start of the 2010-2011 school year and for any position acquired thereafter.

ARTICLE 27

GENERAL

- A. The Committee shall not discriminate in any way against any educator by reason of his/her membership in, or participation in, the activities of NEA Chariho or his/her exercising of rights granted under this Agreement.
- B. No educator will be disciplined, reprimanded, reduced in rank or compensation, terminated or deprived of any professional advantage without just cause. Just cause includes but is not limited to (1) engaging in behavior which

may cause harm or a safety risk to students, parents, and /or staff members , (2) engaging in unprofessional behavior with students , parents, and /or staff members, (3) teacher performance defined by a component score sum of 8 or less in Classroom Environment or a component score sum of 8 or less in Instruction or a component score sum of 18 or less in Professional Responsibilities on the Rf Model evaluation system OR support professional performance defined by a component score of 8 or less in Collaboration or a component score sum of 8 or less in Service Delivery or a component score sum of 14 or less in Professional Responsibilities on the RI Model evaluation system OR a rating of minimally effective or less on the Chariho Model evaluation system despite support offered over a one (1) year period through a Performance Improvement Plan (or its equivalent) , (4) consistent violations of Committee policy, and (5) consistent violations of the collective bargaining agreement.

C. If it is necessary , pursuant to the Grievance Resolution Process in Article 24 of this Agreement, for any NEA Chariho representative to attend a grievance meeting or hearing during the school day, he/she shall, with permission of the Superintendent or his / her designee, be released without loss of pay , as necessary , in order to permit participation in the foregoing activities. Any educator whose appearance in such investigation, meeting or hearing as a witness shall be accorded the same right. NEA Chariho agrees that these rights shall not be abused.

D. NEA Chariho representatives shall be permitted to use non-teaching time during a regular work day for the performance of NEA Chariho business arising under this Agreement and involving management-labor relations.

It is expressly understood that such representatives are full time educators and that the right to perform NEA Chariho work during the regular workday, which is provided for in this Article 27, will be exercised no more frequently and no longer than necessary.

E. When the Superintendent is preparing the school calendar, including the scheduling of up to ten (10) early release days of ninety (90) minutes each, for consideration by the Committee, he/she will invite the NEA Chariho President or his /her designee to consult and shall report on the outcome of those consultations to the Committee.

F. This Agreement constitutes Committee policy for the term of said Agreement and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its administrative regulations and take such other action as may be necessary in order to give full force and effect to provisions of this Agreement.

G. Both the Committee and NEA Chariho agree that they will be bound by and abide by all pertinent statutes and regulations of the Council on Elementary and Secondary Education and the RI Department of Education.

H. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

L To the greatest extent possible , the Committee agrees to provide educators with facilities that are professional, well maintained, secure, and designed to meet the educational needs of students , including (1) classroom space in which educators may safely store and lock instructional materials and supplies, (2) an educator work area containing adequate equipment and supplies to aid in the preparation of instructional materials, (3) an appropriately furnished area restricted to faculty and secured nights and weekends , and (4) one telephone located in a private area in each building.

ARTICLE 28

COOPERATION AND COMMUNICATION

A. NEA Chariho agrees to appoint representatives to serve on special committees when requested to do so. When educators serve on committees , whether appointed or voluntary , the written recommendations of said committees shall be made by a majority vote or by consensus and shall be transmitted to and considered by the person or body ultimately responsible for the decision.

B. NEA Chariho agrees to make a concerted effort to work with the Committee and the administration in developing the total educational program into one that is unique to the Chariho Regional School District.

- C. Committee members will not act individually on matters of school policy with school educators or other individuals; rather, they will promptly refer the educator or the individual to the Superintendent or his/her designee.
- D. When any complaint involving the performance of an educator is received by an individual Committee member, that member, after listening to the complaint, will contact the Superintendent and transmit the complaint. The Superintendent will then discuss the complaint with the principal and with the educator prior to taking any action.

ARTICLE 29

SUSPENSION AND REINSTATEMENT

A. *Suspension :

Subject to state law, educators may be suspended for reasons other than just cause in accord with their Performance Seniority-Experience (PSE) Score (see Article 13, Section D) with those with the lowest PSE Score within the certification area suspended first. When two or more educators have the same PSE Score, the least senior educator shall be suspended. (Regarding the PSE Matrix and its application to layoff, Relevant Experience pertains to relevant experience in current position.)

8. Reinstatement:

1. Subject to state law, any educator suspended pursuant to this Article shall have reinstatement rights for two calendar years, with those with the highest PSE Score within the certification area reinstated first. (Regarding the PSE Matrix and its application to recall, Relevant Experience pertains to relevant experience in vacant position.) When two or more educators have the same PSE Score, the most senior shall be recalled first.
2. The right to reinstatement extends to any vacancy in any area in which the suspended educator is certified, so long as the vacant position is equal to or greater than the full-time equivalency status of the position from which the educator was suspended.
3. Educators with reinstatement rights will retain all accumulated PTO which they had at the time of the suspension.
4. Article 29 does not apply to any educator who is terminated for just cause or for lack of certification.
6. For the purpose of B, the term position shall be defined as a teaching vacancy for which the laid-off educator is certified.
7. When the Committee intends to fill a position for which a laid-off educator has certification, the Superintendent shall notify, by certified mail, return receipt requested, at the last known address, the educator with the highest PSE Score in the area of certification. When two or more educators have the same PSE Score, the most senior shall be notified. That educator will notify the Superintendent, in writing, of his/her intent to accept or reject the position within seven (7) calendar days after receipt of notification.
8. If the educator refuses to accept the position offered, or fails to respond to such notification within the above time limit, such educator will lose all reinstatement rights under this provision. Should this occur, the Superintendent will then notify the educator with the next highest PSE Score in the area of certification of such vacancy, and the same procedure shall apply. When two or more educators have the same PSE Score, the most senior shall be notified.
9. A member of the bargaining unit with reinstatement rights shall be eligible to purchase health benefits at the group rates for the time he/she remains suspended.
10. The Superintendent and the NEA Chapter President, or their designees, shall maintain a reinstatement list of all educators who have been suspended. By August 30th, this list shall be complete, showing the names of those educators laid off, the date of layoff, seniority date, areas of certification, PSE Score, teaching load, and length of appointment.

*Suspension is a legal term with no relation to employee disciplinary matters, as referenced in Article 27.

ARTICLE 30
DURATION

The provisions of this Agreement will be effective as of September 1, 2018 and will continue and remain **in** full force and effect until August 31, 2021.

This Agreement will automatically be renewed for additional successive terms of one (1) year each unless either the Committee or NEA Chariho gives written notice, by registered mail, to the other, prior to August 31 of the year next preceding the year of then-scheduled expiration (i.e., at least one-year's prior advance notice), of its desire to reopen this Agreement and to negotiate the terms of a new Agreement.

The Committee and NEA Chariho agree that, during the life of this Agreement, grievances as defined in Article 24 arising between them shall be settled in accordance with the Grievance Resolution Process. NEA Chariho agrees that it will not engage in, institute or condone any strike or work stoppage or any concerted refusal to perform work over any matter subject to the Grievance Resolution Process.

IN WITNESS THEREOF, the parties hereunto set their hands and seals this 11th day of September, 2017.

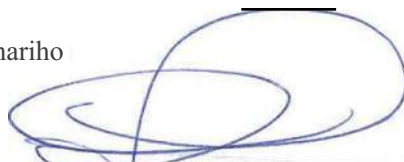
Chariho Regional School Committee

NEA Chariho

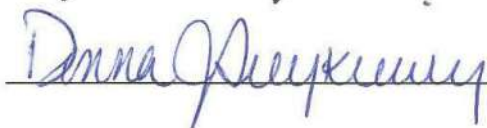
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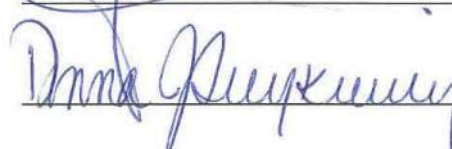
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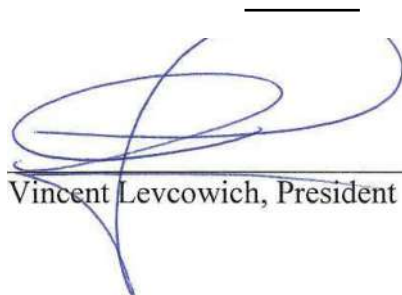
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COLLECTIVE BARGAINING AGREEMENT EXTENSION
BETWEEN
THE CHARIHO REGIONAL SCHOOL COMMITTEE
AND
NATIONAL EDUCATION ASSOCIATION-CHARIHO

This collective bargaining agreement is entered into this 11th day of September, 2017, by and between the Chariho Regional School Committee and the National Education Association Chariho (collectively, the "Parties").

The Parties agree that the 2012-2015 contract agreement as extended through August 31, 2017, by and between the Parties is further extended through August 31, 2018; provided, however, that the terms and conditions of the contract agreement are modified as set forth in Exhibit A (Noted as Document: II-6 & VIII B & C) attached hereto, except with regard to Article 30.

**NATIONAL EDUCATION
ASSOCIATION--CHARIHO**



Vincent Levcowich, President

**CHARIHO REGIONAL SCHOOL
COMMITTEE**



Sylvia Sr. Joy, Chair


COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CHARIHO REGIONAL SCHOOL COMMITTEE
AND
NATIONAL EDUCATION ASSOCIATION-CHARIHO

This collective bargaining agreement is entered into this 1st day of September, 2017, by and between the Chariho Regional School Committee and the National Education Association Chariho (collectively, the "Parties").

The parties agree to enter into a contract agreement for the period September 1, 2018, to August 31, 2021, pursuant to the terms and conditions as set forth in Exhibit A (Noted as Document: II-6 & VIII B & C) attached hereto.

**NATIONAL EDUCATION
ASSOCIATION--CHARIHO**

**CHARIHO REGIONAL SCHOOL
COMMITTEE**



Vincent Levcowich, President

Sylvia Stanley, Chair

APPENDIX A
SALARY SCHEDULE

A salary step assignment conversion shall be implemented for the 2017-2018 school year in accord with the following chart. Those educators initially hired for the 2017-2018 school year under the previous Agreement shall be placed on the 2017-2018 step with a salary that is equal to that offered at the time of hire, with the exception of those hired on the top step of the salary schedule, who shall be placed at the top step of the 2017-2018 schedule.

2016-2017 STEP	2017-2018 STEP
5	2
6	3
7	4
8	5
9	6
10	7
11	8
12	9
13	10
14	11
15	12
16	12

STEP	2017-2018	2018-2019	2019-2020	2020-2021
1	45,403	45,403	45,403	
2	48,386	48,386	48,386	48,200
3	51,478	51,478	51,478	51,169
4	54,683	54,683	54,683	54,321
5	57,997	57,997	57,997	57,667
6	61,421	61,421	61,421	61,219
7	65,556	65,556	65,556	64,990
8	69,691	69,691	69,691	68,993
9	73,826	73,826	73,826	73,243
10	76,325	76,325	76,325	77,755
11	78,824	78,824	78,824	82,545
12	82,136	83,779	85,455	87,591

STEP PLACEMENT

Step placement at initial hiring is a management right.

ADVANCED DEGREE AND SUBJECT MATTER TRAINING COMPENSATION

Advanced Degree and Subject Matter Training Compensation are designed to encourage educators to pursue advanced studies in their areas of expertise, so as to build content and disciplinary knowledge.

Advanced Degree Compensation is awarded in accord with the following chart to all educators employed by the Committee as of June 30, 2013, except as indicated below. All educators employed by the Committee as of July 1, 1988 will be grandfathered and receive reimbursement for B+15 at \$564 and B+30 at \$1,407 until they achieve the next higher level of reimbursement.

Masters or B+36	2,106
Masters + 30 *	3,179
CAGS or 2 Masters	4,240

*Courses may be taken before or after receipt of a Master's Degree and with prior approval of the Superintendent. Courses must be taken in an area related to educator's assignment or certification, but not necessarily in a planned program.

Requests for Advanced Degree Compensation must be made prior to October 1 of the year in which the compensation is to take effect.

Subject Matter Training Compensation is awarded in accord with the following chart to all educators employed by the Committee after June 30, 2013, except as indicated below. Subject matter training is defined as post Bachelor's Degree college-level content-focused coursework that is directly and specifically related to the members' current assignment (e.g., mathematics coursework taken by a secondary math educator, reading coursework taken by an elementary educator or reading consultant, art coursework taken by an art educator). Compensation will cease if and when an educator's assignment changes resulting in a change of discipline and/or content.

Number of Three-Credit Courses with Grade of 'B/80' or Higher	Compensation
5	\$1,000
10	\$1,750
15	\$2,500
20 or more	\$3,250

Requests for Subject Matter Training Compensation must be made prior to October 1 of the year in which the compensation is to take effect. Courses must be taken after assignment to a position and must be pre-approved.

Exceptions:

1. Educators employed by the Committee as of June 30, 2013 not eligible for Advanced Degree Compensation may indicate, in writing, to the Superintendent by June 30, 2013 their irrevocable desire to avail themselves of Subject Matter Compensation, as opposed to Advanced Degree Compensation. All stipulations cited above shall apply, except that the Superintendent may consider post Bachelor's Degree college-level content-focused coursework courses taken since June, 2008 for which a grade of B/80 or higher was earned.

2. Educators employed by the Committee after June 30, 2013, who are in possession of a Master's Degree in an area directly related (e.g., Master's Degree in English for secondary English position) to the posted position may indicate, in writing, to the Superintendent prior to the first day of employment their irrevocable desire to avail themselves of Advanced Degree Compensation. Otherwise, all educators employed after June 30, 2013, shall be eligible for only Subject Matter Training Compensation.

Educators may elect either Advanced Degree Compensation or Subject Matter Training Compensation, but not both.

LONGEVITY

Educators shall receive, during the year of service in the District, as listed:

Years	
13-16	700
17-20	1,200
21-24	1,500
25 or more	2,000

Longevity shall no longer be available for members hired for the 2010-2011 and subsequent school years. No educator currently receiving longevity will have their longevity compensation reduced.

APPENDIX B **AUXILIARY POSITIONS AND COMPENSATION**

CLASS COVERAGE AND STIPENDED POSITIONS

Class Coverage (per coverage)**	25 /45
Lead Teachers	1,500

**The class coverage rate is \$25 for a period of up to sixty (60) minutes and \$45 for a period of up to one hundred (100) minutes.

All positions which may exist under Appendix B shall be posted as vacancies as per Article 13 at least once every three (3) years. Evaluation of performance will continue to be provided on an annual basis for annual re-assignments. Applicants may apply for an unlimited number of consecutive three (3) year assignments.

The appointments of the Athletic Director, Assistant Athletic Director, Adult Education Director, extra-curricular advisors, and athletic coaches shall be made without discrimination in accord with applicable state and federal law. The positions shall be filled on the basis of the best qualified candidate available. The compensation and the length of all appointments shall be determined by the Committee. Bargaining unit members appointed to the said positions shall be dismissed only for just cause. The provisions in this paragraph shall not be subject to the grievance procedure in Article 24.

HOURLY RATE

The hourly rate for instructional or curriculum positions (i.e., regular and special education summer school educators, tutors, adult education educators, curriculum developers) shall be \$40 and the hourly rate for supervisory positions (i.e., detention supervisor, bus duty supervisor) shall be \$24. Subsequent postings for said positions shall include the appropriate designation and rate of compensation.

EXTENSION OF SCHOOL YEAR

Extension of salary for summer work for educators of agricultural sciences shall be not less than five (5) days per year for two (2) educators or ten (10) days per year for one (1) educator.

Career & Technical/High School guidance extension of salary for duties performed beyond the normal school year shall be not less than ten (10) days per year. All other guidance counselors who work beyond the school year shall be compensated at a pro-ration of their salary rate for each day worked.

All educators , except as noted in the Hourly Rate section, will be compensated in the amount proportionate to their position on the salary schedule for duties performed beyond the normal school day and/or beyond the normal school year.

MILEAGE

Authorized members of the bargaining unit required to travel to more than one (1) location during a school day, or to travel in the course of his /her duties, shall receive remuneration at the maximum rate per mile allowed by the **IRS**.

MAXIMUM CLASS SIZE

Educators assigned students beyond maximums as defined in Article 10 shall be compensated as follows:

Elementary	\$ 15	per student per day
Guidance	\$ 5	per student per day
Secondary	\$ 5	per student per period
Specialists	\$ 5	per student per period

**STEM AND HUMANITIES SPECIALISTS', DEANS', DEPARTMENT CHAIRS',
CONTENT AREA LEADERS' COMPENSATION**

The above-named positions shall receive the following stipends:

MS/HS STEM Specialist	10% of base salary
MS/HS Humanities Specialist	10% of base salary
HS English, Social Studies, Mathematics, Science, Special Education , and Unified Arts Department Chairs	10% of base salary
MS/HS Business-Technology, Health-Physical Education, and Foreign Languages Department Heads or Content Area Leaders	10% of base salary
MS English, Social Studies, Mathematics, Science, Special Education, and Unified Arts Content Area Leaders	10% of base salary
MS/HS/CTC School Counselor Chair	10% of base salary
MS/HS Deans of Students*	10% of base salary

*Deans of Students will remain in place as long as the Committee funds these positions. Deans work four (4) days beyond the work year for educators. Deans work thirty (30) minutes prior to student arrival and sixty-five (65) minutes after student departure. At the discretion of the administration, Deans may be assigned to supervise one (1) advisory. Deans may take a renewable one (1) year leave of absence from his / her current position so long as performance in the position of Dean is effective, as determined by the principal. Request for leaves must be made by February 1st.

Department Chairs, and Content Area Leaders, and STEM and Humanities Specialists will be initially appointed to serve a three (3) year term (the first two (2) years being a probationary period). Up to ten (10) days of work during the summer may be required , without additional compensation.

APPENDIX C
RETIREMENT BENEFITS

- A. Retirees may continue to participate at their own expense in the Chariho group plan for health insurance for a period of four (4) years from the date of their retirement or until they reach age sixty-five (65) whichever occurs first. This provision is effective for those who retire after September 1 , 2002.
- B. All retired educators may continue to participate in the Chariho group plan for life insurance at their own expense.
- C. All retired educators may continue to participate in the Chariho group plan at their own expense for dental insurance to age sixty-five (65) or until a group plan, outside of the Chari ho group, is offered for reti rees ; whichever occurs first. Payments for those participating in the Chariho group plan shall be on a semi-annual basis.