

**FINAL TENTATIVE AGREEMENT**  
**BETWEEN**  
**THE NORTH KINGSTOWN SCHOOL COMMITTEE**  
**NEGOTIATION TEAM AND THE**  
**NEANK NEGOTIATION TEAM**

**ARTICLE VI**

**Teaching Hours and Teaching Load**

**G. Parent Conferences for the Elementary and Middle Schools**

~~Beginning with the 2020-2021 school year:~~

- i. Elementary and middle school teachers, including kindergarten and pre-school, will use the **1<sup>st</sup> or the 2<sup>nd</sup>** Tuesday in November for parent conferences.
- ii. Elementary and middle school specialists shall report to work on the **1<sup>st</sup> or the 2<sup>nd</sup>** Tuesday in November and shall either participate in professional development or perform other professional work.
- iii. High School teachers will not report on the **1<sup>st</sup> or the 2<sup>nd</sup>** Tuesday in November but shall perform duties in accordance with Article VI. J.
- iv. Whenever possible, teachers agree to accommodate any parent who can't attend parent conferences as described above.

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**ARTICLE XII**

**Sick Leave**

- ~~2.~~ 1. Teachers will receive (15) fifteen days of sick leave per year. Such sick leave may be accumulated to a maximum of one hundred fifteen (115) days in addition to the fifteen (15) new days per year. ~~Current employees will retain three quarters (3/4) of their long term and all short term days up to one hundred (115) days as of June 30, 2014.~~

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**ARTICLE XXI**

**Textbooks and Supplies**

- ~~A. The Committee agrees to continue present practice when making any changes in basic reference texts.~~

**GLOBAL CHANGE:** change references to “he” and/or “she” to “they” throughout the contract

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#### **Article XIV Absences and Leaves**

##### **NEW (3) Absence due to death of a former or current colleague or student in assigned building**

In the event of the death of a former or current colleague or student, who was at the time of their passing employed or enrolled in the District, the teacher shall be granted one (1) day of leave with full pay to attend the funeral services.

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#### **Article XIX Student and Staff Health and Safety**

- A. When a student’s behavior is creating an immediate health and safety concern for that student, other students, or staff, , the teacher is entitled to appropriate action for the welfare of the students and staff. Steps leading to this action shall be initiated by the teacher's immediate supervisor upon receipt of a written complaint from the teacher. Such action shall be determined by a consultation between the immediate supervisor and the teacher.
  - B. When a student’s behavior is creating an immediate health and safety concern for that student, other students, or staff, the student shall be initially removed from the classroom at the discretion of the classroom teacher. The administration, the teacher, and appropriate parties (may include other staff, the student and/or parents/guardians) shall meet to address the behavior. In the event such student is readmitted to the classroom and there is a re-occurrence of the behavior, such student shall again be removed from the classroom and a safety plan shall be created with input from all interested parties as set forth above. If no agreement is reached the issue will be referred to the Superintendent or designee.
  - C. Recognizing that in the school population there are children with special needs who require special services to be able to acquire the education for which they are due, the Committee agrees to provide professional supplemental services for these children.
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### **Parental Leave Section**

#### **Section 1:**

An employee who has been employed for at least ninety (90) calendar days may request parental leave for the purpose of birth of a child or for the legal adoption of a child under the age of 18 (or under the age of 23 if the child is mentally or physically

disabled). An employee who is requesting Parental Leave shall notify the Human Resources Department, in writing, specifying the expected dates of the leave of absence. The notification shall be provided as far in advance as possible, but at least four (4) weeks before the leave is to begin. The purpose of such notification is to provide the employee with the required documentation from human resources and to provide the administration with as much notice as possible to make suitable arrangements for continuity with respect to the employee's assignments. Parental Leave will not be denied for failure to provide the required notice per this paragraph.

## **Section 2:**

(a) Employees shall be allowed to use up to eighty (80) consecutive days of leave within the first six months of a child's life or legal adoption of the child under the age of 18 (or a child under the age of 23 with a mental or physical disability) to be at home with the child. The first thirty (30) days of such leave shall be paid without deduction from any contractual leave time. Up to fifty (50) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available.

(b) A leave of absence granted under this Article will be in accordance with the provisions of the Family and Medical Leave Act of 1993 (FMLA) as amended and/or the Rhode Island Parental and Family Medical Leave Act, whichever provides the most favorable treatment to an eligible bargaining unit member. Parental Leave will run concurrently with FMLA leave and RIFMLA leave if the employee is eligible for such leave.

(c) If both Parents are employed by the District, each employee is entitled to up to sixty (60) consecutive days; the first thirty (30) days of such leave shall be paid without deduction from any contractual leave time. Up to thirty (30) additional days shall be deducted from the employee's accumulated personal illness days if they have the days available.

## **Section 3:**

A. Employees requesting Parental Leave commencing after the beginning of a school year shall be eligible to have the remainder of that school year off.

B. An employee who leaves on or after March 15 and notifies the Superintendent or his/her designee that he/she intends to take the next school year off must take the next year off unless he/she notifies the Superintendent of his/her intention to return prior to June 1 preceding the next school year.

## **Section 4:**

When the employee returns from Parental Leave. The teacher shall return to their identical position as described in Article XV H. If the position has been eliminated, the provisions of Article IX shall apply.

#### **Section 5.**

Medical leave may be taken for absences due to complications of pregnancy, childbirth, or miscarriage and after delivery of child. Such sick leave shall be taken in accordance with Article XII. It shall be the responsibility of the teacher to submit verification from her physician as to when she should leave from and return to her teaching duties. This medical leave will run concurrently with FMLA leave and RIFMLA leave if the employee is eligible for such leave.

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### **ARTICLE XXIV Teacher Evaluations (pg. 51)**

A. The Rhode Island Model Teacher Evaluation and Support System (RIMTESS) will be the model used to evaluate teachers in the North Kingstown School Department. All observations and monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by administrative or supervisory personnel held responsible by the Committee for such periodic evaluations. All state and local decisions regarding the RIMTESS will be clearly detailed and widely disseminated.

#### **B. EVALUATION CYCLE**

1. Tenured Teachers who have been rated highly effective in their most recent evaluation will receive a full evaluation again after ~~two~~ **three** years. Tenured Teachers who have been rated as effective in their most recent evaluation will receive a full evaluation again after ~~one~~ **two** years. Tenured Teachers on Employee Performance Improvement Plans will receive a full evaluation again in the next year. Tenured teachers who are teaching under a new certificate will receive a full evaluation in the first year.
2. Non-tenured teachers will be evaluated every year.
3. Teachers who receive an ineffective or developing rating—will receive a full evaluation in the following year.
4. Full time teachers who are unable to be evaluated in their cycle because they worked less than 135 days will be evaluated in the following year.

5. Part time teachers will be evaluated on the same cycle as full-time teachers, unless they have worked less than 75% of their assignment, then they will be evaluated in the following year.

C. The Employee Performance Improvement Plan shall be consistent with the RIMTESS. A Performance Improvement Plan provides extensive support for teachers who are not meeting expectations. The implementation of such a plan is a responsibility laid upon the principal and/or supervisory staff by the Committee and the Superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand. Teachers shall respond in a positive manner to the Performance Improvement Plan. The committee agrees to fully fund any training or materials specified in a performance improvement plan.

1. A Performance Improvement Plan may be utilized at any time during the school year but under normal circumstances, teachers on track to receive a final effectiveness rating of ineffective or developing must be placed on a performance improvement plan by the mid-year conference. The primary evaluator and teacher shall meet to discuss areas of performance to be addressed by the plan. The Principal will make the Performance Improvement Plan available to the teacher on the current electronic evaluation instrument. The primary evaluator and teacher will mutually develop the improvement plan. ~~An~~ The NEANK President or designee ~~Representative~~ will be included in the Performance Improvement Team. Any teacher who receives an evaluation rating of Ineffective or Developing in the previous year will have a Performance Improvement Plan in place by November 1 of the following school year.
  2. If an evaluator has concerns about a teacher's performance during a non-evaluation year, the teacher may be placed on a Performance Improvement Plan according to section C of this article. Depending on the outcome of the Performance Improvement Plan, the teacher may be placed on full evaluation for the following school year.
  3. It is the goal of the Administration to use its best efforts to develop an improvement plan prior to March 1 for all non-tenured teachers whom the Administration anticipates sending a notice of non-renewal.
  4. All teachers on Performance Improvement Plans will complete self-assessments
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## Appendix D

### Advisors ( Pg 67)

Extracurricular positions in Appendix D will have job descriptions and positions will be posted on a yearly basis. every two years.

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#### **1. Article X Non-Renewal, Suspension, Dismissal and Recall Rights**

~~6. During the course of this Collective Bargaining Agreement the School Committee shall take no action which would have the effect of causing a reduction in force (RIF) in the teaching staff in excess of seven and one half (7.5) per year, excluding normal attrition except where there is a substantial decrease in pupil population pursuant to RIGL 16-13-6. RIF pertains to the full-time equivalent (FTE) number of teachers. In the event that an action by the Jamestown School Committee results in the withdrawal of one hundred (100) or more students from the high school, a reasonable number of teachers in addition to the seven and one half (7.5) mentioned may be subject to layoff. It is understood that the Association shall be consulted prior to any RIFs. It is also understood that such RIFs may not be used as a pretext for circumventing the limitation of seven and one half (7.5) per year. Both parties agree to settle disputes resulting from such RIFs through the grievance procedure, and the parties further agree to resolve such grievance in an expeditious manner. The Committee agrees that it will not send more than thirty (30) notices of lay-off to members of the bargaining unit per year over the life of this agreement unless there is a substantial decline in student enrollment. The Committee agrees that it will not lay-off in excess of thirteen (13) members of the bargaining unit per year over the life of the agreement unless there is a substantial decline in student enrollment. However, in any school year (July 1 – June 30) wherein the Committee affirmatively votes to close a school or schools/program(s)/placement(s), the above layoff limitations shall be waived for that school year in which the school closure is to take effect. However, in such a year, the Administration will meet and confer with the Union prior to said notices being issued.~~

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#### **ARTICLE IX**

(0). Any vacancy noted below will be offered to members of the bargaining unit. The search committee (which is charged with making a recommendation to the Superintendent) will be composed of **NKSD** administrators and will include teacher representation to be chosen by the ~~chair of the search committee~~ **Union**

**President.** In the event that there are no candidates from the bargaining unit or that the Superintendent does not select a candidate from the bargaining unit, the administration will then open the position to outside candidates. These positions include the following Academic and Technology Coaches, Curriculum Coordinators, Department Heads, PBGR Coordinators, ~~High School Deans,~~ Guidance Counselors, ~~Pre-School Coordinator,~~ ~~LEA Representative~~ or teachers selected to conduct innovative projects.

- LEA representative position becomes an administrative position

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## **ARTICLE XXII (pg. 47)**

### **Professional Development**

A. PROFESSIONAL DEVELOPMENT. The parties agree to the following:

1. A Professional Development Committee (PDC), led by the Assistant Superintendent for Teaching and Learning, will be comprised of curriculum coordinators, teacher volunteers and administrators.
2. The PDC shall advise the Assistant Superintendent for Teaching and Learning on the planning, scheduling, content and evaluation process for professional development days with a focus on aligning the curriculum with state and national standards and carrying out the Professional Development Goals of the North Kingstown District Strategic Plan. Unless prohibited by RIDE, each hour of activity planned for Professional Development Days, (excluding Orientation Day) shall meet the requirements for a Professional Learning Unit (PLU) and be counted and approved by the Superintendent or designee according to the District Professional Learning Plan. **Each hour of any outside Professional Development, including bundled days, will count as a PLU and the Superintendent or designee along with the Union President or designee will meet and agree on the number of hours for any PLU bundle.**

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- Administration will again clarify with building level administration the 1-hour call in time for sickness
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**ARTICLE XXI**  
**Textbooks and Supplies (pg. 46)**

- A. In order to promote and encourage effective teaching, efforts shall be made to provide sufficient quantities of teaching materials, visual aids, etc., to provide for optimum learning in groups that shall vary in numbers according to the lesson being taught. Continuing efforts shall be made by the Committee and the Association to provide for optimum learning in all schools and programs.
- B. To further promote and encourage effective teaching, teachers will meet and confer with administration when new programs and curriculum are to be chosen and implemented by the district. A committee of teachers who will use that curriculum and who are chosen by the Union President will meet with administration to discuss possible choices. Once a full school year has passed for implementation to occur, the committee will reconvene to discuss how the curriculum and/or programs have worked.**
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2. Salary (increases to salary only, no lanes or stipends)

- a. 23-24 2%
  - b. 24-25 2%
  - c. 25-26 3%
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Incorporate the following into the CBA:

MEMORANDUM OF AGREEMENT

BETWEEN THE NORTH KINGSTOWN SCHOOL COMMITTEE

AND

THE NATIONAL EDUCATION ASSOCIATION NORTH KINGSTOWN

NKHS Class Advisor Roles

Total Adjustment (10%) for 2020-2021:  $\$7,869 \times 1.1 = \$8,656$



Total Adjustment (15%) for 2021-2022:  $\$8,656 \times 1.15 = \$9,954$

Class Advisor(s) 2020-2021 2021-2022

Advisory Committee \$1,656 \$1,904

Class Council Advisor(s) \$7,000 \$8,050

Class Council Advisor Roles & Responsibilities:

1) There will be two Class Council Advisors who advise all grades 9-12 and who will divide the stipend.

The advisors shall notify the Principal regarding the split stipend so the appropriate information can

be forwarded to payroll for payment.

2) Class Council Advisors will be responsible for keeping attendance and delegating roles for Advisory

Committee members.

3) Class Council Advisors and Advisory Committee members will be chosen through the application and

appointment process for advisors.

4) Class Council Advisors will meet in person or digitally with students at least twice a month

throughout the year

5) Class Council Advisors will be responsible for overseeing events including but not limited to:

Homecoming & Spirit Week, Senior Week, Junior and Senior Prom, and Variety Show.

Advisory Committee Members Roles & Responsibilities:

1) There will be a maximum of six Advisory Committee Members who will divide the stipend. The

advisors shall notify the Principal regarding the split stipend so the appropriate information can be

forwarded to payroll for payment.

2) Advisory Committee members will be responsible for attending events and meetings as needed by

advisors.

a) Events include but not limited to: Homecoming & Spirit Week, Senior Week, Junior and

Senior Prom, and Variety Show.

Administration Roles & Responsibilities:

1. Administration will provide "School View" on ASPEN to the Class Council Advisor(s) for the purpose

of organizing student participation in school events.

2. Class Advisors will receive a Class account statement once a month. If more frequent reports are needed,

Class Advisors may make a request of the school Principal.

a) Class Advisors will work with the school Munis clerks to submit requests for vendor checks and

payments in a timeline that will ensure reasonable processing and timely payments.

3. Class Advisors will be included in the Graduation Committee meetings.

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### **Intent is to eliminate evaluation duties from Dept. Chairs**

#### **2. Evaluations:**

~~A. The department chairperson or career technical education director will complete one announced observation of each department member before the end of January.~~

~~1. Department chairpersons and career technical education director will be trained in the Rhode Island Model Teacher Evaluation and Support System and these observations will be aligned to the criteria of RIMTESS.~~

~~B. The department chairperson and career technical education director will submit written observation notes to the teacher and the administrator in charge of the evaluation within five (5) days of the observation and will meet with the administrator to review all aspects of the teachers' job performance related to curriculum, instruction and assessment (see Evaluations, Section D herein). These notes may be stored in a temporary file until the yearly evaluation and any appeals are completed, but will not be included in personnel files that are maintained both at the central Administration and school building levels.~~

~~C. No observation comments submitted by a department chair or career technical education director will be included in the current electronic evaluation system. However, these observation comments may be used to conference with the teacher and in evaluation appeals.~~

~~D. The notes submitted by department chairpersons or the career technical education director for the purpose of evaluation will include those based on observations of at least twenty minutes, or of whole class periods if requested by the teacher (see Evaluations, Section A herein) as well as formal and informal observation of all aspects of the teachers' job performance related to curriculum, instruction and assessment. These aspects include the teachers' classroom instruction, collaboration with other school staff, communication with parents, and adherence to the established North Kingstown curriculum and federal and state guidelines such as IDEA and 504 (where applicable under the evaluation instrument).~~

1. Duties:

A. All efforts will be made to conduct department chairperson business during non-teaching periods.

B. Department chairpersons will serve as teacher leaders of their department and will assist the principal in the leadership of departmental faculty concerning all aspects of the departmental goals relating to curriculum, instruction and assessment.

C. Department chairpersons will assist the principal in providing leadership in areas of curriculum, instruction and assessment ~~(see Evaluations, Section D herein and current job description).~~

D. Department chairpersons will facilitate department needs concerning textbooks, supplies and budget requests.

E. If schedule permits, department chairpersons will attend parent meetings if requested by the classroom teacher. ~~If the classroom teacher agrees, department chairpersons may attend meetings without the classroom teacher present.~~

F. The department chairperson may conduct observations for the purpose of mentoring a teacher **if requested by the teacher.**

Both parties drop all other proposals not addressed herein

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For the NEANK

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For the NKSC

- Both parties acknowledge that this Final Tentative Agreement is subject to ratification by both parties' respective bodies.