



PREAMBLE

This agreement, between the Board of Education of Newport Independent Schools, Newport, Kentucky; and the Newport Teachers' Association, incorporates a number of understandings which derive from the parties' mutual beliefs that, 'each pupil is entitled to an education of the highest quality' and 'morale of the employees is important to the attainment of this objective'.

July 1, 2020 – June 30, 2024

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ARTICLE I – RECOGNITION

1.1 RECOGNITION

The Board recognizes the Newport Teachers' Association as the official negotiating agent for the regularly employed certificated personnel in the following bargaining unit.

All regularly employed certified personnel in the Newport Independent Schools, Newport, KY except for:

- Superintendent
- Assistant superintendents
- Principals
- Assistant principals
- Supervisors
- Directors
- School business administrators
- Non-certified employees
- Employees holding positions for which certification is not required
- School district nurses
- Any additional administrative personnel employed by the Board

1.2 RIGHT TO ORGANIZE

Certified non-administrative employees shall have the right to organize, join, and assist the Association, and to participate in collective bargaining with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reason of membership in the Association; participation in negotiations with the Board; or the institution of any grievance, complaint or proceeding, under this Agreement.

1.3 NON-DISCRIMINATION

The Board shall observe all existing State and Federal guidelines with regard to race, creed, color, marital status, age, sex, national origin, religion, political affiliation or place of birth. The Board shall not discriminate against bargaining unit members seeking employment elsewhere by refusing to write a letter of reference to the prospective employer at the individual's request. The letter should be in accordance with substantiated, supported data, from evaluations found in the individual's personnel file.

ARTICLE II – DEFINITIONS

Definitions as used in this contract:

2.1 BOARD

The Board of Education of the Newport Independent School District.

2.2 SCHOOL DISTRICT

The Newport Independent School District of the County of Campbell; in the Commonwealth of Kentucky.

2.3 TEACHER(S)

The certificated personnel employed by the Board in the bargaining unit, as defined in Article I of this contract.

2.4 ASSOCIATION

The Newport Teachers' Association; that school employee organization which has been certified or recognized "*as the official negotiating agent*" to act on behalf of such representative.

2.5 MEMBERS OR MEMBERSHIP

Only those certified persons belonging to the Association.

2.6 DAYS

School calendar days, unless otherwise stated.

2.7 ADMINISTRATOR

A certified person holding a position as outlined in Article 1.1.

2.8 PROMOTIONAL POSITIONS

Promotional positions are defined as those positions paying a salary differential.

ARTICLE III – NEGOTIATIONS PROCEDURE

3.1 NEGOTIABLE ITEMS

The parties agree that their duly designated representative shall negotiate in good faith, with respect to salary, fringe benefits, working conditions and such other items as may be mutually agreed upon, by the respective parties. Each party shall select its own representatives.

Based on many factors, including but not limited to, additional revenue, increase or decrease in general fund balance etc., salary schedule may be discussed for increases in years 2, 3 and 4 of the contract.

Good faith requires, among other things, that the Board and the Association be willing to react to each others' proposals in the same fashion as the proposals are submitted by either party. Good faith is also determined by the totality of the relationship between the teams. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Neither party shall be compelled to agree to a proposal nor is either party required to make a concession.

3.2 POWER TO NEGOTIATE

Both parties shall confer upon their respective representative(s), the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations, and to reach tentative agreements.

3.3 CLOSED SESSIONS

All negotiating meetings shall be closed.

3.4 MEETING DATES

Negotiations shall begin on all items by February 1. Meetings shall be held as necessary at times and places mutually agreed upon.

If either party desires to modify or amend this contract, with the exceptions noted above, a written notice must be submitted to the other party during the period of May 1 and May 15. The written notice is to include a list of those items which are proposed for negotiations.

3.5 TENTATIVE AGREEMENTS

All tentative agreements shall be written, signed, and dated by a designated person from each team at the meeting at which the tentative agreement is reached. Signed and dated copies shall be given to each negotiating team.

3.6 FINAL APPROVAL

When the Association's representatives and the Board's representatives reach tentative agreement on all matters being negotiated, the items will be compiled and shall be submitted to the teachers who are members for ratification and to the Board for official approval.

The Association agrees to consider ratification no later than five (5) days following tentative agreement. The Board agrees to consider official approval no later than twenty (20) days following Association ratification.

3.7 IMPASSE

If agreement is not reached within forty-five (45) days of the commencement of negotiations, either party may declare to the other, in writing, that an impasse exists and call for mediation.

3.8 MEDIATION

When an impasse has been declared by either party to negotiations, the Federal Mediation and Conciliation Service (provided by the Federal Government at no charge), shall be requested to appoint a mediator from its staff. The mediator shall meet as soon as possible, with the parties or their representatives or both, either jointly or separately, and shall take such steps, as he/she deems appropriate, to persuade the parties to resolve their differences and reach a mutually acceptable agreement. It is understood that this mediation is an advisory nature only.

3.9 FACT FINDING

This article applies to non-salary items only.

If agreement is not reached through mediation, either party separately or the parties jointly, may request a list of fact finders from the Federal Mediation and Conciliation Services (FMCS), or the American Arbitration Association (AAA). Said list shall contain seven (7) names.

If the parties do not agree, and so that we do not have two lists, the parties, via conference telephone call to each agency, shall pick the association that has fact-finders that are available to render a decision, as expeditiously as the circumstances permit.

The parties shall set a meeting at a mutually agreeable time and date, following receipt of the list. At said meeting the parties shall attempt to agree upon one (1) name from the list. In the event that the parties cannot agree upon a person, they shall select the fact-finder by alternately striking names from the list. The last name remaining on the list, after the parties have each struck an equal number of names, shall be the fact-finder. If the fact-finder, chosen or selected as described hereinabove, is unable to serve, a new list shall be requested at the FMCS or AAA, and the process of selection is repeated.

In the even number years under the contract, the teachers shall have the first strike. In the odd number years under the contract, the Superintendent shall have the first strike.

The purpose of the fact-finding is to give an advisory opinion, where the parties are unable by themselves or through a mediator, to resolve a dispute. The parties agree to meet with the mediator as often as possible in ten (10) days, from the time he/she commenced the process. However, by the mutual agreement between the parties, this time limit may be extended. Where either or both parties call for fact finding, participation shall be mandatory. The fact-finder shall hold such hearings, as he/she deems necessary in connection with any impasse, and shall use evidence furnished to him/her by the parties or other state agencies. The fact-finder is not bound by the general rules of evidence. If the Arbitration Association has rules applicable to its hearing, the parties may agree to the use of these rules.

The hearing of the fact-finder shall be made as expeditiously as the circumstances permit and the finding shall be in writing and delivered to the parties. After (10) calendar days from the date of the recommendations having been delivered to the parties and in the event no agreement has been reached, either party shall have the right to make the findings and recommendations available to the public.

The fact-finder shall be empowered, except as his powers are limited below, and by the Kentucky Revised Statutes, to make an advisory recommendation to both parties on issues properly at impasse:

- a. The fact-finder shall have no power to advise or make recommendations with regard to assignment, evaluation, promotion, transfer, termination, or non-renewal of employees.
- b. The fact-finder shall have no power to advise or recommend change in any practice, policy of rule of the Board, not negotiable under terms of the contract, or not properly at impasse, provided the fact-finder has no power to make contract on new matters.

The fees and expenses of the fact-finder shall be shared equally by the Association and the Board. All other expenses shall be borne by the party incurring them.

Either party may accept or reject it, in whole or in part, on its sole discretion.

As the findings of fact and recommendations of the fact-finder are advisory in nature, there shall not be any appeal to any court based upon the findings of fact or recommendation of the fact-finder. Appeals are only permissible in those cases permitted by the Kentucky Revised Statutes.

ARTICLE IV – TEACHER AND ASSOCIATION RIGHTS

4.1 CONTRACT STATUS

No teacher shall be discharged or reduced in compensation, except in compliance with Kentucky Statutes.

4.2 RIGHT TO REPRESENTATION

When a teacher is required to appear before the administration concerning any matter which could adversely affect the teacher's employment, the teacher's position, or the teacher's salary, the teacher shall be entitled to have a representative of the Association present. Further, when a teacher is required to appear before the Superintendent, regarding termination of employment, the teacher shall be advised in writing of the reasons one (1) week prior to the meeting.

4.3 PERSONNEL FILES

Teachers and former teachers, up to five (5) years beyond the termination of their employment shall be permitted to inspect all the contents of their own personnel files kept within the school district. A representative of the Association may, at the teacher's request, accompany the teacher in the review. The Superintendent of Schools or his designee shall be present at the review.

The district shall have only one official personnel file for each teacher. The Principal and/or supervisor may keep a temporary working file on each teacher as needed. Copies of all materials relevant to the overall professional performance of a teacher shall be transferred to the official personnel file at the end of the school year. The teacher shall be informed of the existence and location of such files. Only items substantiated as to accuracy and their relevance of the overall professional performance by an Assistant Principal, Principal, Supervisor, Assistant Superintendent, or the Superintendent shall become a part of any personnel file. Only materials found in the teacher's official personnel file may be used by the Board or its agent as evidence in any letter of reference, or in any action against the teacher. No evaluations, correspondence, or other material making derogatory reference to any teacher's competence, character, or manner shall be kept or placed in the official personnel file, without the teacher being informed and having the opportunity of initialing, attaching to and making part of the file, a written response to any item, within ten (10) working days of the origin. Its originator must sign any materials submitted.

4.4 DUES AND DEDUCTIONS

The board shall deduct from any teacher's pay the current dues of NEA, KEA, NTA, NEA-PAC and KEPAC provided that the Board has a teacher-executed authorization for continuing dues deduction, the amount of which shall be certified by the

Association to the Board Treasurer by October 15 of each year. All dues deducted by the Board shall be remitted to the Kentucky Education Association no later than fifteen (15) days after such deductions are made.

4.5 BOARD AGENDA

The Association shall, upon request, be placed on the agenda of each regular meeting under Delegations. The Association President will be informed of any special-called meeting.

4.6 DISTRIBUTION OF BOARD POLICIES

Board policies are available on the district website after they are approved by the board. www.newportwildcats.org

4.7 RIGHTS TO THE ASSOCIATION

The Association shall be granted or provided:

- a. The use of the school buildings for meetings. Arrangements are to be made with the building principal for small group meetings or with the superintendent, if a meeting involves the whole Association.
- b. The use of the teacher's mailboxes, inter-school mail, e-mail and school bulletin boards for the purpose of internal communication, not to interfere with instruction.
- c. The organizational right to participate in the initial system orientation of new teachers, if it is done before or after the regular in-service program.
- d. The names and addresses of all members in the bargaining unit, following Board approval of their contracts, to be used only for Association business.
- e. A representative of the Association may speak at any regular or special meeting of the board when the Association has been placed on the agenda or at the point of the agenda, where the public is recognized.
- f. The Association shall have membership on all committees that are formed to deal with educational issues that are directly related to the teaching staff, including all new provisions and committees provided in the Kentucky Education Reform Act. The Board of Education and the Superintendent shall develop them, with the direct input from the Association, except committees dealing with the acquisition of property or any other committee that does not affect the teachers and/or students. The Association shall be notified within ten (10) days when any committee is to be organized or instituted.
- g. The right to use school equipment on school property (e.g., computers, printers, copiers, etc.) when not otherwise engaged in school business. This does not include the supplies. Use shall be restricted to association business only. The Association shall leave the equipment in the same condition as it was found and notify building administrator when equipment used.
- h. KEA has general visitation rights. All visits will be scheduled through agreement with principal, NTA officer, building representative and/or member.

4.8 CONTRACT DISTRIBUTION

Within forty-five (45) days of ratification of the agreement, the contract shall be emailed to each certified employee.

4.9 REASONABLE REQUIREMENTS

The Association and the Board agree that teachers are required to carry out their assigned duties, as approved by the Board of Education. A teacher shall not be expected to carry out a request contrary to this philosophy.

4.10 ASSOCIATION SCHOOL REPRESENTATIVE

Upon request, the Association's school representative shall be given time after each faculty meeting for brief announcements. Upon request, he/she shall be provided with a local school roster, including names and assignments of all certified personnel, to be used for Association business only.

4.11 ASSOCIATION SCHOOL REPRESENTATIVE

The Board respects the privacy of the teacher and any allegation of misconduct will be investigated confidentially. Reports and investigations will be held confidentially and released only upon official requests as for credit of job application, if the allegations are proven true, and the employee authorizes the release of confidential information. Admission of guilt to the Superintendent shall not be considered a confidential report of investigation. If the allegations are not proven, all materials relative to the allegations will be destroyed, unless charges are filed by the Superintendent. This section does not apply when a teacher has been terminated as a result of the proven allegations. No teacher shall be disciplined, abused or insulted by any supervisory school employee, or in the presence of pupils or parents of the school.

4.12 – SCHOOL SAFETY – ASSAULT/BATTERY UPON A TEACHER

Any case of job-related assault upon a teacher shall be promptly reported to the Board through the Superintendent. The board shall provide legal counsel and/or legal services to a teacher who is sued as a result of an assault or battery while performing his or her duties.

A teacher who has been intentionally, physically assaulted (not breaking up a fight) by a student, or while physically restraining a student, where it is not related to their identified disability, shall have the right to refuse the student's assignment/return to his/her classroom after the assault provided there is an appropriate placement for the student. In the event the student involved is a Special Education student, before the student may be returned to the teacher who was assaulted in the classroom by the student, an ARC meeting shall be held to review the student's placement in the least restrictive environment for a free appropriate public education.

In the case of a serious assault/injury by a student, the teacher has the right to request a transfer to another work location, if one is available.

Building administration will designate a person to handle issues if both the principal and asst. principal are out of the building.

4.13 PARENT/STUDENT COMPLAINTS

The teacher shall be informed immediately of any written complaints brought to the administration against him/her by a parent or a student. Upon a written official complaint, immediate action shall be initiated by the administration to schedule an administrator-parent- teacher conference. No disciplinary action shall be initiated by the administration toward the teacher until the scheduled conference has taken place. The administrator shall conduct the conference between the parent and the teacher.

If the parent of the student is not satisfied with the results of this conference, the following sequence of conferences shall be used as needed to seek resolution of the problem.

- (1) Parent- Teacher- Building Principal.
- (2) Parent- Teacher- Superintendent or Designee.
- (3) Parent- Teacher- Board

At the teacher's request, the teacher shall have Association representation at any of the above conferences.

ARTICLE V - LEAVES

5.1 SICK LEAVE

Sick Leave shall conform to KRS 161.155 and Board Policy

The Newport Board of Education will compensate all retiring certified personnel covered under this agreement who retire, under the service retirement provisions of the Teachers Retirement System, a percentage of the value of their accumulated sick days. The compensation shall be thirty (30) percent of the employee's daily salary times the lesser of the number of accrued sick days the employee has accumulated at the end of service, as verified by the Kentucky Teachers' Retirement System, or the number of accumulated sick days at the final year of service. According to KRS 161.155, any employee hired after July 1, 2008, cannot be reimbursed for more than 300 days.

5.2 PERSONAL LEAVE

Personal leave shall conform to KRS 161.154 and Board Policy

5.3 PARENTAL LEAVE OR ABSENCE

The Board shall grant written requests for maternal, child adoption, and child rearing leaves for not more than two (2) consecutive years. Upon subsequent request, such leave may be renewed by the Board.

Upon return to service of a teacher at the expiration of a leave of absence, the employee shall resume his/her former position or its equivalent. See KRS 161.770 for reference.

5.4 ASSOCIATION LEAVE

If the Association desires to send representatives to conferences pertinent to Association affairs, these representatives may be used without loss of salary. If the attendance of an individual or group to a professional activity does not impair the educational program in securing qualified substitutes, the staff member shall submit, at least ten (10) days before the professional activity, a written request, unless late notification of an activity precludes timely notification to his/her principal or immediate supervisor. Emergency situations may be considered exceptions to this procedure. The request should contain pertinent information regarding the activity. The principal or immediate supervisor shall forward the request to the superintendent, stating his/her reasons for approval or disapproval. Final approval or disapproval shall be made by the Superintendent.

5.5 LEAVE OF ABSENCE

A leave of absence of up to two years without pay may be granted to any teacher, who has reasonable need for such leave. A leave of absence shall not be granted for purposes of teaching in another school district, except under an approved teacher exchange program. Prior to disapproval, the Association Executive Board will be heard.

5.6 LEAVE GRANTED BENEFITS

If leave is granted, all rights of tenure, retirement, accrued leave with pay, salary increments and other benefits provided by law, shall be preserved and available to the staff member, after the termination of the leave of absence.

Upon return to service, at the expiration of a leave of absence, the teacher shall resume his/her former position or its equivalent.

5.7 JURY DUTY

Any teacher who serves on a jury in any duly constituted local, state or federal court shall be granted leave with full compensation, less any compensation received as jury pay for the period of his/her actual jury leave, to which the teacher may be entitled. Any teacher who serves on a jury shall be expected to return to his/her position if released from his/her jury duty obligations before noon.

5.8 PROFESSIONAL LEAVE-SCHOOL VISITATION

To encourage the improvement of instruction, the Board may authorize staff members' school visitation leave to view instructional techniques or programs, to attend professional conferences, meetings and workshops conducted outside of the Newport School District,

Requests for visitations, professional conferences, meetings, and workshops shall be accompanied by a statement indicating the purpose for the leave. A staff member planning to use school visitation leave shall notify his/her principal or immediate supervisor, at least five (5) days in advance of the intended visit.

5.9 MILITARY LEAVE/DISASTER SERVICES

Military leave will be granted to any teacher under the provision and conditions specified in law.

Teachers shall be entitled to military leave, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits to which they are entitled. Determinations of the period of military leave to be granted shall be according to statutory requirements and shall be based on the federal fiscal year.

The teacher is responsible for notifying his/her immediate supervisor as soon as he/she is notified impending military-related absence.

Disaster services leave may be granted to requesting eligible teachers

ARTICLE VI – Working Conditions

6.1 SCHOOL CALENDAR

On or before May 15, in consultation with NTA, the Superintendent/Designee will develop a calendar to be adopted by the Board of Education. Student attendance days will follow KRS 158.060. The calendar will contain no more than 176 student workdays, two professional days, four flexible 6-hour professional development days, and four holidays. If KRS 158.060 changes, the teacher calendar will adjust accordingly.

Days worked by employees, beyond the basic minimum, shall require the Board to compensate each employee at a rate equivalent to (1/186) of the employee's annual salary. All other benefits, as provided the employee during the year, shall apply.

6.2 WORKDAY

The Board accepts a seven and one-half hour workday, including duty time (15 minutes before the start of school and 15 minutes after).

A non-student workday will begin at 8:00 am and end at 3:00 pm. Teachers will receive a one-hour non-working lunch or time will be adjusted accordingly for a working lunch. Teachers arriving late are subject to disciplinary action.

The principal shall schedule on a rotation basis, only the number of teachers needed to supervise students.

Supervision assignments will be made in a fair and consistent manner. Assignments shall not be used as discipline or punishment of a teacher.

LUNCH PERIOD

All teachers shall have a duty-free lunch of 25 continuous minutes. The administrative details will be resolved by the Superintendent and the Association and will be reviewed annually. In addition, the teacher is free to leave his/her building during this time only if building principal is made aware.

Teachers may be assigned supervision for areas such as playground, bus loading/unloading, hall duty, lunchroom duty, and/or escorting of students to and from the cafeteria, as long as duties do not interfere with teacher's 25- minute lunch or planning period. While every attempt will be made to keep such duties at a minimum and on a rotational basis, staff members will be responsible for performing such duties as assigned by the building principal or assistant principal. Every attempt will be made to divide duties equally and proportionately among all staff.

OPEN HOUSE

The Board and Association agree that positive community relations are a must. As a result, faculty members shall attend a minimum of six (6) two-hour organized events outside of regular school hours (i.e., Back to School Bash, open house events, parent teacher conferences, Game Changer Night, Math Night, Art Night, Technology Showcase, etc.) per year with principal approval provided that such a meeting and/or event is scheduled at least one month in advance. All personnel on leave at such time will not be expected to attend but may be asked to makeup later. **One parent/teacher conference and graduation are 2 mandatory events that faculty members must include as part of the 6 required events.**

The second and third open house events/parent teacher conference will be compensated by flexible scheduling of the closing day of the school year to one-half (1/2) of a day if they above and beyond the 6 required events. All building administrators shall be on site for the duration of any of these events until everyone leaves the school building and/or premises.

FACULTY MEETINGS

Faculty meetings may be held in accordance with the educational needs of the building or the district but no more than twice a month. One faculty meeting will be scheduled for forty-five (45) minutes and one will be for ninety (90) minutes and will begin by the ending time of the contracted day. Faculty meetings will be attended by all faculty and staff present on the day of the meeting. Such meetings must be scheduled at least ten (10) days in advance. Teachers who do not attend a faculty meeting when scheduled less than ten (10) days in advance will not be penalized. Early dismissal from a faculty meeting is up to the building principal.

PLC MEETINGS

Teachers will participate in 2 PLC meetings a week that will utilize the current PLC protocol of the district. One meeting will always be focused on the "Plan/Do" phases of the PLC protocol to allow teachers time each week to collaborate in planning their lessons & assessments. This meeting can be led by the PLC lead & administration will provide support & assist teachers during the meeting. The other meeting will can be focused on the "Plan/Do" phases OR the "Study/Act" phases of the PLC protocol depending on the current work needed of the individual PLC group. This meeting will be led by either the PLC lead or administration.

PLC meetings will not be required during Spring KPREP testing days or on the day of the College Readiness Test. Currently, this is ACT administration days. If a school week contains only 2-3 instructional days, then only 1 PLC meeting is required that week. If a school week contains 4-5 instructional days, then teachers will be required to participate in 2 PLC meetings that week. Administration will schedule the PLC meetings on days that are best for their school, meet expectations set by the district, & will ensure school leaders are available to attend the meetings to provide support & assistance. Although the schedule will be set at the beginning of the year, flexibility will be needed when unexpected situations arise. If the PLC meetings must be rescheduled, teachers will be given ample time to prepare. Whenever possible, teachers will be notified of any PLC meeting schedule changes the week prior.

6.3 TEACHING LOAD

The class size shall not exceed those as defined in Kentucky Law and Regulations and follows the maximum room capacity as set by the local fire department. The teaching load will include a minimum of forty-five (45) continuous minutes of planning time daily districtwide.

Instructional planning may include committee assignments, professional learning community collaboration, common planning, or other appropriate curriculum activities as deemed necessary by the building principal or designee, not to exceed 1 per week.

Exceptions: school assemblies or other emergencies. Planning time is for teachers to prepare for classes; therefore, teachers may not leave the building without principal approval during this time.

NEW TEACHER PROGRAM

Newport is committed to providing support for our new teachers through the New Teacher Program. All teachers new to Newport will be required to participate in this program for a minimum of two (2) years. All new teachers will be required to work with their mentor collaboratively and attend all meetings and training sessions to complete the program. The principal and mentor may suggest an additional year if they feel the mentee needs the support.

6.4 NOTIFICATION OF ASSIGNMENTS

All teachers shall be given written notice in their new yearly contract of their building and teaching assignments for the forthcoming year no later than **July 1**. In the event changes in such assignments are proposed, the teacher affected shall be notified promptly. If the affected teacher desires a consultation with the administrator, it shall be granted. As per KRS 161.760 (2), in no event shall changes in the teacher's assignment be made later than 30 days before the first student day of the succeeding school year, unless an emergency exists. In the event of such emergency, the teacher shall be notified, and the teacher shall be allowed to resign if such change is not acceptable to the teacher. The president of the Association shall be provided with a copy of the notification.

6.5 CHANGES OF DUTIES OR RESPONSIBILITIES

The contractual terms and conditions of employment of any teacher shall not be altered during the length of the contract, unless agreed to by the Association.

Once the annual starting time of the workday has been established it shall be changed only by the Superintendent, and only for emergency or clear educational needs. In such cases, the Association shall be given timely notice.

6.6 NOTIFICATION OF VACANCIES

As soon as practicable, the Superintendent shall post in each school and provide the Association a copy of all the vacancies which occur during the following school year.

Temporary appointments shall not extend beyond the school semester in which they are made. Vacancies which occur in all new and existing positions shall be posted, and a copy given to the Association, as soon as such vacancies are known. Notice of vacancies will be sent to each building principal and Association building representative.

Any notice of vacancy shall include, but not be limited to, a description of the position (the educational and professional prerequisites), the location and level of the position, and such notice may include salary and benefits, supportive services and specialist personnel available, and any other pertinent information.

Vacancies shall be filled in the best interest of the educational program and the school system. In filling such vacancies, and when all other factors are essentially equal, preference shall be given to certified personnel already employed by the District.

All school buildings and the Association president shall be notified at least once a month (September through May) when a vacancy has been filled. Information regarding vacancies can be obtained any time by calling the District Office.

6.7 VOLUNTARY TRANSFERS

Any teacher presently employed by the district may apply for transfer to another building where vacancy exists. If an opening exists, the teacher shall put it in writing to the Superintendent via the online employment portal.

The interests and aspirations of the individual teacher and best interest of students shall be considered in transfers. No transfer request shall be denied arbitrarily, capriciously or without basis in fact.

Determining Factors in Granting Transfer Requests:

If more than one (1) teacher who is properly certified requests a transfer to a specific building or unit, and training, experience, and individual qualifications are substantially equal, seniority and teacher evaluations can be factors in transfer.

6.8 INVOLUNTARY TRANSFERS

Involuntary transfers that result in relocating a teacher to another building or in reassigning a teacher and result in changing the teacher's immediate supervisor, shall be made when it is in the best interest of students, the school, and the district. Involuntary transfers will be made for the prevention of undue disruption of the instructional program or if the board approves a new program. No involuntary transfer shall be made arbitrarily. Any teacher affected by, and involuntarily transferred, shall be notified immediately and shall be released by the Board from his/her contract if he/she so requests. Any teacher transferred involuntarily may request to be transferred to open positions and/or vacancies via the online employment portal.

Employment of teachers is deemed to be employment in the district, not in a position or school, consequently, assignments of position and school, under certain conditions, do not constitute transfers when those assignments are different from previous assignments of position and school. OAG 91-14

6.9 SUBSTITUTE TEACHERS

Substitute teachers shall be hired for all absent teachers. A special area teacher shall not cancel his/her classes for the purpose of substitution for an absent teacher. In the event the automated substitute system fails to secure a substitute teacher, the building administrator may reassign any substitute teacher in the building based on student needs. Every attempt will be made to make sure teachers are not pulled to cover classes when a regular teacher is absent.

To ensure coverage, the district has assigned permanent subs to every building, started a new substitute-training program and increased the salary of substitute teachers.

Substitute teachers shall follow the lesson plans which have been left by the regular classroom teachers and are to assume all duties and other responsibilities which have been set for that classroom teacher. The building administrator is responsible for implementing this.

6.10 LUNCHROOM, LAVATORY, AND LOUNGE FACILITIES

The Board agrees to make available in each school phones, computers, and copying facilities to aide teachers in the preparation of instructional materials.

A separate private telephone line for private communication between teacher and parent shall be made available in each building.

Teachers shall turn an inventory of all keys, technology and a classroom inventory before the end of the school year. Teacher's may keep their keys and technology if request to prepare over the summer for the following school year with administrator's approval.

Provided space and financing is available, an additional room will be provided as a faculty lounge.

6.11 CLASSROOM INTERRUPTIONS

Interruptions in classrooms in which classes are being held shall be held to a minimum.

6.12 PARKING FACILITIES

Where parking facilities are presently available, they will be properly maintained and identified exclusively for staff use.

6.13 EXTRA-CURRICULAR COMPENSATION

Teacher participation in extra-curricular activities (such as coaching of sports, sponsoring of clubs for which no additional compensation is paid) shall be strictly voluntary.

6.14 STUDENT MATERIALS

The Board recognizes that in order for teachers to meet the educational needs of the individual students, they must have proper materials with which to work. The Board agrees, within the constraints of the budget, to provide an adequate amount of such materials.

The Board gives Section 6 funds to SBDM/Advisory Councils and they create budgets for teachers/departments. If extra funds are needed, the principal will make a request to the Board of Education.

6.15 REFERENCE MATERIALS

The Board and the Association recognizes the need for an adequate amount of reference materials to be available to the teachers. The Board agrees to allot \$600.00 annually to the establishment and maintenance of a professional library. Funds are to be distributed to the schools on a proportionate basis of the certified staff. Teachers in each school shall select the material to be purchased. An inventory report of what is spent, materials purchased, and location of materials must be submitted to school principal or designee.

6.16 ROOMS FOR SPECIAL AREA CLASSES

The Board agrees that rooms for special area classes (art, music, physical education) be separate from the classroom, when building space permits.

6.17 REQUISITION POLICY

Each instructional staff member shall be given the opportunity to submit requisitions for instructional material and supplies for the following school term. The staff member making the requisition shall be informed prior to September 15 if these supplies cannot be made available to him/her. Teachers, new in the district, shall be instructed concerning the requisition procedures at the time of employment or during the pre-school orientation. Not less than the state SEEK mandated funding shall be granted for supplies, materials and fees.

All needs will be taken to principal first and Section 6 funds will cover approved purchases. The principal, finance director, and superintendent will consider all other requests.

Board policy and SBDM/Advisory Council law(s) will be followed regarding budgets.

6.18 STUDENT DISCIPLINE

The Board and the teachers agree that all students have the right to fair and impartial treatment in disciplinary measures. Teachers and administrators have the responsibility to act prudently and with discretion when dealing with student discipline and in so doing, teachers have the right to expect the support of administrators concerning their handling of disciplinary problems.

ARTICLE VII – EVALUATIONS

7.1 EVALUATION PROCEDURES

PROFESSIONAL GROWTH AND EFFECTIVENESS SYSTEM EVALUATION (PGES)

Within two weeks after the beginning of each school year, the building principal or his/her designee shall acquaint each teacher assigned to that building with the evaluation procedures, standards, and instruments that are to be used.

Evaluations will be in accordance with adopted CEP/PGES Plan. Certified Evaluation Plan will be made available on the district website.

7.2 POSITIVE ASSISTANCE PROVIDED BY PRINCIPAL OR DESIGNEE

The building principal or his/her designee shall provide the teacher with definite, positive assistance to improve the quality of teaching and to eliminate any deficiencies noted in the evaluation or observation. If a defined performance standard is rated as "not met" during the summative teacher evaluation process, an Individual Assistance Plan will be written to address specific

deficiencies within the respective standard. An Individual Assistance Plan may also be written when an immediate change in behavior is required. The Assistance Plan is to be completed by the evaluator with discussion and assistance from the teacher. The evaluator and teacher must identify corrective action goals and objectives; procedures and activities designed to achieve the goals and targeted dates for appraising the teacher's improvement of the standard or behavior identified. If the Assistance Plan results from not meeting a standard(s) on a teacher's summative evaluation, the plan will be implemented in the succeeding school year. If the Assistance Plan is the result of a need to change a behavior, it will be implemented as defined by the target dates.

Upon satisfactory completion of the Assistance Plan, principal shall notify superintendent and specific paperwork pertaining to said Assistance Plan shall be removed from the Teacher's personnel file.

The teacher may request that the evaluator demonstrate improved techniques or provide for such demonstrations in deficient areas in the classroom setting.

7.3 TEACHERS EVALUATION RIGHTS

The teacher shall have the right to attach an explanation to any adverse evaluations that are placed in the teacher's file.

7.4 NON-RENEWAL CONTRACT

NTA agrees to coincide with relevant KRS pertaining to contract renewal dates and related personnel dates in reference to certified notifications. A written notification from the Superintendent or the Superintendent's official designee shall be furnished to all teachers whose re-employment is in jeopardy.

In the event a Reduction in Force needs to occur, Board Policy, referencing KRS 161.800, shall be followed (Board Policy attached as addendum to contract).

ARTICLE VIII – DISMISSAL & NON-RENEWAL

8.1 DISMISSAL OF TEACHER

The Superintendent shall not dismiss any teacher unless he/she has complied fully with Article VIII of this Agreement.

8.2 WRITTEN WARNINGS

Teachers shall be given written warning through the observation/evaluation instrument, specifically identifying the behaviors which, if not remedied could be the basis for termination of contract. This observation/evaluation instrument which specifies the behaviors for which, if not remedied could be the basis for termination, shall be considered written warning provided that the following statement has been completed in detail on the observation/evaluation instrument:

THE BEHAVIOR(S) LISTED BELOW, IF NOT REMEDIED, COULD BE THE BASIS FOR TERMINATION OF CONTRACT:

(A)

(B)

(C)

8.3 PRIOR TO TERMINATION

Prior to the issuance of a written notice of termination, the appropriate administrator will have a conference with the teacher, including therein a review of the teacher's personnel file. If requested by the teacher, an Association representative will be present at the conference. Any teacher who believes that he or she was not fairly evaluated on the summative evaluation has the right to appeal under Board Policy 03.18.

ARTICLE IX – SALARY NEGOTIATIONS

9.1 CREDIT FOR TEACHING EXPERIENCE

The teacher shall be given full credit for teaching experience outside the district. A minimum of 140 days teaching experience shall constitute a year of experience.

9.2 SCHOOL YEAR-SALARY SCHEDULE

The salary schedule will include a step increase per year up to 30 years. The state may mandate increases not currently reflected on the schedule. The schedule shall be based on the current school calendar. The superintendent and the Association shall meet to design a mutually acceptable salary schedule for presentation to the Board, no later than the regularly, scheduled May Board meeting.

If the Superintendent and the Association are unable to mutually agree on a salary schedule, they shall agree to mediation as Article 3.8. The parties agree to meet with the mediator as often as possible in ten (10) days from the time he/she commences the process. If after mediation, the Superintendent and the Association are unable to mutually agree on a salary schedule, they shall have the option to present separate salary schedules to the Board. The Association and Superintendent shall each have a reasonable time to prepare to submit their schedules to the Board, and each shall be given a reasonable opportunity to address this issue at the Board meeting when the issue is discussed. Article 3.9 does not apply to this section.

9.3 PAY DAYS

Teachers shall be paid twice a month; on the 15th day of the month and the last day of the month. This includes summer pay.

9.4 SUPPLEMENTAL JOB- ADDED TO SALARY SCHEDULE

Supplemental jobs are defined “any paid assignments that are in addition to the normal work schedule and/or that exceed the normal work day.” The assignments may be only with the consent of the teacher.

A job description shall be issued for each extra service position, listing responsibilities, maximum length of extra service, and person to whom responsible.

Extra Service pay shall be based on job description rather than degree or ranking (Example: a PLC lead should get the same extra service pay whether they have a Rank I, II, or III.)

A list shall be made available to the Association itemizing each extra service position and salary within the system. This list also shall include all positions that are on extended employment.

Any supplemental pay exceeding \$3,000 shall be added to the teacher’s salary and shall be paid in the paycheck each pay period. Supplemental pay of \$3,000 or less shall be granted by lump sum payment to the teacher immediately upon completion of the supplemental job. This lump sum payment shall be in a separate check from the normal paycheck.

9.5 LIFE INSURANCE

Each teacher shall be provided term life insurance in an amount of \$15,000.00. This shall be in addition to that provided by the state and the teachers’ retirement system.

Other Board paid benefits:

- \$10 per employee for dental insurance
- 10/11 sick days per year—days are cumulative
- 2 personal leave days per year—on June 30, personal leave days not used during the current school year shall be transferred and credited to the certified employee’s accumulated sick leave account.
- 3 emergency leave days per year – to be granted per Board Policy 03.1236/03.2236
- Worker’s compensation and unemployment insurance

- Matching Deferred Compensation Plan (\$100) and \$250 each for district meeting the following goals: staff attendance equal to or greater than 96% and district AMO goal.
- \$275 Home Visit Stipend (upon meeting set qualifications)
- Reimburse cost of lunch for staff members who dine with a student(s), if voluntary on student's part.

State paid benefits:

- \$20,000 life insurance
- Monthly state contribution toward health insurance premiums

Available for purchase by the employee:

- Tax-sheltered annuities
- 401K & 403B plans
- Spouse and dependent life insurance at group rates
- Spouse and dependent cancer and & intensive care at group rates
- Employment accident & sickness insurance
- Disability insurance
- Credit union membership (checking/savings accounts, home equity loans, IRA's)
- NEA, KEA, NTA, NEA-PAC, KEPAC & KASA membership dues

ARTICLE X – Grievance Procedures

10.1 DEFINITIONS

Any allegation or complaint submitted by the Association or a teacher in writing on the appropriate form, that there has been a violation, misrepresentation, misinterpretation, or misapplication of the terms and conditions of this Agreement; or any written complaint alleging improper arbitrary or discriminatory conduct, shall be considered a grievance.

10.2 PROCEDURES

The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

- a. The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor/administrator shall be present for the meeting. Within four (4) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
- b. If the grievance is not resolved at step 10.2a, the Association may refer the grievance to the Superintendent or the Superintendent's official designee within six (6) days after receipt of the step 10.2a answer, or within eight (8) days after the step 10.2a meeting, whichever is the latter. The Superintendent's official designee shall arrange with the association representative for a meeting to take place within six (6) working days after receipt of the written appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within four (4) days of the meeting, the Association shall be provided with the Superintendent's written response including the reasons for the decision.
- c. If the Association is not satisfied with the disposition of the grievance at step 10.2b, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to arbitration. If either party raises a question as to the arbitrariness of an issue, such questions shall be determined in the first instance by the arbitrator.

If demand for the arbitration is not filed within thirty (30) days of the date for the step 10.2b answer, then the grievance shall be deemed withdrawn.

Within five (5) days from the date of the receipt of the request for arbitration, the parties request the Federal Mediation and Conciliation Service or the American Arbitration Association to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list to select from that list the arbitrator to hear the matter by striking four (4) names from the list in the following manner:

The party who requested that the matter be brought to arbitration shall have the first strike from the list of names of arbitrators supplied by the Federal Mediation and Conciliation Service, and the other party shall have the second strike, and the strike of names from the list shall continue in the same alternative sequence until the name of only one (1) arbitrator remains. That person, whose name remains on the list, shall be the duly selected arbitrator.

The Arbitrator shall have authority to hold hearings and make procedural rules consistent with the Agreement.

Such hearings shall be held within thirty (30) days after the arbitrator has been assigned and the arbitrator shall issue the decision within twenty (20) days after the date of the close of the final arbitration hearing.

If the parties mutually agree, hearings may be waived and the arbitrator's decision made on the basis of final statements and evidence submitted to the arbitrator.

The Arbitrator shall be without power or authority to alter or modify any of the terms of this Agreement, or make any decision, which requires the commission of an act prohibited by law or which violates the terms of agreement.

Both the Board and the Association shall furnish the arbitrator with all records, papers and information relating to the matter in controversy. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator that has not previously been disclosed to the other party.

The decision of the arbitrator shall be submitted in writing and shall be set forth findings of fact and conclusions to the Board and the Association.

The Board shall vote at a public meeting within ten (10) days of the receipt of the decision to accept or reject the decision of the arbitrator.

The Arbitrator may recommend awarding reinstatement, financial reimbursement, damages and/or remedies.

The cost for the services of the arbitrator, if any, shall be shared equally between the Board and the Association.

The Association retains the right whether or not to pursue a grievance at all levels of the grievance procedure. In the event the Association chooses not to pursue a grievance, the individual grievant shall have the right to pursue the grievance on his/her own, provided the Association has formally denied pursuance of the grievance.

In the event the Association formally denies pursuance of the grievance and the individual decides to pursue the grievance on their own, the expenses normally incurred by the Association shall become the responsibility of the individual.

10.3 BYPASS TO SUPERINTENDENT

If the Association and the Superintendent agree, step 10.2a of the grievance procedure may be by-passed and the grievance brought directly to step 10.2b.

10.4 BYPASS TO ARBITRATION

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

10.5 CLASS GRIEVANCE

Class grievances involving one or more teachers, or one or more supervisors, and grievance involving an administrator above the building level may be initially filed by the Association at step 10.2b. All class grievances must be signed by an alleged grievant.

10.6 ASSOCIATION PARTICIPATION – TEACHER REPRESENTED

The Board acknowledges the right of the Association's grievance representative and the Board's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.

10.7 ASSOCIATION PARTICIPATION – TEACHER REPRESENTED

When the Association does not represent a teacher, the Association shall reserve the right to have its representative present to state its position at any stage of the grievance.

10.8 BOARD/ADMINISTRATION COOPERATION

The Superintendent and the Administration shall cooperate with the Association in its investigation of any grievance.

10.9 NO REPRISALS CLAUSE

No reprisals shall be taken by the board or the Administration against any teacher because of the teacher's participation in a grievance.

10.10 RELEASED TIME

Should the investigation or processing of any grievance require that a teacher or an Association representative be released from their regular assignment, the employee or Association representative shall be released without loss of pay benefits.

This release time to investigate or process of grievances shall require a twenty-four (24) hour notice to the building principal so that arrangements can be made.

This release time shall be restricted to two (2) man workdays per building per week, unless there is a prior written approval from the Superintendent for an extension.

10.11 FILING OF MATERIALS

All records related to a grievance shall be filed separately from the personnel files of the teacher, and shall be confidential.

10.12 GRIEVANCE WITHDRAWAL

A grievance shall be withdrawn at any level without establishing precedent.

ARTICLE XI – EMERGENCY SCHOOL CLOSING

11.1 NOTIFICATION PROCEDURE – EMERGENCY SCHOOL CLOSING

When an emergency confronts the schools, the following steps will be taken:

1. The Superintendent and his staff will evaluate weather and road conditions
2. Employees will receive an alert via the School Messenger Alert System.
3. A message will be posted on our web home page at www.newportwildcats.org
4. Newport Schools participate in the SCHOOL CLOSING WIRE. That is, certain radio and television stations announce school closing information by districts as reported from our office.
5. Employees are urged to listen for NEWPORT INDEPENDENT SCHOOLS or the identification number 2480. If you do not hear NEWPORT INDEPENDENT SCHOOLS or the identification number, our schools will be operating on a regular schedule

11.2 SCHOOL CLOSING- LEAVE DAYS

When the Superintendent officially closes the schools and school offices, no leave days previously arranged by a teacher will be deducted for such emergency days.

11.3 BOMB THREAT- PROCEDURE

In all cases, where a school official is notified of a bomb threat, the school shall be immediately evacuated, until such time as it is officially declared safe to return.

No teacher shall be required to or asked to search for an alleged bomb.

ARTICLE XII – EFFECT OR AGREEMENT

12.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in the Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

12.2 INCORPORATION OF BOARD POLICIES

The board of Education hereby specifically retains and reserves into itself, the Superintendent, the principals/school heads, and other administrative personnel of the school system, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and delegated to and vested in them by the Constitution and the Laws and Regulations of the United States of America, and the Commonwealth of Kentucky, except as otherwise specifically provided for in this Agreement, and not in violation of such laws, policies and regulations.

If the federal or state legislature(s) shall at any session, regular or special, pass a law that modifies changes or voids any of the provisions hereof, the law or regulation shall take precedence over this Agreement between the Association and the Board. Within thirty (30) days of said change(s), the parties will meet to amend the Agreement to be in compliance with the law.

The Association recognizes School Based Decision Making councils and their decision-making capacity, as per KRS 160.345, and related state laws and regulations.

The Executive Committee of Newport Teachers Association may approve a waiver request by the Superintendent for an emergency situation involving any article of this agreement.

Any request for a waiver in a non-emergency situation shall require Association approval.

All school personnel shall carry out the following responsibilities:

- a. Adhering to the provisions of this Agreement as they apply to the members of the Association and the Board.
- b. Complying with the Board rules, and regulations that are necessary to implement the provisions of this agreement, and to implement the Board's policies.

In case of conflict between this Agreement with the Association members and the Official Board policies, this Agreement shall govern the Association members and the Board.

12.3 INDIVIDUAL CONTRACTS

Individual contracts shall be consistent with the provisions of this Agreement.

12.4 SAVINGS CLAUSE

Should an article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12.5 SUCCESSOR AGREEMENT

If both parties as of the termination date of this Agreement ratify no successor agreement, this Agreement shall continue in full force for a period of 90 days in order to allow a successor agreement to be negotiated.

12.6 NO STRIKE CLAUSE

There will not be a strike during the duration of this Agreement; however, if a strike by the Association or any of its officers should occur during the duration of this Agreement, this Agreement shall be considered null and void in its entirety

This agreement shall go into effect the 1st day of July 2020 and shall be in full force and effect until it expires at midnight, the 30th day of June 2024.

Chairman, Newport Board of Education

President, Newport Teachers Association

Superintendent, Newport Independent Schools

Vice-President, Newport Teachers Association

Board Attorney, Newport Board of Education

Negotiations Team Member, Newport Teachers Association

Member, Newport Board of Education

Negotiations Team Member, Newport Teachers Association

Member, Newport Board of Education

Negotiations Team Member, Newport Teachers Association

Member, Newport Board of Education

Negotiations Team Member, Newport Teachers Association

Member, Newport Board of Education

Negotiations Team Member, Newport Teachers Association