

# **Collective Bargaining Agreement**

**between**

**the**

**Bristol Warren  
Educational  
Association**

**Local 802/NEARI/NEA**

**and**

**the**

**Bristol Warren  
Regional School  
Committee**

**September 1, 2017 – August 31, 2020**

**Dear NEA BWEA Member,**

**This is YOUR CONTRACT. It is the result of a long process of give and take and it defines your working conditions and outlines your rights.**

**It is important that you know your rights. Read your contract. Understand its provisions. If you have any question about the meaning of a provision, ask your UNION REPRESENTATIVE.**

**Your rights – outlined in this contract – survive only to the extent that YOU ensure their enforcement. Be vigilant. Protect your rights. They came at a cost.**

**The BWEA Negotiating Team:**

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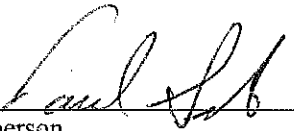
**PREAMBLE**

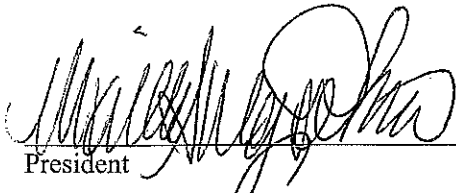
The Bristol Warren Regional School Committee (hereinafter referred to as the "School Committee" or the "Committee") and the Bristol Warren Education Association (hereinafter referred to as the "Association" or BWEA) have negotiated the following Agreement pursuant to Chapter 9.3 of Title 28 of the General Laws of Rhode Island, as amended. The objective of this Agreement is to provide the highest quality educational program for the children of the Bristol Warren School System in accordance with the highest aspirations of the community and the professional teaching staff.

The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement the Agreement in the same spirit.

For the School Committee of the  
Bristol-Warren Regional School District

For the Bristol Warren Education Association

  
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
President

## ARTICLE 1 RECOGNITION

- A. The Committee and the Association recognize that the education of all Bristol and Warren children is their charge and primary responsibility.
- B. The Committee recognizes the Association as the exclusive representative of all certified teacher personnel (hereinafter referred to as "teachers" or "BWEA members") employed in the Bristol Warren Regional School Department engaged in teaching/educational duties in accordance with Title 28 Chapter 9.3 of the General Laws of Rhode Island, as amended, except temporary per diem substitutes.
- C. The provisions of the Agreement represent the mutual desire of the parties to continue to promote cooperation and harmony and to formulate rules to govern the relationships herein between the Committee and the Association for the duration hereof or until changed by mutual consent in writing.
- D. Despite reference herein to the Committee or Association as such, each reserves the right to act hereunder by committee, individual member or designated representative, professional or lay, whether or not a member. Each party will provide the other with a list of officers, Grievance Committee members, and committee representatives and will keep such a list up to date.
- E. The Association recognizes that the Committee and its representatives have the right to expect a full day's work for a full day's pay within the limits defined in the Agreement, and within the regulations established by law. The Committee recognizes the right of the Association in its effort to obtain improved conditions of work, and improved work hour schedules in accordance with the terms of the Agreement. The Association recognizes that the Committee has the right to expect the teachers to perform their duties in a professional manner.
- F. Neither the Committee, its authorized personnel nor the Association, its authorized personnel, or any agent of either party, will exercise discrimination, interference, restraint, or coercion, against any member of the Association, or any individual not a member of the Association either on the account of such membership or on account of the rights of members of the teaching staff to refrain from membership.
- G. Neither the Committee, nor the Association, shall discriminate against any employee because of race, color, religion, gender, marital status, sexual orientation, disability, or national origin nor shall the Agreement, in any way, interfere with, diminish or deny the right of any individual in accordance with Federal and State laws or regulations (i.e. The Civil Rights Act of 1964).
- H. Not later than November 30<sup>th</sup> of the calendar year preceding the calendar year in which this Agreement expires, the Committee and the Association agree to enter into negotiations.
- I. The provisions of the Agreement will be effective as of September 1, 2017, and will continue and remain in full force and effect until August 31, 2020.
- J. The Association recognizes that the Committee retains the sole right to manage and take such actions as regards the statutory functioning of the school system regarding operations, schedules, rules, assignments and duties, except as expressly modified by this Agreement.
- K. The Committee shall provide a well-organized and well-disciplined school. The Committee and the

Association realize that this is a joint responsibility.

- L. The Committee and the Bristol Warren Education Association agree to the following schedule for orientation day:
1. Morning orientation conducted by the Superintendent of Schools (or her designee) followed by a break of ninety (90) minutes;
  2. Following the break of ninety (90) minutes teachers shall report to their respective schools for further orientation and set up;
  3. The above ninety (90) minute break shall include lunch and travel time to report to their respective schools.
  4. The Bristol Warren Education Association will be responsible for orienting new members as to the contents of this contract.

## ARTICLE 2 ASSOCIATION RIGHTS

A. **Statistical Data.** The Committee agrees, upon written request of the Bristol Warren Education Association, to release to Bristol Warren Education Association information available to the Committee concerning the financial resources of the district, and such other pertinent non-privileged information as will assist the Bristol Warren Education Association to develop accurate and informed proposals concerning hours, salary, working conditions, and all other terms and conditions of professional employment for all teachers in the negotiating unit. It is further agreed that the Committee will have a reasonable time to respond to such requests and that the Committee may, at its option, fulfill such requests either by written response or by making pertinent records available to a Bristol Warren Education Association representative in Committee offices.

It is further agreed the Committee shall not be required to prepare or to conduct any analysis, surveys, research or studies in response to Association requests.

B. **Professional Meetings.** If meetings between the Association and the Committee, or their representatives, are scheduled during normal working hours of a school day for arbitration, negotiations, or to discuss a grievance, the appropriate representatives and witnesses of the Association shall be relieved from all regular duties, without loss of pay.

C. **Association Business.** At the discretion of the Association, and with notification to the Superintendent, representatives of the Association shall be granted time to attend conferences, seminars, and workshops regarding Association related activities, not to exceed a total of twenty (20) days per year for all members at full pay, providing the attending teachers pay the cost of the substitutes.

D. **Policy Change.** The Committee agrees that, except in case of emergency, the Committee will notify the Association of any rule or policy change not covered by this Agreement pertaining to hours, salary, or other terms and conditions of professional employment within a reasonable time prior to the effective date of such rule or policy change. Upon written request from the Association to the Committee within five (5) days after such notification by the Committee, the Committee will afford the President(s) of the Association an opportunity to consult with the Committee as to the same before its effective date.

E. **Documentation.** The School Committee shall supply copies of the following documents to the President of the Association at the same time said documents are made available to Committee members:

1. Student enrollment data
2. Pupil and Teacher distribution statistics
3. Monthly financial reports of the School Committee
4. Budget proposals approved by the School Committee
5. A copy of the official agenda, excluding executive session agenda. Related non-privileged, non-confidential attachments to the agenda will be given to the

Association prior to the call of the chair.

6. Copies of official minutes of Committee meetings, excluding executive session minutes, and all other documents related to hours, salary, working conditions, and all other terms and conditions of professional employment.
7. Copies of School Committee policy and changes thereto.
8. A complete list of job descriptions and specifications for any certified position in the Bristol Warren School Department, except Superintendent.

**F. Grievance Committee In-School Meetings.** Members of the Grievance Committee, or other representatives of the Bristol Warren Education Association, with knowledge of the principal to whom they are assigned, may receive and may discuss formal complaints and grievances of teachers on school premises and during school hours, but only to such extent as does not neglect, retard, or interfere with the teaching duties of such Grievance Committee members.

**G. Teaching Staff Information.** The names, addresses, and telephone numbers of all BWEA members and their building, grade, and subject assignments shall be provided to the Bristol Warren Education Association President(s). Telephone numbers of all staff members shall be provided except for those that individual staff members have indicated should not be provided.

**H. Use of School Facilities**

1. The Association shall have the right to use school buildings in accordance with the District's use of facility policy for professional meetings during times when buildings are manned by custodial staff and provided also that such use does not interfere with or impair the instructional program in any way or cause custodial expense. The principal of the building involved must be given reasonable notice in advance of the time and place of such meeting.
2. It is further agreed that the association will leave any premises used by it in suitable condition.
3. The Committee agrees to permit the Association use of bulletin board space in each faculty room for the purpose of posting official Association notices. The authorized Association representative of each building shall be responsible for the posting of all such notices and the content thereof. All notices, prior to the posting, shall be signed by the authorized Association representative of that building. Copies of all such material will be given to the principal and the person posting shall be responsible for all claims regarding the content of the posting. In addition, electronic communication may be used to disseminate information among BWEA members upon approval of the BWEA President(s).

No member of the administration will assume responsibility for the preparation, posting, or distribution of materials for the Association.

4. The Association or any committee or representative thereof shall have the right to use school telephones for local telephone calls for Association business provided that such action does not neglect, retard or interfere with teaching duties.



**ARTICLE 3**  
**CONDITIONS OF EMPLOYMENT**

- A. The parties to this Agreement recognize the Committee's exclusive authority to select and employ new personnel. In keeping with the high standards of the community, the parties agree to make a good faith effort to attract teachers who possess high qualifications, and to keep such teachers in the Bristol Warren School System.

The principal and chairperson of the appropriate department (or principal and teachers from that department, where there is no department chairperson) shall be involved in the application and interviewing process of personnel who apply for positions covered under this agreement.

At least two members of the Association selected by the President of the Bristol-Warren Education Association or his/her designee, shall be involved in the application and interviewing process of personnel who apply for positions of an administrative or supervisory nature. The members of the Association should come from the building or discipline area that the successful candidate will supervise.

- B. A teacher shall hold or be eligible for any type of Rhode Island certification valid for his or her regular work assignment at the time of employment. Teachers who acquire additional certification after the effective date of this Agreement must inform the Superintendent of that fact, in writing. The Superintendent shall be notified by February 1 of the school year in which additional certification is obtained, or promptly after if certification is obtained subsequent to February 1.
- C. Teachers hired for a one (1) year appointment (135 days or more), such as to fill a long-term leave of absence) shall be eligible for health care benefits and be paid on the appropriate salary step.

Any teacher employed pursuant to the preceding clause may have his or her employment terminated in the event of any early return to work by a regularly employed teacher.

- D. It is recognized that the negotiation and administration of this Agreement entail expenses which are appropriately shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association in accordance with its Constitution and By-laws and execute an authorization for dues deductions, such teacher will, as a condition of employment by the Committee, execute authorization for the deduction of a sum as certified by the Director of the National Education Association of Rhode Island to the Bristol Warren Regional School Committee on or before September 15<sup>th</sup> of the current year, which will be forwarded to the Association. In the event that such an authorization is not signed within 60 days following the commencement of employment of the teacher or the effective date of this agreement, whichever is later, the Committee agrees that in order to effectuate the purposes of this Agreement, the services of such teacher or teachers will be discontinued as of the end of the then current school year. Such teacher or teachers will be notified of their termination of their services immediately upon the expiration of the aforesaid 60-day period.

**ARTICLE 4**  
**SALARIES**

- A. The annual salaries of all persons covered by this Agreement are set forth in Appendix A which is attached herein and made a part hereof.
- B. The first pay issue will be no later than the second Friday after the start of the school year. Subsequent issues will be at two-week intervals. When school is not in session paychecks will be distributed by direct deposit or mailed by the School Department to the home of the teacher.
- C. Teacher's annual salaries will be paid in twenty-six (26) equal payments.
- D. The last pay issue shall be paid in one check and shall include all remaining monies due the teacher.
- E. All personnel covered by this Agreement shall participate in the Rhode Island State Employees' Retirement plan.
- F. Step Credit on the Salary Scale for Teaching and Non-Teaching Experience/Longevity.
  - 1. Teachers shall be given credit for all years as a certified teacher, whether said teaching was in-state or out-of-state, when determining salary step. Non-teaching or other teaching experience, as deemed equivalent or appropriate by the Superintendent's exclusive discretion, may also be used when determining salary step.
  - 2. For teachers hired after April 9, 2001, only years of service in the Bristol Warren Regional School District shall be used when computing longevity credit. Under no circumstances can a teacher's longevity credit be reduced as a result of this provision.
- G. Full or half increments for advanced degrees and longevity will be paid providing the written request from the teacher and/or a documentation letter from the College or University, if necessary, are received by the Superintendent's office prior to October 15 and March 1, respectively.
- H. Any teacher who is asked to, and mutually agrees to, work beyond the 180 school days, one additional day, and 4.0 professional development days as stated in Article 8, Section G, shall be paid a per diem rate of 1/183.5 of his or her present salary.

**ARTICLE 5**  
**PAYROLL DEDUCTIONS**

A. **Dues.** Deductions shall be taken for Bristol Warren Education Association as follows:

1. In accordance with the articles in this Agreement dealing with employment, any teacher who is not a member of the Bristol Warren Education Association in good standing shall, as a condition of employment, pay to the Bristol Warren Education Association as a representative benefit fee, an amount equal to the dues of the Bristol Warren Education Association, the National Education Association of Rhode Island (NEARI), and the National Education Association (NEA).
2. The committee agrees to deduct from the salaries of employees in the negotiating unit dues for the Bristol Warren Education Association, the National Education Association of Rhode Island (NEARI), and the National Education Association (NEA) and to transmit the moneys promptly to an indicated Bristol Warren Education Association account.
3. The Bristol Warren Education Association will give the Superintendent ten (10) days' notice, in writing, prior to the effective date of any change in funds to be deducted from any employee of the negotiating unit.
4. Deductions referred to in Section A, Paragraphs 1, 2, and 3 above, will be made in twenty-five (25) equal installments. The Committee will not be required to honor any deduction authorizations that are delivered to it later than ten (10) days prior to the distribution of the payroll from which the deductions are to be made. If a teacher terminates employment during the year, the balance of the dues will be deducted from the last check.
5. No later than October 1<sup>st</sup> of each year, the Committee will provide the Association with a list of those members of the bargaining unit who have voluntarily authorized the Committee to deduct dues for the Associations named in Section A above. A list of new hires is to be delivered to the President(s) and Treasurer of the Bristol Warren Education Association within one week of their date of hire.
6. The Association will indemnify and save the School Committee, its agents and servants harmless with respect to any claim, suit, judgment, or other liability resulting from any deduction made from the teacher's pay, pursuant to the above authorization or dues deduction. The Association shall also indemnify and save harmless the Committee in any case where an individual has signed and delivered to the Association such authorization, but the Association has failed to notify the Committee thereof and accordingly deduction has not been made from the teacher's pay.

B. **Banking Deductions.** The committee will provide for the deposit of uniform deductions for any financial institution from the paychecks of those teachers indicating desire for such deductions.

1. The Committee shall be given ten (10) days' notice, in writing, prior to the initiation of deductions.

C. **Other Deductions.** Optionally, teachers shall have deducted monies from their salaries for the purpose of maintaining "tax sheltered" annuities. This would be done by the Committee before

withholding tax according to the Keogh Act, established pursuant to US Public Law 87-270 in accordance with procedures mutually acceptable to the Committee and the Association.

## ARTICLE 6 INSURANCE

### A. Life Insurance

The Committee will pay for each teacher, the full premium cost for term life insurance coverage in the amount stipulated in Appendix B. Teachers will have the right to purchase additional life insurance at their own expense as is available in any particular year.

Retirees will have the right to purchase insurance coverage as provided in Rhode Island State Law.

### B. Health Insurance

1. Standard Plan. The Committee shall provide a High Deductible Plan with Health Savings Account (hereinafter, the HDHP) which shall be the standard plan.

Unless an individual is legally unable to participate in the HDHP (that is unable by statute, regulation, Internal Revenue Service code, or court order, such as a divorce decree), all members receiving healthcare insurance shall be required to participate in the standard plan.

2. In addition, the Committee shall maintain the following alternative plans for the below indicated employees subject to the limitations specified herein:
  - a. Preferred Provider Organization Plan (PPO)
  - b. Indemnity Plan
  - c. Point-of-Service Model

The above indicated alternative plans shall be available to the following employees:

Category A: Those employees who are legally unable to participate in the HDHP (that is unable by statute, regulation, Internal Revenue Service code, or court order, such as a divorce decree, and, specifically with respect to the Indemnity Plan and the Point of Service Model, only to the extent that the employee is currently enrolled in said plan.

Category A employees, so long as they receive healthcare insurance from the district and remain legally unable to participate in the HDHP, shall remain eligible for the alternative plans. Those employees in Category A who are on a more expensive plan than the PPO shall pay the difference in cost to the District.

Category B: New hires (newly hired employees hired on or after July 1, but before January 1<sup>st</sup>, whose healthcare coverage commences on or after the first day of the subsequent teacher work year, (ex.a July appointment or a November hire) who: elect to receive healthcare insurance coverage, shall be enrolled in the PPO Plan (subject to a prorated annual contribution of 20%) until the following January 1<sup>st</sup>, at which time they shall be enrolled in the HDHP (provided they are legally eligible as described above), should they choose to continue to receive healthcare insurance from the employer.

Category C new hires (newly hired employees hired subsequent to January 1 but before June 30), shall be enrolled in the HDHP, and shall contribute toward the annual premium in accordance with subsection B.3 (immediately below).

3. Employee Annual Premium Contribution:

HDHP: Each year employees shall contribute the following toward the healthcare insurance premium (family plan or single coverage), deducted in equal installments from their paycheck on a pretax basis, to the extent such is permitted by law:

2017-18:	10% of premium
2018-19:	10% of premium
2019-20:	10% of premium

4. Alternative Plans: Employees shall contribute towards their health care coverage the following amounts deducted in equal installments from their paychecks.

a. The employee contribution shall be as follows:

2017-2020: 20%

b. Point of service copays for those plans in which point-of-service copays apply shall be as follows effective September 1, 2009:

Primary physician	\$15
Specialist	\$25
Urgent Care Center	\$50
Emergency Room	\$100
Prescription Drugs	\$7/ \$25/ \$40

c. In the event that an employee is laid off from employment healthcare and dental benefits shall continue to and including the August 31<sup>st</sup> following layoff.

5. General Terms of the High Deductible Health Plan with Health Savings Account:

a. Unless indicated otherwise herein, the terms of the HDHP with HSA are those specified by the provider, consistent with law and IRS regulation.

b. Employees shall have the option to contribute in any manner permitted by law, IRS regulations, and the healthcare insurer to the High Deductible Plan with the Health Savings Account.

6. Specific Terms of the High Deductible Health Plan with Health Savings Account:

a. Family Plan:

Employees participating in the HSA family plan will have an annual deductible of \$4000 fully funded by the employee. Coverage under the HDHP will run from January 1 through, and including December 31 each year. Employee contributions may be made in lump sum payment or payments or on a bi-weekly basis on a pre-tax basis as permitted by law and at the employee's election.

b. Individual Plan:

Employees participating in the HSA individual plan will have an annual deductible of \$2000 fully funded by the employee. Coverage under the HDHP will run from January 1 through, and including December 31 each year. Employee contributions may be made in lump sum payment or payments or on a bi-weekly basis on a pre-tax basis as permitted by law and at the employee's election.

7. Retiring Bristol teachers hired before July 1, 1993 shall receive until age 65, or eligibility for Medicare, or the equivalent federally sanctioned program, School Department existing coverage or substantially equivalent available coverage by another carrier mutually acceptable to the Association and Committee. At age 65, Bristol teachers will receive and the Committee will pay one half of the cost of such additional coverage necessary to provide the equivalent of those benefits received prior to age 65. If a retiring Bristol teacher is not eligible at age 65 for Medicare or the then equivalent federally sanctioned program, they may remain in the active teacher plan with the Committee paying one half the cost.
8. Retiring Warren teachers shall receive upon retirement to age 65 equivalent individual plan coverage equal in benefits to the individual plan as offered active teachers, with retirees having the option of receiving family coverage, with 50% of the cost contributed by the School Committee. All retirees will be required to leave the School Department plan upon eligibility for Medicare or the then equivalent federally sanctioned program.
9. All retired employees below age 65 eligible for equivalent outside coverage will be required to leave the School Department plan while retaining the right to reenter if they become ineligible for equivalent coverage under another employer's plan or their spouse's plan.
10. No health care retirement benefits will be available to any new hires employed after July 1, 1993.
11. Changes in medical coverage, if any, will not apply to then existing retirees unless specifically provided for. Teachers entitled to health care retirement benefits shall continue to pay the annual premium share dollar amount in effect for their level of coverage on the effective date of their retirement.
12. The widowed spouse of a teacher hired before July 1, 1993 shall receive while unmarried and not eligible for equivalent outside coverage fully paid individual coverage through age 65 and family coverage if needed, with the widow or widower paying 25%. The same coverage shall apply to the younger (pre-age 65) spouse of a retiring teacher.
13. The Committee may substitute insurance carriers for active, retired, spousal, dependent or survivor coverage provided equivalent coverage is given at no greater cost to beneficiary. The Association and Committee agree to jointly review proposals from health care providers for the coverage for active, retired, spousal, dependent or survivor coverage and reserve the right by written mutual agreement to change carriers and or administrators or modify coverage as circumstances may require.

14. Each employee currently taking a buyback as of September 1, 2009 is grandfathered in at his or her current buyback amount, which is hereby capped. Employees who were not taking a buyback as of September 1, 2009 and any new or subsequent hires are not eligible for the buyback.

### C. Dental Insurance

All teachers shall be eligible to receive dental insurance with benefits and benefit levels equal to those currently provided, including riders. Retired teachers may purchase the same through the School Department at the group rate.

The employee contribution shall be as follows:

2017-2018:	20% of premium
2018-2019:	20% of premium
2019-2020:	20% of premium

The dental maximum shall be increased to \$2000.

### D. Coverage for Part-Time Employees

1. All current employees and all employees who have either commenced work (other than substitute teaching), although not yet appointed by the school committee, or who have been appointed by the school committee, but who have not yet commenced work, by or on the last day of class of the 2007-2008 school year (hereinafter, *grandfathered* employees), shall receive and continue to receive healthcare benefits (health insurance and dental insurance) as those benefits were provided prior to the 2006-2007 school year; to wit, employees working 3/5<sup>th</sup> of a full-time schedule or more up to and including full-time receive full healthcare benefits at no cost, subject only to the percent co-share specified in Appendix B of the contract, if any.

**Example One:** Teacher A is a full-time *grandfathered* employee (receiving full healthcare benefits at no cost beyond the percentage co-share specified in Appendix B). During the 2008-2009 school year, Teacher A's schedule is reduced to 3/5<sup>th</sup> full-time employment. Teacher A shall continue to receive healthcare benefits at no cost beyond the percentage co-share specified in Appendix B. Thus, were Teacher A receiving a family plan, the total cost of which is \$12,000, in a year in which the Appendix B co-share requires a 10 percent contribution, Teacher A would pay a total of \$1,200 (which represents the Appendix B co-share).

**Example Two:** Teacher B is a 3/5<sup>th</sup> *grandfathered* employee (receiving full healthcare benefits at no cost beyond the percentage co-share specified in Appendix 13). Teacher B's schedule is reduced in the 2007-2008 school year to 2/5<sup>th</sup> full-time employment. Teacher B shall receive no healthcare benefits. Teacher B's employment subsequently reverts to 3/5<sup>th</sup> of a full-time schedule, Teacher B shall again receive full healthcare benefits at no cost beyond the percentage co-share specified in Appendix B, if any. Thus, were Teacher B receiving a family plan, the total cost of which is \$12,000, in a year in which the Appendix B co-share requires a 10 percent contribution, Teacher B would pay a total of \$1,200 (which represents the Appendix B co-share).

**Example Three:** Teacher C commenced teaching (other than substitute teaching) in the district at 2/5<sup>th</sup> full time employment during the 2006-2007 school year, but was not appointed by the school committee



until July- 2007. Teacher C shall receive no healthcare benefits. On 9/1/2009, Teacher C's schedule is increased to 3/5<sup>th</sup> full time employment. Teacher C would receive full healthcare benefits at no cost beyond the percentage co-share specified in Appendix B, if any. Thus, were Teacher C receiving a single plan, the total cost of which is \$6,000. in a year in which the Appendix B co-share requires a 10 percent contribution, Teacher C would pay a total of \$600 (which represents the Appendix B co-share).

2. a. Employees who are not covered under paragraph 1, above (i.e., *grandfathered* employees) shall receive healthcare benefits as follows: That portion of healthcare benefits provided by the employer shall correspond to the employee's employment status as stated as a fraction of full-time employment (e.g., 1/5<sup>th</sup>, 2/5<sup>th</sup>, 1/2, 3/5<sup>th</sup>, 4/5<sup>th</sup>, full-time).
- b. The employee shall pay for that portion of healthcare insurance not covered by employer, in addition to the percentage co-share, if any, specified in Appendix B; however, said co-share shall be applied only toward the cost of benefits provided by the employer.

**Example One:** Teacher D is hired 7/1/2008 and appointed by the school committee at the July meeting at 4/5<sup>th</sup> full time schedule. Teacher D shall receive 4/5<sup>th</sup> healthcare benefits at no cost beyond the percentage co-share specified in Appendix B, if any. Teacher D shall pay 1/5<sup>th</sup> the cost of the premium. Thus, were Teacher D receiving a family plan, the total premium cost of which is \$12,000, in a year in which the Appendix B co-share requires a 10 percent contribution. Teacher D would pay a total of \$3,360 (\$2,400 toward his/her healthcare benefits covering the portion of the premium not covered by the employer, and \$960, which represents the appendix 13 co-share) for healthcare benefits.

**Example Two:** Teacher E is hired and appointed by the school committee on 8/1/2008 at 1/5<sup>th</sup> full time schedule. Teacher E shall receive 1/5<sup>th</sup> healthcare benefits at no cost beyond the percentage co-share specified in Appendix B, if any, applied to 1/5<sup>th</sup> the total premium cost. Teacher E would pay for 4/5<sup>th</sup> the cost of the premium. Thus, were Teacher E receiving a family plan, the total premium cost of which is \$12,000, in a year in which the Appendix B co-share requires a 10 percent contribution, Teacher E would pay a total of \$9,840 (the SUM of \$9,600 toward his/her healthcare benefits covering that portion of the premium not covered by the employer, and \$240, which represents the appendix B co-share) for healthcare benefits.

**Example Three:** Teacher F is commences regular teaching in the district for the first time on 9/1/2008 at 2/5<sup>th</sup> full time employment. Teacher F shall receive 2/5<sup>th</sup> healthcare benefits at no cost beyond the percentage co-share specified on Appendix B, if any, applied to 2/5<sup>th</sup> the total premium cost. Teacher F would pay for 3/5<sup>th</sup> the cost of the premium. Thus, were Teacher F receiving a single plan, the total cost of which is \$6,000, in a year in the Appendix B co-share requires a 10 percent contribution, Teacher F would pay a total of \$3,840 (the sum of \$3,600 toward his/her healthcare benefits covering that portion of the premium no covered by the employer, and \$240 which represents the Appendix B co-share).

On 9/1/2009, Teacher F's schedule is increased to 3/5<sup>th</sup> full time employment. Teacher F would receive 3/5<sup>th</sup> healthcare benefits at no cost beyond the percentage co-share specified in Appendix B, if any, applied to 3/5<sup>th</sup> the total premium cost. Teacher F would pay for 2/5<sup>th</sup> the cost of the premium. Thus, were Teacher F receiving a single plan, the total cost of which is \$6,000, in a year in which the Appendix B co-share requires a 10 percent contribution, Teacher C would pay a total of \$2,760 (the sum of \$2,400 toward his/her healthcare benefits covering that portion of the premium not covered by the employer, and \$360 which represents the Appendix B co-share).

3. This provision shall in no way alter Job Sharing or healthcare benefits under Job Sharing arrangements.

**ARTICLE 7**  
**TUITION AID**

The School Committee will reimburse teachers in the amount stipulated in Appendix B per year for the cost of courses, training, workshops, or seminars as follows:

- A. Graduate level courses taken at duly recognized and accredited institutions and completed with a grade of pass for a pass/fail course or a grade of B or better for a graded course.

Seminars, workshops and/or training which will enhance and/or improve the teacher's skills, which are sponsored by an accredited organization and for which continuing education/in-service units are offered.

- B The Superintendent shall be notified in advance of the employee's intention to take courses for which reimbursement will be sought.
- C. Teachers are to be reimbursed after successful completion of the course, training, workshop, or seminar.

**ARTICLE 8**  
**TEACHING LOAD, HOURS, AND CLASS SIZE**

The Committee and the Association recognize and agree that teachers are entitled to regular time and work schedules on which they can rely and which will be fairly and evenly maintained throughout the school system.

- A. **Staff Meetings.** Teachers may be required to remain after the regular work day without additional compensation for up to one hour to attend ten (10) meetings per year called by the school principal and/or his or her designee. An agenda will be distributed at least forty-eight (48) hours prior to each meeting. A schedule of meetings for the year will be determined at the first faculty meeting.
- B. **Evening Meetings.** Teachers will not be required to attend any more than two (2) evening meetings each year for open house or parent conferences. This meeting shall last not longer than three (3) hours. Said meetings will be held at a date and time subject to an agreement between the BWEA President(s) and/or designee(s) and Building Administration. Teachers shall receive a minimum of thirty (30) days' notice. Rescheduled meetings shall be held no later than 21 calendar days after the original date.
- C. **Class Size.** The School Committee and the Association recognize the desirability of achieving optimum teaching-learning conditions by assuring workable class size. For the term of this Agreement (2017-2020), the Parties agree to the following class size limits.

K-5: 24 students  
6-8: 26 students  
9-12: 28 students

The Committee agrees to continue overage payments for class rosters exceeding the above limits.

Specialist/Inter-school teachers, including art, music, physical education, and library teachers will be assigned no more students than are assigned to each regular classroom.

- D. **Coverage of Classes.** The School Committee and the Association recognize the desirability of achieving optimum teaching-learning conditions by assuring proper classroom coverage.
1. To ensure optimal teaching and learning conditions, coverage will be provided for all teaching staff, including but not limited to, classroom teachers, itinerant teachers, specialists, and service-hour teachers which include Title I, Special Education, English Language Learners and Literacy teachers.
  2. In the case of extreme emergency where continuous coverage is not available, teachers may substitute in lieu of their preparation period and will be compensated on a prorated basis using a six and three-quarter hour workday (405 minutes) and their normal daily rate of pay. Such compensation will be no less than 1/7 of each member's daily rate of pay.
  3. Administration will release teachers from administrative duties for the purpose of attendance at parent conferences or IEP meetings, when necessary.

4. The administration will provide coverage for teachers when parent conferences, RTI or IEP meetings are scheduled during the school day. These meetings will not be scheduled during teachers' preparation time.

## E. Teacher Programs

### 1. Definition of Terms

- a. Teaching Periods are those periods of continuous lengths of time in which the teacher is actively involved with the pupils in the act of teaching and has participated in the planning of instruction to be conducted.
- b. Preparation Periods are those periods of continuous time, equal to the length of a teaching period, during which the teacher is not assigned to a regularly programmed responsibility. Such periods will remain inviolate and will be used by the teacher to best prepare him or her for teaching responsibilities. Teachers may leave the building during preparation or other unassigned periods upon notification to the principal or designated representative.
- c. Administrative periods are those periods during which the teacher is programmed for an activity other than teaching. Administrative assignments will include but not be limited to:

(1) Study period supervision

(2) Duties and professional projects which are related to the instructional program of the teacher and his or her department, such as, but not limited to:

- Curriculum development and adaptations
- Review and selection of instructional materials
- Long range and unit planning
- Preparation for departmental and teacher tests
- Construction of departmental and teacher tests
- Correction of written work of pupils
- Parental conferences
- Pupil interviews

Setting up Individualized Education Plan meetings. If PreK- 5 teachers find the time allotted for setting up IEP meetings is insufficient, those teachers are to report the situation to the building level administrator for assistance.

- d. Homeroom classes are those in which students assemble in the morning and at the close of the day for administrative purposes. The time involved is usually a short period, and is known as the homeroom period. An equivalent duty can be assigned to those teachers

who do not have a homeroom duty.

## 2. Teacher Assignment

- a. Teachers will be notified in writing of their schedule for the upcoming year by no later than the last day of the current school year, including the schools to which they will be assigned, the grades and/or subject that they will teach, and any special or unusual classes that they will have. High School teachers shall receive the first run of the computer regarding their schedules for the ensuing year prior to the close of school in June. Tentative schedules, if available, will be provided to teachers prior to the close of school in June.

Notwithstanding the foregoing, the parties recognize changes in schedules may be necessitated due to unforeseen exigencies. In the event that such changes are necessary following the conclusion of the last day of the school year, said teacher shall be provided with adequate time in order to adequately prepare for the new assignment.

- b. Regular secondary classroom teachers shall be assigned to no more than two (2) classrooms, whenever possible.
- ## 3. Secondary School Program. The Middle School Program outlined below will also apply to the High School.

- a. Secondary school teachers shall not be required to teach more than two subjects nor more than three preparations at any one time on a continuing basis; provided, however, that for specific courses and for specific durations set forth in writing and signed by the (Co-) President(s) of the Association and the Superintendent or his/her assigned designee, the Association will agree to alter the limitations of this provision, when considered appropriate by agreement. (Note, a subject is interpreted as meaning a separate discipline such as the discipline of mathematics, science, social studies, business education, physical education, etc., respectively. A preparation is interpreted as meaning a particular level within a discipline such as Algebra I, Trigonometry, General Mathematics. etc., respectively.) Further, the parties agree with the following:

- (1) Collaborative or inclusion classes do not require separate teaching preparations.

## 4. Middle School Program

- a. Middle school teachers, except guidance counselors, will not be assigned more than five (5) teaching periods out of seven (7) per day (25 per week), one (1) administrative period, one (1) preparation period, and one (1) homeroom/duty period per day except in cases of mutual agreement between the Association and appropriate administrator.
- b. Middle school teachers shall not be required to teach more than two subjects nor more than three preparations at any one time on a continuing basis; provided, however, that for specific courses and for specific durations set forth in writing and signed by the (Co-) President(s) of the Association and the Superintendent or his/her assigned designee, the Association will agree to alter the limitations of this provision, when considered appropriate by agreement. (Note, a subject is interpreted as meaning a separate discipline

such as the discipline of mathematics, science, social studies, business education, physical education, etc., respectively. A preparation is interpreted as meaning a particular level within a discipline such as Algebra I, Trigonometry, General Mathematics. etc., respectively.) Further, the parties agree with the following:

- (1) Algebra I and Algebra I Part I are separate teaching preparations.
- (2) Collaborative or inclusion classes do not require separate teaching preparations.

#### 5. Elementary School Programs

- a. Elementary school teachers will be assigned five (5) preparation periods per week.
- b. Teachers will be allowed forty (40) consecutive minutes for preparation time and thirty (30) minutes for a duty free lunch.

Preparation time will be exclusive of recess and the fifteen (15) minutes before and after the student's school day. Every effort will be made to distribute these preparation periods evenly throughout the week.

- c. All teachers with a thirty (30) minute duty free lunch period will have an average of 200 minutes of preparation time per week scheduled during the students' school day, exclusive of that duty free lunch period.
- d. Classroom teachers are entitled to the use of their classroom during preparation periods when available.
- e. Specialist / Inter-school teachers, including Art, Music, Physical Education, and Librarians will have:
  - i. No more average daily teaching time than regular classroom teachers in the buildings to which they are assigned.
  - ii. Preparation time that reflects current practice shall continue.

#### 6. Coverage of Classes

- a. **Long-Term Coverage:** In the event a teacher agrees to cover a class on a long-term substitute basis, beyond two (2) weeks, the teacher shall be compensated at a rate of 1/7th of their per diem rate and will be compensated for days on which he/she is absent for professional development, sick or personal time.
- b. **Advisory Periods**

Advisory periods are defined as those periods in which teachers and administrators meet with students for the purposes of personalization as required by Rhode Island Department of Education regulations. Teachers will not be required to prepare/plan lessons or activities for these periods. All materials, resources, copies, etc. will be provided and the teachers will facilitate the provided activities. Frequency and length of the advisory

periods will be subject to agreement between the President(s) and/or designee(s) and building administration in each building where advisory periods are in effect.

c. Instructional Periods

Whenever certain, classes may be canceled, teachers, who as a result may be relieved of instructional periods, shall have those instructional periods replaced by administrative or instructional periods and any such school days shall be considered as full work days. Such teachers shall be assigned such duties as the principal shall designate.

d. Waiver Procedure for Teacher Preparation.

The Administration shall actively seek volunteers for collaborative teaching. In the event that the required number of teachers does not volunteer for collaborative teaching, the administration may assign a teacher to a collaborative assignment. The teacher and/or the BWEA President/designee may request a meeting with the building principal to discuss said assignment prior to its effective date.

A collaborative teacher's administrative period shall be a common planning period for a minimum of two (2) days of the seven (7) day cycle. Further, the administration shall apply their best effort to ensure that said collaborative classes are scheduled with not more than nine (9) students with Individual Educational Plans.

- e. The BWEA Co-Presidents and/or their designees shall meet with the building principal and/or the principal's designee in June each year to review each teacher's tentative schedule. If necessary, an additional meeting, prior to the opening of the next school year, shall occur to review scheduling changes that occurred during the summer.
- f. As necessary, during the June and subsequent meetings, the building administrator shall request a waiver of the three (3) preparation maximum, per Article 8 E. 4,b. Said waiver shall be signed by the teacher, the BWEA Co-Presidents, and the building administrator.
- g. In the event that no agreement occurs during the Co-Presidents and building principal review procedure, and the parties disagree on whether a specific teaching preparation is different than the other teaching preparations to said teacher, this issue shall be reviewed by the Superintendent and Co-Presidents; if they cannot agree, the issue is submitted to expedited arbitration. Pending resolution of this issue, the parties agree to execute a waiver, per Article 8 E. 4.b. until such time as the matter is resolved.
- h. Any teacher, other than a collaborative teacher referred to in paragraph 2, above, who has four (4) preparations shall not have an administrative period.

F. Collaborative Team Time

- 1. Collaborative Team Time shall be aligned to the district strategic plan and school improvement plan. Teams will be comprised of teachers of the same grade, content, or area focus, working within the four tenets of a Professional Learning Community with student learning achievement at the at the core of all discussions.

2. The School Committee and the Association recognizes the desirability for conditions that optimize Collaborative Team Time. To that end, Collaborative Team Time will be implemented in the following fashion:

- a. Beginning in the 2017-18 school year, the previously agreed upon 20 hours of Common Planning Time and the 2.5 professional development days will be combined for a total of 4.0 professional development days, (a full day consisting of 5 hours), to be scheduled throughout the year.
- b. A professional development planning committee will be established within each school, that will meet throughout the year to determine the focus and agenda for each professional development day, based on input from teachers in the school. This committee will report out to the school and district on a quarterly basis.

#### G. School Day

1. Except as provided herein, the length of the school day for teachers shall be six and three-quarters continuous hours, including an uninterrupted duty-free lunch period whose length is pursuant to current practice. Also including-fifteen (15) minutes, which shall occur within the existing school day of six and three-quarters hours and split between the beginning of students' school day and ending after the official closing of the students' school day. An agreed upon schedule will be determined by the BWEA President(s) and/or designee(s) and building principals).

#### H. Work Year

1. The work year of teachers shall conform to the school calendar, with a regular school year of 180 school days and one additional day
2. Professional Development Days.

In addition to the above, commencing in 2017-2018 there shall be 4 days each year devoted to Professional Development. A Professional Development Day will be defined as five (5) hours. Representatives of the Association and Administration will mutually agree upon the timing and the agenda for these days. Teachers absent on professional development days will be charged a full sick or personal day as appropriate.

#### I. Inter-School Teachers

##### 1. Definition of Terms

- a. An inter-school teacher is one who teaches in more than one school during the week (including special education classes) including but not limited to Physical Education, Art, and Music, Library, Diagnostic Prescriptive Teachers, Special Education Resource Teacher, etc.
- b. A base school shall be defined as the school at which the teacher spends the majority of his or her teaching hours in a week.



## 2. Assignments

- a. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified, within a reasonable time, of any change in their schedules before any long term (more than one week) change is made and as soon as practicable in the event that illness or other recognized emergency requires a change in schedule.
- b. Physical Education teachers will meet with each assigned K-5 class for a minimum of one-hundred (100) minutes per week.
- c. Art and Music teachers will meet with each assigned K-5 class for a minimum of one forty (40) minute period per week. Kindergarten students shall receive one art and music experience per quarter.
- d. All inter-school teachers will be given adequate travel time between buildings. This time will not be part of preparation time or duty free lunch time.

## J. School Counselors

1. Counselor Responsibilities. The specific duties and responsibilities of counselors shall be defined and assigned by the administration. The guidance and counseling program shall be planned and developed by the guidance staff with the approval of the administration. Counselors shall not be assigned to administrative or preparation periods but should devote full time to the performance of guidance duties, counseling, testing, pupil placement, conferences with parents, teachers and administrators, as consultants in curriculum development, research, pupil evaluation, the dissemination of educational and vocational information to pupils and parents, and the referral of students to agencies that may be able to help students who may be in need of special services not available in the school setting.
2. Guidance personnel will not be called upon to perform any tasks of a disciplinary nature.
3. So that counselors may carry out their responsibilities effectively, to the extent possible within budgetary limitations and with the exception of the elementary school or by mutual consent between the counselor and the administration, the pupil load per counselor shall not exceed three hundred (300) pupils at the high school level and one grade level at the middle school level.
4. Counselors will have access to consultations with professional people in related fields (social workers, psychologists, doctors, etc.) with the limits of budgetary and administrative considerations.
5. School Year. The work year of school counselors shall begin no earlier than one week prior to the opening of school and will terminate not more than one week after the close of school.
6. It is recognized that it is desirable that there be provisions in the budget for counselors to attend regional and/or national conferences.

7. For each day scheduled prior to and after the 185 day the school year, guidance counselors shall be remunerated at the rate of 1/185 of their annual base salary in accordance with the schedule in Appendix A and the paragraphs that address salary step, degree lanes, and longevity of the Agreement between the Bristol Warren Regional School Committee and the Bristol Warren Education Association.
8. If counselors are required to be available for up to three additional evening meetings in addition to those referred to in Article 8, Section B, they will be compensated at an hourly rate pro-rated on their per diem rate.

K. Elementary School Head Teachers

1. One teacher in each elementary school shall be appointed Head Teacher with a work year of the student year, plus one day, plus 4.0 professional development days, plus 2 days (total 187) and paid a stipend per Appendix C.

L. Middle Level Curriculum Coordinators

1. Teaching Schedule

The teaching load of a Curriculum Coordinator will be four classes per day.

- 2.

Curriculum Coordinators shall not evaluate bargaining unit members.

Performance responsibilities are determined by the Superintendent.

3. Stipend - See Appendix A

M. MHHS Department Chairs

1. Teaching Schedule

There shall be one Department Chair for each of the following content areas:

- Humanities (English, Social Studies, Foreign Language, Reading)
- STEM (Science, Technology, Engineering, Mathematics)
- Arts and Applied Arts (Performing Arts, Visual Arts, Family and Consumer Science, Business)
- PE and Health

The teaching load of Department Chairs will be 3 classes, with the exception of the Department Chair for the PE and Health Department who will teach 5 classes. Department Chairs will have no administrative duties.

2. Performance Responsibilities for Department Chairs:

Department Chairs shall fulfill the following performance responsibilities in conjunction with teacher-leaders:

- Department Chairs shall not evaluate bargaining unit members
- Performance responsibilities are determined by the Superintendent.

3. Stipend – See Appendix A

N. MHHS Teacher Leaders

1. Teaching Schedule

Teacher leaders shall not have any administrative duties and shall teach a reduced course load of four (4) classes. There will be two (2) Teacher Leaders from each of the following departments: Humanities, STEM and Visual/Performing and Applied Arts. There will be no Teacher Leader from the PE/Health Department.

2. Teacher leaders shall not evaluate bargaining unit members

3. Stipend – See Appendix A

O. Special Populations Teachers

If personnel such as, but not limited to, psychologists, diagnostic/prescriptive teachers, and social workers attend before or after school hour meetings, such as IEP meetings, agency meetings, and/or make home visits, they can flexibly schedule their school days to accommodate the teacher work day, as stipulated above in Article 8, Section F, of this agreement.

P. Job Share

1. Rationale Job Sharing provides flexibility in employment for teachers who either require a modified schedule or who elect to work a modified schedule. Job Sharing provides students with instruction that emphasizes the special strengths and skills of the respective Job Sharing partners. Job sharing provides employment to teachers who, due to temporary personal; or family commitments, elect not to attend a full time work schedule.

2. Definitions

a. Job Sharer. Except in those instances in which the Job Sharing partners teach the same grade, the Job Sharer is the teacher who seeks to share his or her position with another teacher. In those instances in which the Job Sharing partners teach the same grade, the Job Sharer is the senior teacher. The Job Sharer *owns* the position and shall retain all rights thereto extending from the collective bargaining agreement and/or state statute. It is understood by the Parties that the Job Sharer shall retain his or her position in the event that the Job Share terminates.

b. Job Share. Except in those instances in which the Job Sharing partners teach the same grade, the Job Sharee is the teacher who elects to partner with the Job Sharer. In those instances in which the Job Sharing partners teach the same grade, the Job Sharee is the junior partner. The Job Sharee voluntarily relinquishes all rights to the position he or she has vacated in order to accept the Job Sharing partnership

Illustration A: Teacher A teaches fifth grade and seeks to share her job with another teacher, Teacher B who teaches third grade. Teacher A is the Job Sharer and retains rights to the fifth grade position in the event that the Job Share terminates. Teacher B voluntarily relinquishes rights to the third grade position she has vacated.

Illustration B: Teacher C teaches fourth grade and seeks to share his job with another teacher, Teacher D who also teaches fourth grade. Teacher C is the senior teacher and is the Job Sharer, Teacher D, the junior teacher, has by accepting the fourth grade Job Share with Teacher C, vacated his fourth grade position.

## 2. Job Share Committee

The Job Share Committee is charged with reviewing proposals for Job Sharing. The committee shall consist of three (3) teachers selected by the Association and three (3) administrators selected by the Superintendent.

## 3. Termination of the Job Share

The Job Share shall terminate when any one of the following occur:

- a. Either partner leaves the Job Share;
- b. The position owned by the Job Sharer is abolished;
- c. The Job Share Committee determines that the Job Share does not have merit, or,
- d. The District is unable to find a suitable replacement after a reasonable effort (defined below).

In the event that a loss of partner (4.a, immediately above) should occur, the School Department shall make every reasonable attempt to locate an acceptable partner. A reasonable attempt shall include at least the following:

- posting the position, and,
  - advertising the position in the Providence Journal 4. Limitations
- a. Each Job Share partner shall be required to attend evening meetings as defined by the percentage of their partnership responsibility (i.e., .5 FTE will attend half of the scheduled evening meetings) each school year without additional compensation.
  - b. Job Sharing partners are encouraged to attend all faculty meetings; however, they are required to attend that number of meetings corresponding to their Full-Time-Equivalent (VIE) status without additional compensation.

**Illustration:** Teacher A Job Shares with Teacher B. Teacher A's FTE status is .4 and Teacher B's FTE status is .6. Teacher A shall attend 4 out of 10 meetings and Teacher B shall attend 6 out of 10 meetings.

- c. Teachers in a Job Share arrangement cannot participate in the Job Fair for the year that their partnership is established.
- d. Teachers who receive a non-renewal notice cannot submit a job share proposal.
- e. Job Share partnerships end at the end of each school year. Job Share partnerships that wish to continue from year to year must go through the review process as described in this agreement.

#### 5. Guidelines for Job Sharing Proposals and Review

- a. Teacher(s) seeking to share a full-time position must submit a written proposal to the Building Principal on or before May 1 of the school year preceding the school year when the Job Share is scheduled to commence. The Building Principal shall immediately forward the written proposal to the Job Share Committee for review.
- b. Teachers may apply without a partner. It is preferable that two (2) teachers apply together.
- c. The proposal shall contain a statement affirming the following:
  - applicant compatibility, and
  - dedication to the teaching profession, and
  - dedication to student centered instructional quality.
- d. The proposal shall also include the following:
  - The date the Job Share is expected to commence;
  - The date the Job Share is expected to conclude;
  - The division of tasks and time between the partners of the Job Share;
  - The division of standards-based instruction by subject matter for elementary grades or content area for secondary grades;
  - Provisions for communication between the partners;
  - Provisions for communication between the partners and staff; and
  - Provisions for communication with parents.
- e. The proposal must indicate that the Job Share will maintain a continuity of instruction for students, in such a way that each individual partner will have the same class, the same student membership and/or course assignments throughout the duration of the job sharing. (For example: At the elementary level a partner that teaches reading will teach reading throughout the week with the same student membership.)

Proposals shall be evaluated by the Job Sharing Committee within thirty (30) days of

submission, and, if found to have merit, shall be recommended; however, for the term of this Agreement, approval of job sharing is solely at the discretion of the Superintendent. That limitation shall cease to be effective after August 31, 2014.

Q. Electronic Communication with Students/Parents

1. All staff shall be required to post grades for tests, quizzes, and projects on the electronic system currently used by the District ("Icue") for such purposes. Grades shall be posted no later than seven (7) days from the due date for submission of grades.
2. All staff shall not be required to submit Quarterly Progress Reports.

**ARTICLE 9**  
**TEACHER FACILITIES**

- A. Each school will have space in which teachers will safely store instructional materials and supplies.
- B. Each school shall have a private telephone available to the faculty of that school.
- C. The Committee shall provide:
  - 1. A secure building.
  - 2. A teacher work area containing adequate equipment (high speed copier in accordance with the technology report adopted by the School Committee, laminator, typewriter, word processor, computer, etc.) and supplies to aid in the preparation of instructional materials.
  - 3. A separate, private, well-lighted, properly ventilated, and clean faculty dining area, which may be combined with a lounge, shall be provided in each school. Clean and properly ventilated faculty rest rooms shall also be provided.
  - 4. Each teacher shall have an adult chair, a lockable file cabinet, and an adult desk.
  - 5. Departments shall have a separate work area that includes a desk/worktable, chair and lockable file cabinet for department materials.
  - 6. Every reasonable effort will be made to provide itinerant teachers with an adult chair, desk/worktable and lockable file cabinet at all the schools they service as well as adequate space for safe storage of materials and equipment.
  - 7. Adequate shelf and cabinet areas for the storing of instructional materials and supplies in each classroom.
  - 8. Classrooms, and other areas designated for educational and evaluation purposes, are to be properly lighted, cleaned, bright, and maintained at a proper temperature. Hallways shall not be considered acceptable teaching or evaluation areas.
  - 9. All rooms used for instruction shall have room darkening devices, screens for visual projections, and adequate acoustics.
  - 10. An area in each school will be made available for teachers to conduct conferences.
  - 11. Locks on all classroom doors.
  - 12. A distribution box for every teacher in the building.
- D. In the event that the Committee engages in any new school construction or renovation, teachers may submit written suggestions or concerns to the Administration who will provide them to the appropriate committee. It is understood by the Parties that these suggestions or concerns are for consideration only and not binding on any committee in any way.

- E. Maintenance work will not be done in a classroom when class is in session except in the case of an emergency.
- F. Where available, designated teacher parking areas will be provided. The Committee further agrees to address student intrusions of such areas.



**ARTICLE 10**  
**TEXTBOOKS AND SUPPLIES**

- A. The Committee will provide sufficient textbooks and supplies to ensure the full implementation of the curriculum.
- B. The Committee, through the Superintendent, in keeping with the State Law regarding purchase of textbooks, agrees that before a change in textbook or reference texts is made, or a new textbook or reference text is selected, principals in the elementary, middle, and secondary schools will discuss the change or new selection with the teachers (or a committee representing the teachers) from each of their respective schools. The recommendations from the teachers or their committee shall be given in writing to the principals and these reports shall serve as a guide to the principals and administration in making the final decision.
- C. In the event that a teacher wishes to purchase any supplemental materials, supplies, special teaching aids, etc. they shall submit a request, in writing, to:
  - a. Elementary level- building principal
  - b. Secondary level- initially to the curriculum coordinator and/or department chair, then to the building principal

If said request is approved, and if funds are readily available, the requested materials will be ordered provided to the teacher.

- D. All orders of materials and textbooks shall be delivered to the classrooms before the start of the school year, if possible.

**ARTICLE 11**  
**District Initiative Advisory Committee**

A. The purpose of the District Initiative Advisory Committee is to support and communicate the implementation of district and/or school-wide initiatives identified in the district Strategic Plan and/or School Improvement Plans by reviewing the impact to teaching and learning and teacher responsibilities. The committee will strive to ensure that the number of initiatives proposed for grade levels or departments allows for sufficient time and support for teacher learning and changes in instructional practice.

B. The District Initiative Advisory Committee will serve for the length of the contract and meet on a quarterly basis before or after school hours. The committee will be comprised of two (2) elementary teachers, two (2) teachers from the middle and two (2) from the high school, that shall be appointed by the BWEA leadership, in addition to one administrator from each school level, and one (1) district administrator.

**ARTICLE 12**  
**NON-INSTRUCTIONAL DUTIES**

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his or her energies should be utilized to this end. The Committee will reduce non-teaching duties according to guidelines set forth by the Department of Education. Therefore, the Committee agrees to extend its present program pertaining to school aides so that teachers will not be required to perform the following duties:
1. Non-instructional assignments, including, but not limited to, milk distribution, supervision of cafeterias, buses, lavatories, corridor duty, supervision of classroom aide(s) except for the minimum necessary for the health and safety of the students.
  2. Health services, such as administering eye or ear examinations and weighing and measuring pupils except where directly related to area of teaching.
  3. Collecting money from students.
  4. Delivering of books to classrooms, preparing textbook inventories, duplicating instructional and other materials when done on a school-wide basis. However, in direct classroom work, the teachers will still retain responsibility for books and materials assigned to that particular class.
  5. Preparing materials for publication in school newspapers.
  6. Arranging for his or her own substitute.
  7. Teachers shall not be required to supervise general detention classes.
  8. Teachers shall not be required to perform cafeteria or corridor supervision duties.

**ARTICLE 13**  
**MAINTENANCE OF CONTROL AND DISCIPLINE**

The safety of the students and staff is the responsibility of the school administration.

- A. The Committee in partnership with administration, faculty and staff shall provide a well-organized school and a disciplined school.
- B. When, in the judgment of a classroom teacher, a student requires the attention of a principal, assistant principal, counselor, physician or other specialist, the teacher will so inform his or her principal. The principal or his or her designee will arrange, within three (3) school days, a conference among the Principal, the teacher, and an appropriate specialist to discuss the problem and to decide upon proper steps for its resolution.
- C. When in the judgment of a classroom teacher, a student is, by the student's behavior, seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer the student to the principal. In such cases the principal, or his or her designee, will arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among the principal, the teacher, and parent or guardian to discuss the problem and to decide upon proper steps for its resolution.
- D. When it is apparent to the person in authority that the safety of other persons is endangered, said person may take the necessary measures to restore order in the area.
- E. Teachers recognize their responsibility for the total education environment in a particular school and shall therefore not limit their influence only to those pupils assigned to them.
- F. Administration will institute and maintain a communication system insuring a rapid response to student and staff needs in emergency situations.

**ARTICLE 14**  
**TEACHER FILES**

- A. A teacher may review his/her file at any time on reasonable notice and may submit additional letters or documents that he or she wishes kept in his file. The Superintendent shall determine whether such letters or documents shall or shall not be included in said file.
- B. No material will be placed in his or her personnel file unless the teacher has had an opportunity to review such material and to affix his/or her signature to the form attached which affords the teacher the opportunity to approve, or disapprove and comment on said material. Such signature merely signifies that the teacher has read the material to be filed; it does not indicate agreement with its content. This shall not apply to material placed in the file in the ordinary course of business related to payroll, contractual or legally mandated time off, healthcare, etc.
- C. A teacher shall be permitted to reproduce material in his/her official file other than confidential or privileged material at cost.
- D. No material concerning any teacher shall be kept in any permanent official file other than the teacher's official file. Should an administrator maintain an unofficial file on a teacher, that file shall be destroyed upon the transfer, resignation or death of the administrator or teacher concerned.
- E. Principals may keep any material pertaining to teachers in their respective building, in an informal file provided the following conditions are met:
  - 1. Any material going into such file must be immediately brought to the teacher's attention.
  - 2. At the end of one calendar year, the Principal must either destroy the material or refer it to the Superintendent's Office for inclusion in the teacher's official file.
  - 3. If the Principal decides to have the material included in a teacher's official file, he/she must first notify said teacher that the material is going to be sent to the Superintendent's Office.
  - 4. When a teacher is notified that any material is to be placed in his or her official file he or she may attach any comments he or she feels necessary and/or he or she may grieve if he or she feels that the material should not be made part of his or her file.

**ARTICLE 15**  
**TEACHER PROTECTION**

**A. Teacher**

1. Teachers will immediately report all cases of threats, assault, battery, and/or personal injury in connection with their employment to the Superintendent of Schools through the principal, in writing.
2. When a teacher has been assaulted, the Committee will comply with any request from the teacher for information in its possession relating to the incident or the persons involved as permitted by law.
3. If criminal or civil proceedings are brought against a teacher alleging that he or she committed an assault and such assault occurred in the course of his or her employment and arose out of said employment, such teacher may request the School Committee to furnish legal counsel to defend him or her in such proceedings. The School Committee will evaluate the request and the circumstance of the charges and shall furnish counsel or reimbursement of reasonable counsel fees, if the teachers' defense is deemed meritorious.
4. Teachers shall receive prompt (within one week) notification of pupils in their classes who have severe physical and/or emotional problems within the knowledge of the Administration. Teachers shall receive notification, updated as necessary, of those pupils who have special legal and/or family situations.
5. If a teacher, while acting in the discharge of his or her duties within the scope of his or her employment, is assaulted or injured on the job, the teacher will report the incident to his or her school principal or immediate supervisor who shall immediately notify the civil authorities.
6. All teachers in the Bristol Warren School System will be covered by Workers Compensation under the Rhode Island Workmen's Compensation Act.
  - a. Whenever a teacher is absent from school because of total incapacity to perform his or her usual duties due to assault, and/or battery, and/or injury, which arose out of, and in the course of, his or her employment, he or she will be paid his or her full salary (less the amount of any Workman's Compensation benefits paid for such incapacity) for the period of such absence up to one (1) year from the date of such injury and no part of such absence will be charged to his or her annual or accumulated sick leave. The School Committee shall have the right to require the teacher to be examined at any time by a physician designated by it, and the opinion of such physician shall be conclusive as to continued eligibility for payment.
7. All complaints to the Superintendent or Principal regarding a teacher must be in writing. If a written complaint is received, a meeting shall be arranged within five (5) school days among the parents, Superintendent, or designee, and/or Principal, teacher involved, student involved, and a Bristol Warren Education Association representative, if requested. A teacher may, if it is requested, receive a copy of the written complaint, and under normal circumstances, said meeting shall be held at least 24 hours after receipt.

8. The Committee will satisfy any judgment obtained by a third person in an action against a teacher arising out of administration of first aid to students where such administration by the teacher is a required and authorized activity in the performance of his or her duties, except in cases of willful misconduct of the teacher and provided the Committee receives written notice from the teacher within ten (10) days of the incident.

## **B. Property Damage**

1. The School Committee will reimburse teachers in an amount not to exceed a total of \$1,000.00 in any school year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn to or required to be brought into school, when the teacher has not been negligent, to the extent such loss is not covered by insurance and provided the particular loss, damage or destruction amounts to \$20.00 or more. The term "personal property" shall not include cash or automobiles. The terms "loss," "damage" and "destruction" shall not include the effects of normal wear, tear and use.

In order to receive said reimbursement the teacher shall:

- a. Submit a sworn written statement to Administration with sufficient detail to explain what happened;
  - b. Submit documentation to show the value of the item damaged where available, as well as proof that said item has been replaced (where available) and the reasonable cost of the replacement;
  - c. Submit documentation verifying that the loss is not covered by other insurance.
2. Protective clothing shall be provided for all teachers in laboratory and shop areas. Failure to wear protective clothing when so provided will constitute negligence.
  3. Teachers will immediately report incidents of property loss or damage to their school principal or immediate supervisor.

**ARTICLE 16**  
**TEACHER EVALUATION**

The educator evaluation system shall be approved by the Rhode Island Department of Education (RIDE) and aligned with the Rhode Island Education Evaluation Standards, as approved by the Rhode Island Board of Education. All educators who are new to the district shall receive training prior to their participation in the evaluation process. The BWEA and administration are mutually responsible for providing training to these educators. All evaluations shall be conducted by an evaluator who has been trained in the Rhode Island Educator Evaluation model.

- A. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed-circuit television, public address, or audio system, and similar surveillance devices shall be strictly prohibited.
  
- B. Evaluation Schedule

1. All tenured teachers (with the exception of those in their first year teaching under a different teaching certificate) who earned a final evaluation rating of Effective must be fully evaluated again according to the chart below:

Effective Schedule

Effective	2016-2017
Year 1	2017-2018
Year 2	2018-2019
Next Evaluation	2019-2020

2. All tenured teachers (with the exception of those in their first year teaching under a different teaching certificate) who received a final evaluation rating of Highly Effective must be fully evaluated again according to the chart below:

Highly Effective Schedule:

Highly Effective	2016-2017
Year 1	2017-2018
Year 2	2018-2019
Year 3	2019-2020
Next Evaluation	2020-2021

C. Evaluation Report Review

- 1. Teachers will be allowed to review a copy of any evaluation report prepared by their evaluators, within ten (10) school days, and will have the right to discuss such reports with their evaluators.
  
- 2. Evaluations of teachers shall be completed not later than ten (10) days before the end of the current school year.
  
- 3. Each observation of a teacher may be followed by a personal conference between the teacher and his or her evaluator, at a mutually agreeable time, for the purposes of clarifying the



evaluation report and for making suggestions for noted areas for improvement.

4. Teachers shall sign all reports and may include written comments on all copies. Such signature merely signifies that the teacher has read the material to be filed; it does not indicate agreement with its content.
- D. Any complaints regarding a teacher made to the administration by any parent, student, or other person, will be promptly called to the teacher's attention per Article 15, Section A, Part 7.
  - E. Only information obtained by the evaluator during the course of the evaluation visit, the subsequent interview with the teacher, and other documented information relevant to the evaluation form, that has been previously brought to the attention of the teacher, may be included in the written evaluation.
  - F. If an evaluator finds a teacher lacking, the reasons thereof shall be set forth in specific terms, as shall an identification of the specific ways in which the teacher is to improve, and the specific assistance to be given by the evaluator and administration.
  - G. Each observation of a teacher in teaching situations for the purpose of evaluation shall be for a minimum of fifteen (15) minutes.
  - H. Each teacher, upon his or her employment, or at the beginning of each school year, whichever is later, shall be apprised of the criteria upon which he or she will be evaluated.
  - I. In no case shall any evaluation or rating of a teacher be based upon hearsay.
  - J. Dismissal or suspension of a teacher shall be in accordance with the provisions of Chapter 13 of Title 16 of the General Laws of Rhode Island, 1956, as amended.
  - K. Any change in the RIDE-approved evaluation instrument or evaluation process shall be mutually agreeable between the Bristol Warren Education Association and the Bristol Warren Regional School Committee.
  - L. Evaluation Process
    - a. Non-tenured teachers will be observed in classroom performance and be offered constructive feedback as to improvement in teacher performance, at least three (3) times per year, at reasonable intervals. Additional observations that may progress to an evaluation may be scheduled by the building principal and or his/her designee. There shall be a period of no less than two (2) weeks between each observation. At least one of the three evaluations will be announced.
      1. Goal Setting: Submitted and approved by the 30<sup>th</sup> instructional school day.
      2. Mid-Year Conference conducted before January 31<sup>st</sup>.
      3. All observations conducted (1 announced, 2 unannounced).\*
      4. Priority feedback should be targeted, timely, and specific, with clear and actionable feedback to enhance teacher practice.

5. Indication of a final effectiveness rating of Ineffective or Developing should be noted in priority feedback.

b. Tenured Teachers:

1. Goal Setting: Submitted and approved by the 30<sup>th</sup> instructional school day.

2. Mid-Year Conference: Completed by March 15<sup>th</sup>.

3. 2 Observations conducted (1 announced, 1 unannounced).\*

c. Tenured teachers receiving an Ineffective (1) or Developing (2) rating:

1. Mid-Year Conference for tenured teachers who may receive an Ineffective or Developing rating shall be conducted before February 15<sup>th</sup>.

2. Observations conducted (1 announced, 1 unannounced).\*

3. Priority feedback should be targeted, timely, and specific, with clear and actionable feedback to enhance teacher practice.

4. Indication of a final effectiveness rating of Ineffective or Developing should be noted in priority feedback.

d. Tenured teachers receiving an Effective (3) or Highly Effective (4) rating:

1. Mid-Year Conference for tenured teachers who may receive an Ineffective or Developing rating shall be conducted before February 15<sup>th</sup>.

2. Observations conducted (1 announced, 1 unannounced).\*

3. Priority feedback should be targeted, timely, and specific, with clear and actionable feedback to enhance teacher practice.

4. End of Year Conferences will start in May and be completed by June.

A third observation for tenured teachers will take place if requested by either party, whereby a mutual understanding regarding the intent of the additional observation is made clear and guidance and supports are offered to the educator on an agreed upon area of focus. The final effectiveness rating will be based on the two observations with the highest total combined domain scores.

M. Evaluation Appeals Process

1. Grounds for Appeal

A request for an Appeal Hearing may only be submitted by educators who received an aggregate rating of ineffective (1) or developing (2) at either the Mid-Year Conference or End-of-Year Conference. In addition, the Committee will hear appeals which fall into at least one of the following four (4) categories:

Failure to follow due process. An appeal may be filed based on documented evidence that the Educator Evaluation was not conducted within the general timeframes established by the district or the guidance published in the Rhode Island Model Teacher Evaluation and Support Handbook.

An educator with an aggregate rating of ineffective (1) or developing (2) rating: An appeal may be filed if an educator with an aggregate rating of ineffective (1) or developing (2) at either the Mid-Year Conference or End of Year Conference received insufficient constructive/ priority feedback. Priority/constructive feedback from an evaluator must be specific, measurable, actionable and aligned to targeted components in the Educator Evaluation System rubric. For example, if the educator received a 1 or 2 in Component 2d – Managing Student Behavior, the feedback should include specific, concrete recommendation, i.e. option to visit classroom of master teacher, establish daily rituals and routines, daily problem at opening of class while homework is being checked, reference to specific resources, websites etc.

Impasse: An appeal may be filed based on an impasse in the event that after multiple opportunities (meetings or communications) of which there is at least one (1) face-to-face post observation conference, the evaluator and educator cannot reach an agreement on the aggregate effectiveness rating. In the event an educator refuses to meet with his/her evaluator to discuss the priority feedback, said teacher is not eligible to file an appeal.

A contradictory outcome: An appeal may be filed if there is a discrepancy between very high Student Learning score and a very low Professional Practice and Professional Foundation score that results in a rating of Developing (D\*) on the Final Effectiveness Rating Matrix (RI Model Teacher Evaluation & Support System Edition II p. 58)

## 2. Evaluation Appeals Standing Committee Membership

- a. Three (3) BWEA representatives and one (1) alternate will be appointed by BWEA leadership from a pool of six (6) educators identified by BWEA leadership for representation.
- b. Three (3) Administrative representatives and one (1) alternate appointed by the Superintendent
- c. Any representative shall recuse himself/herself from the committee if that person is either the evaluator or educator directly involved in the Evaluation Appeal or the appeal involves a family member or relative. The BWEA Leadership or Superintendent will appoint an alternative representative as appropriate.
- d. Committee members will serve a term concurrent with the length of the contract.

## 3. Evaluation Appeals Standing Committee Group Operations

Appeal Hearings only pertain to aggregate Mid-Year and End of Year Ratings.

### Process:

Teachers choosing to appeal have 5 school days or one calendar week in the summer from the time they became aware of rating at the mid-year or end of year conference or

via teacher acknowledgement in the Educator Performance and Support System (EPSS) to commence the Appeals Process (*Steps A and B occur within 5 day period*)

- A. Prior to filing a formal appeal to the District Evaluation Committee, a teacher shall first submit a “pre-appeal conference request” form to the evaluator to discuss the case to resolve the matter.
- B. If there is no immediate resolution at the building level, the teacher will request a review of the appeal case by the Appeals Standing Committee. The teacher shall prepare, in writing, detailed facts that support his/her claim. Copies of the above shall be sent to the Evaluator, Building Principal, BWEA President, Superintendent of Schools, and Appeals Standing Committee.
  - 1) Educator will be notified of decision to proceed with the Appeal within five (5) school days or one calendar week in the summer from the time of said submission noted in Part B of this section.
  - 2) If the appeal meets the aforementioned criteria, an Appeals Hearing will take place within 5 school days or two (2) calendar weeks in the summer. The window for conducting the Appeals Hearing shall commence once the educator has been notified that a decision to proceed in the Appeals Process has been communicated.
  - 3) A good faith effort will be made by all parties to resolve the Appeal in a timely and efficient manner.
  - 4) The decision of the Appeals Committee shall be final and shall be rendered within 24 hours of the Appeals Hearing.
  - 5) If the Appeals Committee cannot reach a consensus, the Appeals Committee shall declare an impasse and shall refer the appeal to the Superintendent. The Superintendent shall convene an appeals hearing with representation from the educator and the all members of the Appeals Committee within 5 school days or one calendar week in the summer from the date of declared impasse. The Superintendent shall render his/her decision within 24 hours of hearing the appeal.
  - 6) After a decision is rendered by the Superintendent on cases at impasse, the educator may exercise his/her rights under Article 25, beginning at Level III.

#### District Evaluation Committee

A District Evaluation Committee shall be established to support the evaluation process by reviewing the effectiveness of the evaluation system, the validity and utility of the data produced by the system, the fairness, accuracy, and consistency of the decisions made, and the currency of the system. The Committee shall use this information to make recommendations for revisions to the system.

The District Evaluation Committee shall communicate data from the evaluation system to the district personnel responsible for strategic planning and professional development to work collaboratively towards a coherent approach to educator quality, professional development and continuous improvement.

The District Evaluation Committee shall interface with district leadership to assure the resources of time, financial support, and evaluation expertise are sufficient to maintain the quality of the evaluation system.

The District Evaluation Committee shall ensure that the district meets the RIDE's reporting requirements for the quality of the educator evaluation.

The District Evaluation Committee shall be comprised of a representation of teachers, support professionals, administrators and union representatives. Included in the District Evaluation Committee membership shall be a liaison to the community.

A representative and alternate from each school shall be appointed by the BWEA leadership for a term of 2 years. The District Evaluation Committee shall meet on a bi-monthly basis.

**ARTICLE 17**  
**SENIORITY, LAYOFF AND RECALL**

If there are no vacancies for educators whose positions have been eliminated due to declining enrollment or programmatic elimination/redesign, educators will be placed on a recall list according to their Certification alignment as defined in Article 19 Section A and Experience and Evaluation Score from the Matrix.

**Experience and Evaluation Matrix**

Experience		Evaluation						
Years of Service	pts	Professional Practice Raw (32 possible)	pts	Professional Foundation Raw (24 possible)	pts	Overall Rating Average	pts	
Teacher receives one point for every year of service		29-32 points	4			Highly effective	4	<b>TOTAL:</b>
		22-28 points	3	21-24 points	3	Effective	3	
		15-21 points	2	16-20 points	2	Developing	2	
		8-14 points	1	8-15 points	1	Ineffective	1	
<b>Experience:</b>		<b>Professional Practice total:</b>		<b>Professional Foundation total:</b>		<b>Overall Rating total:</b>		

1. If two or more educators receive the same Experience and Evaluation Score, the educator with the most district experience will be recalled. In the case of a tie, the educator with the most district experience will be recalled.

2. In the event that the RIDE evaluation process is eliminated, replaced, or modified in any way, (including, but not limited to the elimination of the domains, a change in the criteria of the domains, a change in the ratings used in the RIDE evaluation model etc.), the parties agree to reopen negotiations to address any impact.

A. **Seniority.** The placement of teachers employed before July 1, 1993 on the seniority list was determined using the following guidelines:

1. Date of appointment by official action of the Committee to a permanent position or Leave of Absence with no break in service.
2. In the event of a tie, the starting date of service shall determine seniority.
3. Starting date shall be defined as the first day of employment in a permanent position or leave of Absence with no break in service to which the individual has been appointed by official action of the Committee.
4. In the event that seniority cannot be determined as above, a lottery shall be employed to determine seniority. The lottery must be conducted by the Superintendent or his or her designee, a representative of the Association, the teachers affected, unless they waive their right to be present in writing, and a neutral witness.

The seniority of any teacher hired on or after July 1, 1993, shall be determined by the date of appointment by official action of the Committee to a permanent position (a true vacancy).

Time in service for the purpose of determining seniority will include any time the individual was appointed to a position held by a teacher on an officially granted leave of absence, provided that there is no break in service between said time and appointment to a permanent position by official action of the Committee.

In the event that seniority cannot be determined, the lottery procedure outlined above will be followed.

On or before November 15<sup>th</sup> of each year, the Committee shall publish a system wide seniority roster which will be posted in each school. The seniority list shall include: the teachers complete name, the date of entering service, and the date of appointment by the School Committee. If a teacher questions his or her position on the roster and it cannot be resolved informally, the dispute shall be referred to the grievance procedure.

Seniority shall accrue during active employment and during all authorized leaves of absence and periods of layoff.

Seniority shall terminate upon:

- a. Resignation.
- b. Discharge for cause.
- c. Failure to return to work upon expiration of a leave of absence.
- d. Refusal to accept recall pursuant to Paragraph C of this section.
- e. Failure to be recalled within a period of thirty-six calendar months from layoff.

## **B. Recall**

1. Any teacher laid off shall retain recall rights to twenty four (24) calendar months
2. The right to recall extends to a teaching vacancy in any area in which the laid off teacher is certified at the effective date of layoff. No new teacher may be hired for any vacancy until all teachers on layoff who have the right to such vacancy have been offered recall according to their Certification alignment as defined in Article 19 Section A and Experience and Evaluation Score from the Matrix.
3. When the School Committee intends to fill a position for which a laid off teacher is eligible, the Superintendent shall notify said teacher by certified mail, return receipt requested, at his or her last known address. The teacher will notify the Superintendent in writing of his or her intent to accept or reject the position within a period of fourteen (14) calendar days after receipt of notification. Any teacher who is on the recall list is responsible to keep a current address on file with the Superintendent's Office. Copies of all recall notices will be sent to the Association President.

4. Teachers shall not forfeit seniority standing by acceptance or refusal to accept a position of lesser or greater employment.
5. A teacher may elect or reject recall to a position if the position which he or she is offered is for a shorter duration than the length of his or her original appointment.
6. The provisions of this Article shall apply to part-time teachers as well as full-time teachers.



**ARTICLE 18**  
**PLACEMENT AND PROMOTIONS**

Assignments and transfers of any members of the teaching staff shall always be made so as to assure the best education for the children and the most efficient use of staff members.

**A. Promotional Positions Defined.** Promotional positions are defined as follows: positions paying a salary differential and/or positions on the administrator - supervisory level, including but not limited to, positions as principal, assistant principal, coordinator, department head, head teacher, team leader, dean, project director, position as specialists and/or special project teachers in programs funded by the federal government.

**B. Procedures for Filling Promotional Vacancies.** All vacancies in promotional positions or newly created positions shall be filled pursuant to the following procedures.

1. Where a vacancy in any promotional position in the Bristol Warren School System shall occur, the School Committee shall cause to be published a written notice of such vacancy within five (5) school days. The notice shall be delivered to all members of the Association via email. Should a vacancy occur between the end of one school year to the beginning of the next, a copy of the notice shall be mailed to each teacher qualified in that area. No vacancy shall be filled until notice of such vacancy shall have been posted, or have been mailed, for at least fifteen (15) calendar days. Teachers shall be notified of all vacancies expected for the following school year through the attendance sheet or the use of the mailbox system, by placement on the bulletin boards as vacancies are identified.
2. Teachers who desire to apply for a promotional position shall submit their application, in writing, to the Superintendent or his or her specified representative within the time limit specified in the notice.
3. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, color, religion, nationality, gender, or marital status.
4. Promotional positions in the bargaining unit will be filled on the basis of the most qualified candidate considering:
  - Experience appropriate to the position posting.
  - Educational degree(s) appropriate to the position posting.
  - Interview.
  - Seniority.
5. All applicants who meet the qualifications for a vacancy shall be interviewed and shall subsequently be notified, in writing, as to the status of their applications before the appointment is made.
6. Promotional position appointments shall automatically renew for additional one (1) year period unless written notice of non-renewal is provided to the teacher by the principal by March 1st.

### **C. Job Descriptions**

A complete job description, including qualifications, requirements, duties, salary, and other pertinent information, shall be set forth in notices of any vacancies. Job descriptions for promotional positions shall be included in the posting of the positions. Complete job descriptions for promotional positions shall be kept on file in each Principal's office, and at the office of the Superintendent, and shall be made available on request.

## ARTICLE 19 TRANSFERS

1. A vacancy shall be defined as the availability of a position caused by death, resignation, retirement, promotion, discharge or creation of a new position. In addition to the creation of an additional position, the creation of a new position shall also be defined as a change in the responsibilities of a position and/or a change in level and/or building
2. It is the goal of the BWEA, BWRSC and BWRSD administration to ensure the selection, hiring, and assignment of highly qualified and effective staff members who best meet the needs of the students. The parties acknowledge the following factors are important indicators for a successful transfer and assignment to a new teaching assignment:
  - Alignment to the position through criteria listed below
  - Demonstrated evidence of effective or highly effective evaluation rating
  - District experience
  - Clear expectation of school culture

If an educator wishes to transfer to a non-promotional vacancy in the Bristol Warren Regional School District, the educator must provide evidence of the criteria for Alignment and Evaluation through the following pathways, listed in order of consideration for the position:

### **Pathway I – Educator Meets Alignment and Evaluation Criteria**

1. Alignment – The educator must be aligned to one of the criteria below and has exercised this alignment within the last three (3) years:

Elementary general educator – Taught at grade span K-2 within the last three (3) years with the required certification or at grade span 3-5 within the last three (3) years with the required certification

Elementary special educator K-5 – Co-taught at grade span K-2 within the last three (3) years with the required certification or at grade span 3-5 within the last three (3) years with the required certification

Middle level educator – Taught in the same content area within the last three (3) years with required certification and middle school endorsement Ex. – 7-12 content certification with middle school endorsement

High school educator – Taught in same area of certification within the last three (3) years  
Secondary special educator 6-12 – Co-taught in content area within the last three (3) years with the required certification and, if appropriate, middle school endorsement

K-12 Educators – Taught in the same area of K-12 certification within the last three (3) years

2. Evaluation

Received Effective or Highly Effective rating in the RI Educator Evaluation System in the three (3) previous academic years prior to the current academic year

If the educator meets the criteria of Alignment and of Evaluation, the educator must complete the following steps to successfully transfer to the position posted:

1. The educator must participate in a meeting with the school administrator to which the position is assigned. This meeting will be scheduled by the school administrator and will occur within 72 hours of the closing of the position.
2. If the above criteria are met, the educator with the most district experience transfers to the position.

**Pathway 2 – Displaced Educators Aligned within Five (5) Years**

Providing a vacancy exists, all educators whose positions have been eliminated due to declining enrollment or program elimination/redesign may be considered for available vacant positions for which they are certified.

1. Alignment - The educator must demonstrate aforementioned alignment criteria exercised within five (5) years.
2. Evaluation – Received Effective or Highly Effective Final Effectiveness Rating in the RI Educator Evaluation System in the three (3) previous academic years.

If the educator meets the criteria of Alignment and of Evaluation, the educator must complete the following steps to successfully transfer to the position posted:

1. The educator must participate in a meeting with the school administrator to which the position is assigned. This meeting will be scheduled by the school administrator and will occur within 48 hours of the closing of the position.
2. If the above criteria are met, the educator with the most district experience transfers to the position.

**Pathway 3 – The Educator Does Not Meet the Alignment Criteria but Does Meet the Evaluation Criteria**

If the educator wants to transfer to a non-promotional vacancy but does not meet one of the criteria in Alignment but has demonstrated evidence of an Effective or Highly Effective rating in the RI Educator Evaluation System in the three (3) previous academic years prior to the current academic year, the educator must complete the following steps to successfully transfer to a new position:

1. The educator applies for the position via School Spring and participates in the district internal application process.
2. The educator participates in an interview with an interview team comprised of the school administrator and two (2) teachers (1 content teacher and 1 school leader).
3. The educator agrees to participate in a full evaluation cycle the first year of the transfer.
4. Pending a recommendation from the interview team with the approval of the administrator, the educator with the most district experience transfers to the position.

## **Job Posting Process**

After consultation with the BWEA leadership, BWRSD administration and Human Resource Director, the Human Resource Director will post positions on School Spring for no less than five (5) work days. Once a successful transfer has been achieved, the Human Resource Department will e-mail all certified employees that a second round of postings has been posted to School Spring. Rounds will be indicated in the subject line, e.g., Teaching Positions – Round 1 or Teaching Positions – Round 2, etc. Every attempt will be made to conclude all rounds no later than six (6) weeks after the first posting.

Once the educator accepts a position and signs the Transfer Agreement, the assignment is binding for the upcoming academic year.

Displacement/Reduction in Work Force

### **Pathway 4 – Displaced Educators Who Do Not Meet Alignment Criteria**

Providing a vacancy exists, all educators whose positions have been eliminated due to declining enrollment or program elimination/redesign but do not meet Alignment criteria and can provide evidence of Effective or High Effective final effectiveness rating in the RI Educator Evaluation System must complete the following steps to secure a vacancy to which they are certified:

1. Apply internally for a position via School Spring and participate in the district application process.
2. The educator participates in an interview with an interview team comprised of the school administrator and two (2) teachers (1 content teacher and 1 school leader).
3. Pending a recommendation from the interview team with the approval of the school administrator, the educator with the most district experience transfers to the position.

Upon agreement with the BWEA, the Superintendent may waive any alignment criteria if she/he concludes that a teacher will be effective in a new assignment. If the Superintendent and the BWEA do not come to agreement regarding a request to waive alignment, she/he shall indicate her/his reasons in writing with specificity for non-waiver and shall provide an explanation to the BWEA. A letter memorializing the Superintendent's decision will be included in the educator's file for granting a waiver of alignment or a non-waiver of alignment.

If there are no vacancies for educators whose positions have been eliminated due to declining enrollment or programmatic elimination/redesign, educators will be placed on a recall list according to their Evaluation, Experience, Alignment Score.

### **Layoff and Recall**

If there are no vacancies for educators whose positions have been eliminated due to declining enrollment or programmatic elimination/redesign, educators will be placed on a recall list according to their Certification alignment as defined in Article 19 Section A and Experience and Evaluation Score from the Matrix per Article 17.

## **Involuntary Transfers**

- A. When an eliminated position due to declining enrollment or programmatic elimination/redesign is restored within 24 calendar months of its elimination, a teacher who has been involuntary transferred as a result of such shall have the right of first refusal.
  
- B. Although the Committee and the Bristol Warren Education Association recognize that frequent transfers of teachers is disruptive to the educational process, they also recognize that some involuntary transfers of teachers are unavoidable, and that in making assignments in the Bristol Warren School System the intent and aspirations of teachers must be considered. Therefore, they agree to the following:
  - 1. An involuntary transfer shall be defined as a change in position that has not been mutually agreed upon by the teacher and administration.
  - 2. No teacher shall be transferred involuntarily without good cause.
  - 3. Written notice of involuntary transfer or reassignment shall be given to teachers no later than thirty (30) days before such reassignment.
  - 4. When involuntary transfer or reassignment is necessary, volunteers for such transfer or reassignment will be honored to the extent practicable.
  - 5. Any involuntary transfer or a reassignment of staff will be implemented only after consultation between the teacher involved and a representative of the administration, at which time the teacher will be notified of the reason thereof in writing. This notification will normally precede or coincide with the notice in "3" above.

A teacher's area of certification and length of service in the Bristol Warren School System will be considered in determining which teacher will be transferred or reassigned.

**Voluntary Transfers.** Nothing herein shall prevent a voluntary transfer that is mutually agreed upon between the Superintendent and the teacher involved.

**ARTICLE 20**  
**FAIR DISMISSAL POLICY**

- A. Notification of intention to suspend or discharge shall be given to the employee in writing and the reason for discharge or suspension stated therein. Such written notification shall be given to the employee at least thirty (30) calendar days prior to the date when said suspension or discharge shall take place, except in cases of extreme emergency. In cases where a teacher's contract is not going to be renewed for the succeeding year, the teacher shall be notified as required by applicable R.I. law.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, dismissed, deprived of any professional advantage, or given an adverse evaluation of his or her professional services, without reasonable and just cause.
- C. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he or she shall be reinstated with full reimbursement for all professional compensation lost.

**ARTICLE 21**  
**LEAVES OF ABSENCE**

Leaves of absence will be granted with full pay and benefits except when otherwise noted or where special pay provision is made. After a leave of absence and upon return to the Bristol Warren School System, the teacher shall be placed on the appropriate step of the salary schedule as though such teacher had not been on leave, and sick leave, accumulated prior to the leave shall be restored. The school administration can extend the scope of paid leaves of absence at its full discretion based upon whatever pertinent merit it considers as justification. The Committee shall not be obligated to accept a teacher returning from any type of extended leave before the expiration date of the leave which is granted.

All requests for extension or renewal of leaves will be applied for and granted or denied in writing.

**A. Military Leave**

1. Military leave will be granted, without pay, to any teacher who is inducted or enlists in the active military services of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he or she would have achieved if he or she had not taken such leave. Military leave is for one term of service but not to exceed the mandatory service obligation.
2. A military leave of up to fifteen (15) calendar days in any calendar year with equalization of pay or other benefits will be granted to any teacher who is a member of the National Guard or any other component of the military forces of the state or reserve forces of the United States and who is engaged with such organization or component in training or active service ordered by proper authority pursuant to law.

**B. Sabbatical leave**

Sabbatical leaves of absence are granted for professional improvement upon and for the term of this Agreement, solely at the discretion of the Superintendent. That limitation shall cease to be effective after August 31, 2014. Sabbatical leaves remain subject to the following conditions:

1. Request for sabbatical leaves of absence must be received by the Superintendent in writing in such form as may be required by the Superintendent not later than November 1 or April 1 of the year preceding the semester of the school year in which the sabbatical leave is requested except in the case of emergencies.
2. The teacher has completed at least six (6) consecutive full school years of service in the Bristol Warren School system for the first such request, and an additional six (6) consecutive full school years of service for each request thereafter.
3. The number of teachers on sabbatical at any one time will not exceed 1% of the total number of certified personnel in the Bristol Warren School system.
4. The length of the sabbatical year will be the same as defined in the teacher's employment contract.
5. Each individual who is granted a sabbatical leave must sign and fulfill a contract to return for



one (1) contract year of service to the Bristol Warren School system or reimburse the department for the amount of salary and benefits granted during the leave.

6. No fringe benefits as described in the contract shall be paid for, accumulated or extended to the teacher during the sabbatical term except medical and dental and the benefits expressly provided in this section.
7. Teachers on sabbatical leave will be paid at  $\frac{1}{2}$  annual salary for a full year's leave and  $\frac{1}{4}$  their annual salary for a half year's leave. Annual salary to include base, step increment, and longevity.
8. The Superintendent's recommendation will be considered. The School Committee will make the final decision on all sabbatical requests.
9. A sabbatical leave of absence may be extended without pay or increment for one additional year at the discretion of the School Committee.

C. **Educational Leave.** Educational leave to attend institutes and other educational pursuits may be granted at the discretion of the Superintendent for a period up to thirty days. Compensation for professional leaves of absence will be determined by the difference of the stipend received for the period and the applicant's professional salary. The per diem rate of professional salary will be 1/183.55 of the annual salary.

D. **Professional Leave.** A teacher on tenure will be granted a leave of absence without pay or paid benefits for up to two (2) years, for educational research, professional study, or to teach in an accredited college or university, upon the recommendation of the Superintendent and provided that notification of return or no return is made in writing to the Superintendent by February 1<sup>st</sup>. The teacher will be allowed to purchase benefits at the group rate of the school department.

E. **Association Leave.** The Committee agrees that up to three teachers designated by the Bristol Warren Education Association will, upon request, be granted a leave of absence for up to two years, without pay or increments or paid benefits, for the purpose of engaging in Association (state and national) activities. Upon return from such leave, a teacher will be considered as if he or she were actively employed by the Committee during the leave and will be placed on the salary schedule at the level he or she would have achieved if he or she had not been absent.

F. **Political Leave.** A teacher has the right to become a candidate for public office, and to serve in such office, unless there is a specific legal prohibition. Regularly appointed teachers will be granted a leave of absence for one term, without pay, in order to serve in public office. Upon return to the Bristol Warren School System, the teacher shall be restored to the step of the salary scale at which he or she was at the time such leave commenced.

G. **Personal Leave.** Three (3) days leave during each year must be granted upon notification to the concerned principal, for personal reasons. Such conversion must be requested in writing within 10 school days of the special observance day. Unused personal days shall not accumulate but will be credited to sick days at the end of the school year. Leave under this section shall not be taken immediately prior to, or following, vacations or holidays, except by the written approval of the Superintendent. Such approval shall not be unreasonably withheld.

H. **Annual Salary Defined.** Per diem compensation for long term leave under this Article shall be based

on 1/183.5 of the basic annual salary, including any increments for advanced study, but excluding any compensation for extracurricular or other voluntary activities.

**I. Bereavement Leave.**

1. Teachers are to be allowed a maximum of five (5) days leave, exclusive of weekends and National Holidays, for deaths in a teacher's family: parents, spouse, son or daughter, father-in-law, mother-in-law, grandparents, grandchildren, siblings, step-siblings, foster parents, daughters-in-law, sons-in-law, foster children, former guardians, and any other members of the same household.
2. In the case of the death of other relatives not covered in section 1, teachers shall be allowed two (2) days leave.

**J. Legal Obligation Leave**

1. A teacher called for jury duty shall, while serving as a juror, receive full salary and will reimburse to the school department the amount he or she receives for jury duty, minus meals and transportation allowances, if any.
2. Teachers shall be granted the time necessary for appearance in any legal proceeding connected with teacher employment or with the school system.

**K. Sick or Disability Leave**

1. Sick or Disability Leave

- a. Teachers will receive 17 days salary for absence due to illness or disability per year. Unused sick days will accumulate without limit. At the beginning of each school year each teacher will be credited with an advance of the full seventeen days of leave for that school year. In the event that the teacher's employment terminates during the year and at the time of such termination his or her sick leave account has been overdrawn, the final salary payment to the teacher will be reduced by the amount paid for such overdrawn sick leave days. For purposes of payment for unused sick days per Article 21 Section K.1.d, sick days will be earned on a prorated basis.
- b. All teachers shall be informed in writing of their accumulated sick days at the first payroll of the year.
  - c. A Major Illness or Disability Sick Leave Bank (hereafter referred to as the Sick Leave Bank) shall be established. A teacher may request aid from the Sick Leave Bank only when it is anticipated that his/her personal/sick leave will be depleted. It is advised that the teacher apply two weeks prior to the anticipated depletion of personal/sick leave. In the event an illness or injury begins in one school year and continues into the following school year, the teacher, upon returning to employment, will receive the three (3) personal days to which they are entitled pursuant to the CBA. The seventeen (17) sick days to which the teacher is normally entitled at the start of the school year shall be surrendered to the Sick Bank. In the event an illness or injury occurs during the summer and requires the use of Sick Bank time to begin the following school year, the

teacher, upon returning to work, will receive the three (3) personal days to which they are entitled. The seventeen (17) sick days to which the teacher is normally entitled at the start of the school year shall be surrendered to the Sick Bank.

- d. Certified staff retiring, or concluding service (not including termination for cause) with a minimum of ten years of service in the Bristol Warren Regional School System, will be reimbursed based on the following schedule:
  - (1) Certified staff retiring with up to ten (10) years of service experience in the Bristol Warren Regional School System (including time in Bristol and/or Warren prior to the regionalization) shall be reimbursed at the rate of thirty (\$30.00) per day
  - (2) Certified staff with Eleven (11) to Twenty (20) years of service in the Bristol Warren Regional School System (including time in Bristol and/or Warren prior to the regionalization) shall be reimbursed at the rate of Forty (\$40.00) per day.
  - (3) Certified staff with Twenty-one (21) or more years of service in the Bristol Warren Regional School System (including time in Bristol and/or Warren prior to the regionalization) shall be reimbursed at the rate of Fifty (\$50.00) per day.

Except for those teachers whose accrued sick leave exceeds 180 days as of September 1, 2011, the number of days for which teachers may be reimbursed shall be capped at 140 days.

Teachers whose accrued sick leave was in excess of 180 days as of September 1, 2011 remain eligible for reimbursement for their entire accrual as of September 1, 2011 upon retirement or conclusion of service in accordance with the rates set forth above.

The above limit applies only to days for which the teacher may be reimbursed. Accrual for utilization remains uncapped.

Examples:

- d. A teacher with 200 sick days accrued as of September 1, 2011, shall continue to accrue sick leave annually for utilization; however, his/her reimbursement shall be limited to 200 days.
- e. A teacher with 150 sick days accrued as of the end of the 2010-2011 school year, shall continue to accrue sick leave annually for utilization; resulting in a total accrual for the 2011-2012 school year of 167 sick days. Assuming no discharge of days during the 2011-2012 school year and, further assuming he/she accrues an additional 17 days at the start of the 2012-2013 school year for a total accrual of 184 days, his/her reimbursement will be limited to 167 days (the highest total reached during a year when reimbursable days were capped at 180).
- f. A teacher with 90 sick days accrued as of September 1, 2011, shall continue to accrue sick leave annually for utilization; however, his/her reimbursement shall be limited to 140 days.

Any member eligible for the above reimbursement may, in lieu of said reimbursement, donate any or all of their unused sick days to the Sick Bank Pool.

## L. Family Illness

- a. In the case of illness in the immediate family (husband, wife, son, daughter, parents, or other person in the immediate household) a teacher shall be allowed to use his or her annual sick or disability leave in accordance with Section K, Part 1a. At the discretion of the Superintendent, or his or her designee, a doctor's certificate may be required of teachers with respect to absence on family illness leave when said teacher is absent for five (5) or more consecutive days.
- b. A leave of absence of up to one year, without pay, will be granted for the purpose of caring for a sick member of the teacher's immediate family or household and such leave may be extended for one (1) year.

## M. Extended Leave

1. **Maternity Leave.** Leave which is taken due to pregnancy, miscarriage, abortion and/or childbirth shall be taken at the discretion of the teacher and her doctor. It shall be the responsibility of the teacher to submit a verification from her doctor as to when she should leave and return to her duties, giving thirty (30) days notice where feasible in either case. However, the teacher should give the approximate date of her return in the original request for such leave.

The teacher may utilize any and all accrued leave for a total of up to thirteen (13) weeks. The teacher shall be paid only to the extent of the number of leave days, which she has accumulated; any leave in excess of her accumulated leave days shall not be compensated.

In all other respects, the teacher shall have all the advantages and benefits of this contract, and upon returning, shall be restored to the position held at the time the leave commenced. The above leave time shall run concurrent with any state or federal family or parental leave requirements including, but not limited to, the Family Medical Leave Act.

2. **Parental Leave.** Parental leave without pay or increment of up to twenty-four (24) months for the care of children shall be granted to teachers upon application to the Superintendent. The teacher who elects to take parental leave must notify the Superintendent in writing at least thirty (30) days prior to the commencement of the leave. In his or her request for such leave, the teacher should state approximately what the length of leave shall be, i.e., 6 months, 1 year, 18 months. Returning teachers shall be restored to the position they held at the time such leave commenced. In the event that the position is being filled by an appointed full-time teacher, or a teacher appointed by the School Committee to teach for the full term of the leave of absence, an equivalent position will be made available to the teacher returning from leave. The returning teacher, however, will be restored to his or her original position at the start of the new school year. In no case shall any temporary and/or substitute teacher be retained in a position claimed by a teacher returning from such parental leave.
3. **Other Leave**
  - a. Teachers will be granted a leave of absence for up to one year without pay, increment or benefits provided that the following conditions are satisfied:

- (1) At least five years of full time teaching in the Bristol Warren Regional School District.
  - (2) The request for such leave must be received in writing by the Superintendent no later than August 1<sup>st</sup> for leave for the upcoming school year.
  - (3) Such leave is not to affect consecutive school years.
  - (4) Teachers may not take a leave of absence in order to accept paid employment with another school district.
- b. A leave of absence may be granted at any time with the approval of the Superintendent.
- c. A leave of absence may be extended with the approval of the Superintendent.

**N. Teacher Exchange Program**

1. The parties recognize that Teacher Exchange Programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports such programs and will authorize participation to the extent that it facilitates the best education possible for Bristol Warren students.
2. Teachers who wish to participate in the exchange program shall observe the following:
  - a. A written request shall be made to the principal and Superintendent for approval to apply.
  - b. The written approval of the School Committee will be considered binding, providing acceptable exchange replacement is found.
3. No more than one elementary teacher, one middle school teacher, and one secondary teacher per year shall be granted such leave.

- O. Purchase of Benefits While on Leave.** A leave without pay is considered to be a leave without benefits. If a leave is without pay, the teacher can purchase benefits at the group rate of the school district.

**ARTICLE 22**  
**POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, FEDERAL PROJECTS, AND**  
**EXTRA-CURRICULAR ACTIVITIES**

It is the goal of the Committee and the Association to fill each position with the most qualified individual.

- A. Openings for positions which are the subject of this Article shall be adequately publicized, which shall mean as a minimum that a notice shall be posted in each school at least seven days (7) days before the deadline for applications, except in cases of extreme emergency with the consultation of the President of the Association. Teachers who have applied for such positions will be notified in writing as to the status of their applications before the appointment is made.
- B. Positions covered by the Article will, to the extent possible, be filled by regularly appointed teachers in the Bristol Warren School System.
- C. In filling such positions, consideration will be given to the teachers' area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and years of service.
- D. Teachers participating in extra-curricular activities will do so on a strictly voluntary basis.
- E. Any member of the negotiating unit may submit to the administration, for its consideration, a proposal for a federal, state, or private grant.
- F. If a federal, state, or local project is functioning in one of the Bristol Warren Schools, a copy of the project will be provided to a Bristol Warren Education Association representative at the school.

**ARTICLE 23**  
**GENERAL**

- A. Despite references herein to the Committee, the Superintendent, and the Association as such, each reserves the right to appoint a designee or designees to act on their behalf.
- B. Any provisions in individual contracts for the period of this agreement which are inconsistent or in conflict with the terms of this contract shall be superseded by the terms of this agreement.
- C. In the event that any part or provision of this agreement is in conflict with any law or regulation having the effect of law, such law or regulation shall prevail so long as such conflict remains. In any such event all other provisions of this agreement shall continue in effect.
- D. The Association shall be assigned a place at all Committee meetings. The Committee will also provide the Association with the advance copy of the agenda for all School Committee meetings. (Excluding executive sessions.)
- E. When the Superintendent is preparing the school calendar for consideration by the Committee, he or she will invite the President of the Association, or his designee, to consult with him or her provided, however, and it is understood and agreed, that the school calendar shall be fixed by 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 school 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 the provisions of this agreement.
- G. The Association shall publish this agreement and distribute copies to all certified personnel who are affected thereby. The Committee shall be consulted thereon before final publication. One-half of the cost of printing will be borne by the Association and it is mutually agreed that the printing of the contract will be awarded to the lowest responsible bidder.
- H. Academic freedom shall be guaranteed to all teachers.
- I. At any time, during the term of this contract, items may be re-negotiated by mutual consent of the Committee and the Association.
- J. The School Committee agrees to publish along with the agreement as an appendix a listing of all extracurricular positions and their compensation. This listing shall contain athletic coaches and class advisors, but shall not be limited to these positions. Further, the Association agrees that this listing is not to imply that these positions are within the bargaining unit nor are they covered by the agreement.
- K. Use of the public address system on a school-wide basis in those schools having such a system will be restricted to five minutes before school starts and five minutes before school ends. The public address system will be used at other times only when necessary or said announcement concerns a large percentage of the school population.
- L. At the option of either the superintendent or the Association, and to facilitate communication and cooperation between the parties, the Superintendent and a representative of the Association shall meet and consult twice a month during the school year on matters of mutual concern or proposed policy

changes.

- M. Reimbursement for authorized use of teachers' automobiles to perform assigned school duties shall be made at the prevailing IRS rate per mile. All claims for travel reimbursement shall be submitted on forms provided by the Committee and reimbursement shall be made on a monthly basis.
- O. The School Committee will provide the Association with a job description for each position in the Bristol Warren Regional School District as soon as possible after execution of this Agreement. The Association will be advised in writing of any change or modification in a job description.



## **ARTICLE 24**

### **ADVISORY COMMITTEES**

#### **A. Superintendent's Advisory Committee**

In September of each year the faculty in each building shall select two (2) faculty members and the itinerants shall select one (1) member to meet with the Superintendent to discuss educational matters of concern to teachers.

The Superintendent will call meetings on a bimonthly basis. Recommendations of the Committee shall be advisory and shall not bind the Superintendent in making decisions.

#### **B. Faculty Advisory Committee**

The principal in each elementary and secondary school shall in September of each year establish a Faculty Advisory Committee from among interested members of the individual school staff.

The purpose of the Advisory Committee shall be to meet periodically with the principal to discuss educational matters of concern to the teachers and the principal relating to the respective schools provided that such meetings will not interfere with the educational activities of the building.

The Committee shall be organized on the following basis:

1. Elementary schools with less than twelve (12) teachers, three (3) teachers nominated by the faculty.
2. Elementary schools with twelve (12) or more teachers, five (5) teachers nominated by the faculty.
3. In the Kickemuit Middle and Mt. Hope High Schools the number of members on the Committee is not to exceed 10% of the number of staff members in the school.

These nominations shall be conducted annually as provided for above. Faculty Advisory Committees shall not be established unless the above specified numbers of teachers are nominated and have accepted.

The principal shall consider all recommendations of the Committee. The Committee shall be strictly advisory, and their position on any matter shall not bind the principal in making decisions.

The Committee shall keep the faculty informed regarding the Committee's deliberations on a bi-monthly basis. Principals shall make every effort to discuss with the Faculty Advisory Committee any change in policy prior to the presentation of this change to the entire faculty.

## **ARTICLE 25**

### **GRIEVANCE PROCEDURE**

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

#### **A. Definition**

1. Any dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist there under, or that a teacher has been treated inequitably by reason of an act or condition which is contrary to established School Committee policy shall be subject of a grievance and shall be processed in accordance with the procedure set forth hereinafter.
2. An "aggrieved person" is any person or group of persons from within the BWEA making a claim under this Article.
3. A "party in interest" is an aggrieved person, any person who might be required to take action or against whom action might be taken in order to resolve the claim, and the chairman of the Bristol Warren Education Association Grievance Committee or his or her designee.

#### **B. Purpose**

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

#### **C. Procedure**

If a grievance is based upon a specific act by the Superintendent or the School Committee, the grievance may be initiated at the level of the Superintendent in accordance with the procedure set forth in Section C, Level Two, below.

##### **SECTION 1**

##### **Level One**

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

### **Level Two**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days, or two calendar weeks in the summer, after presentation of the grievance, he or she may file the grievance in writing with the Chairperson of the Grievance committee, detailing the reasons therefor. Upon presentation of the grievance to the Superintendent, the Superintendent will grant a hearing to the aggrieved person and his or her representative within seven (7) school days, or two calendar weeks in the summer.

All grievances at Level Two and above will be handled by the Association.

### **Level Three**

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at level Two, or if no decision has been rendered within seven (7) school days, or two calendar weeks in the summer, after referral to the Superintendent, the Chairman of the Bristol Warren Education Association Grievance Committee will refer it to the School Committee provided such referral has been approved by the BWEA Grievance Committee.
- b. The School Committee will meet in executive session, or if the aggrieved so requests, in open session, no later than its next regularly scheduled meeting, whenever possible, but in no event shall it be later than the following regularly scheduled bi-monthly meeting . Any party of interest shall have the right to appear before the Committee and be heard. The Bristol Warren Education Association Grievance Committee must be represented at this meeting. The School Committee shall render a written disposition to the teacher, or his or her representative, detailing the reasons therefor, within seven (7) school days of the presentation, or two (2) calendar weeks in the summer.

### **Level Four**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, then within twenty (20) calendar days after the completion of Level Three, he or she may:

- a. pursue such method of review as may be established by law or regulation, or
- b. request that the Bristol Warren Education Association Grievance Committee submit the grievance for arbitration. If the Bristol Warren Education Association elects to submit the grievance for arbitration, the following procedure will be followed:
  1. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve, in accordance with the rules of the American Arbitration Association. If the parties are unable to agree upon a mutually acceptable arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.
- D. The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this Agreement, or which usurps the functions of the Committee or the proper exercise of its judgment and discretion under law or regulation having the effect of law. He or she shall not alter or modify any policy or action of the School Committee or the Superintendent which is consistent with the terms of this Agreement. The decisions of the

arbitrator, if made in accordance with the jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both sides will abide by it. The arbitrator will be bound by the AAA Voluntary Labor Arbitration Rules.

- E. Fees and necessary expenses of the arbitrator shall be borne equally by the Education Association and the Committee.
- F. By agreement of the parties, the Labor Relations Connection and its applicable rules may be substituted for the American Arbitration Association.

#### **SECTION 2**

Grievances concerning suspension and discharge must be filed within seven (7) school days of such action or within two calendar weeks in summer.

#### **SECTION 3**

Every attempt shall be made to schedule grievances during after-school hours. When it is necessary for an Association representative member of the Grievance Committee, or other representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during a school day, he or she shall, upon notice to his or her supervisor and/or principal and to the Superintendent, be released, without loss of pay, limited to three (3) periods per week in order to permit participation in the aforementioned activities.

#### **SECTION 4**

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

#### **SECTION 5**

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the official files of the participants.

#### **SECTION 6**

If a grievance other than those mentioned in Section 2, hereof, is not filed in writing within fifteen (15) school days after the aggrieved teacher becomes aware of the act or condition on which the grievance is based, then the grievance shall be deemed to be waived.

## **ARTICLE 26**

### **REOPENER**

During the term of the 2017-2020 Collective Bargaining Agreement between the Bristol Warren Regional School Committee (“Committee”) and the BWEA / NEARI (collectively the “Union”), the undersigned parties hereby agree as follows:

The Committee and the Union acknowledge that collaboration is a vital part of their relationship and a necessary component to the continued vitality of public education in the District. In view of the difficult financial times currently facing the State of Rhode Island, reductions to the amount of State education aid received by the towns of Bristol and Warren, funding from the Joint Finance Committee, and related reductions in teaching positions and/or programs is of significant concern to both parties. To this end both the Union and the Committee agree to take the following steps for the duration of the 2017-2020 Collective Bargaining Agreement:

- jointly lobby the Rhode Island General Assembly in an effort to obtain increased funding for local education; and
- otherwise support efforts to increase aid for public education, including but not limited to, creating a fair and equitable public education funding formula.

Furthermore, should the State education aid to Bristol and/or Warren, or funding from the Joint Finance Committee, be reduced during the term of the 2017-2020 Collective Bargaining Agreement, upon written request of either party, representatives of the Committee and Union agree to meet, negotiate, and implement mutually agreed-upon cost-saving measures in order to substantially reduce or eliminate the need for cuts to teaching positions and/or programs related to the reduction in aid or funding.

## APPENDIX A

### Salaries

Salary: For the school year 2017-2018, there shall be a 2.75% increase in salary. For the school year 2018-2019, there shall be a 2.6% increase in salary. For the school year 2019-2020, there shall be a 2.6% increase in salary.

<b>2017-2018</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+20</b>	<b>MA+30</b>	<b>CAGS</b>	<b>Doctorate</b>
Step 1	\$42,487	\$43,759	\$45,487	\$45,687	\$45,987	\$46,187	\$46,687
Step 2	\$45,676	\$46,948	\$48,676	\$48,876	\$49,176	\$49,376	\$49,876
Step 3	\$48,856	\$50,128	\$51,856	\$52,056	\$52,356	\$52,556	\$53,056
Step 4	\$52,150	\$53,422	\$55,150	\$55,350	\$55,650	\$55,850	\$56,350
Step 5	\$55,529	\$56,801	\$58,529	\$58,729	\$59,029	\$59,229	\$59,729
Step 6	\$59,025	\$60,297	\$62,025	\$62,225	\$62,525	\$62,725	\$63,225
Step 7	\$62,469	\$63,741	\$65,469	\$65,669	\$65,969	\$66,169	\$66,669
Step 8	\$65,918	\$67,190	\$68,918	\$69,118	\$69,418	\$69,618	\$70,118
Step 9	\$69,688	\$70,960	\$72,688	\$72,888	\$73,188	\$73,388	\$73,888
Step 10	\$73,465	\$74,737	\$76,465	\$76,665	\$76,965	\$77,165	\$77,665
Step 11	\$77,454	\$78,726	\$80,454	\$80,654	\$80,954	\$81,154	\$81,654
Step 12	\$81,667	\$82,939	\$84,667	\$84,867	\$85,167	\$85,367	\$85,867
<b>2018-2019</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+20</b>	<b>MA+30</b>	<b>CAGS</b>	<b>Doctorate</b>
Step 1	\$43,592	\$44,939	\$46,667	\$46,867	\$47,167	\$47,367	\$47,867
Step 2	\$46,864	\$48,211	\$49,939	\$50,139	\$50,439	\$50,639	\$51,139
Step 3	\$50,126	\$51,473	\$53,201	\$53,401	\$53,701	\$53,901	\$54,401
Step 4	\$53,506	\$54,853	\$56,581	\$56,781	\$57,081	\$57,281	\$57,781
Step 5	\$56,973	\$58,320	\$60,048	\$60,248	\$60,548	\$60,748	\$61,248
Step 6	\$60,559	\$61,906	\$63,634	\$63,834	\$64,134	\$64,334	\$64,834
Step 7	\$64,093	\$65,440	\$67,168	\$67,368	\$67,668	\$67,868	\$68,368
Step 8	\$67,632	\$68,979	\$70,707	\$70,907	\$71,207	\$71,407	\$71,907
Step 9	\$71,500	\$72,847	\$74,575	\$74,775	\$75,075	\$75,275	\$75,775
Step 10	\$75,375	\$76,722	\$78,450	\$78,650	\$78,950	\$79,150	\$79,650
Step 11	\$79,468	\$80,815	\$82,543	\$82,743	\$83,043	\$83,243	\$83,743
Step 12	\$83,790	\$85,137	\$86,865	\$87,065	\$87,365	\$87,565	\$88,065
<b>2019-2020</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+20</b>	<b>MA+30</b>	<b>CAGS</b>	<b>Doctorate</b>
Step 1	\$44,725	\$46,122	\$47,850	\$48,050	\$48,350	\$48,550	\$49,050
Step 2	\$48,083	\$49,480	\$51,208	\$51,408	\$51,708	\$51,908	\$52,408
Step 3	\$51,429	\$52,826	\$54,554	\$54,754	\$55,054	\$55,254	\$55,754
Step 4	\$54,897	\$56,294	\$58,022	\$58,222	\$58,522	\$58,722	\$59,222
Step 5	\$58,454	\$59,851	\$61,579	\$61,779	\$62,079	\$62,279	\$62,779
Step 6	\$62,134	\$63,531	\$65,259	\$65,459	\$65,759	\$65,959	\$66,459
Step 7	\$65,760	\$67,157	\$68,885	\$69,085	\$69,385	\$69,585	\$70,085
Step 8	\$69,391	\$70,788	\$72,516	\$72,716	\$73,016	\$73,216	\$73,716
Step 9	\$73,359	\$74,756	\$76,484	\$76,684	\$76,984	\$77,184	\$77,684
Step 10	\$77,335	\$78,732	\$80,460	\$80,660	\$80,960	\$81,160	\$81,660
Step 11	\$81,534	\$82,931	\$84,659	\$84,859	\$85,159	\$85,359	\$85,859
Step 12	\$85,969	\$87,366	\$89,094	\$89,294	\$89,594	\$89,794	\$90,294

Salary Amounts  
Degree Compensation Lanes

Degree Lanes

	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>
BA +30 *	\$1272	\$1347	\$1397
MA	\$3000	\$3075	\$3125
MA +20	\$3200	\$3275	\$3325
MA + 30	\$3500	\$3575	\$3625
CAGS	\$3700	\$3775	\$3825
Doctorate	\$4200	\$4275	\$4325
National Board Certification <sup>[1]</sup>	\$3200	\$3275	\$3325

Longevity

School Year	After 15 Years of Service	After 20 Years of Service	After 25 Years of Service
	\$850	\$1400	\$1950

<sup>1</sup> There is no progression to this lane category. Current employees who receive this stipend will continue to do so. The Degree Lane for National Board Certification is paid in addition to any other Degree Lane stipend to which the teacher may be entitled. Effective 9/1/2011, the degree lane for National Board Certification shall be extended to include specialists who earn national certification within their respective disciplines.

Teachers who, effective September 1, 2011, have reached any of the above plateaus shall continue to receive the specified longevity payment. Teachers who have yet to reach any of the above plateaus shall upon reaching the next plateau, receive the compensation indicated below:

School Year	After 20 Years of Service	After 25 Years of Service
	\$1000	\$1500

**Professional Stipends:**

Professional Development.....	\$31/hr.
Middle Level Curriculum Coordinator.....	\$6,000.00 each per school year
MHHS Department Chair.....	\$6,000.00 each per school year
MHHS Teacher Leader.....	\$4,000.00 each per school year
Elementary Head School Teacher.....	\$1,350.00 each per school year
Curriculum Work.....	\$31/hr.
<sup>1</sup> Teaching Work .....	\$31/hr.

<sup>1</sup> Teaching Work is any work with direct student contact.

## **APPENDIX B**

### **BENEFITS**

Health Insurance: As provided in Article 6

Life Insurance Coverage: \$50,000

Employees may purchase, at their own expense, additional life insurance.

Retirees will have the right to purchase insurance coverage as provided in Rhode Island law.

Tuition Aid: \$1000

Total Tuition Aid to BWEA members will be capped at \$25,000 for any school year. It shall be allotted in alignment with the District fiscal year (July 1 through June 30) as follows:

Summer Courses \$10,000

Fall Courses \$7,500

Spring Courses \$7,500



## APPENDIX C

### SICK LEAVE BANK GUIDELINES

The Sick Leave Bank shall be administered by a committee of three (3) BWEA members. Said members shall be appointed by the BWEA Co-Presidents with the approval of the Representative Council.

Decisions of the Sick Leave Bank Committee shall be final and binding and not subject to appeal or the grievance and arbitration procedure.

1. Upon signing this Memorandum of Agreement, each teacher shall make a contribution of one (1) day to the Sick Leave Bank.
2. The Sick Leave Pool shall carry over days remaining at the end of one contractual year to the next contractual year and will continue for the term of this Contract.
3. In the event that the pool is in excess of 1500 days at the start of each school year, all professional personnel who have donated the previous year shall be automatically covered without the need of contributing another day. Annual contributions will be reinstated when the minimum level of two hundred (200) days is reached and continued until the 1500 day maximum is reached. New teachers are required to join the pool and will contribute one day when hired.
4. In the event that, during the school year, the Sick Leave Pool is reduced below two hundred (200) days, all professional personnel must immediately donate one (1) day each to continue the coverage.
5. A member may apply to the Sick Leave Bank for extended sick leave due to prolonged major illness or accident. Prolonged major illness or accident shall be defined as absence due to a serious or dangerous sickness, disease, or accident documented by adequate medical evidence as required by the Sick Leave Bank Committee. Elective surgeries and procedures that are not urgent in nature do not qualify. Qualifies reasons for absence must be deemed urgent and immediate. Every effort should be made to have elective surgery during a teacher's vacation time. The committee retains the right to deny a member's application of sick bank days due to elective surgery or a procedure that has not been indicated as urgent and necessary by a medical professional.
6. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher may be up to a maximum of sixty (60) school days for any one (1) prolonged illness, injury, surgery.

The committee reserves the right to disperse awarded days to conform to the applicant's scheduling needs (i.e. an applicant asks for flex time so he or she can continue to work while receiving treatment).

Reapplication can be made at the end of the initial grant for subsequent grants of up to forty (40) days. In the event that a teacher receives sick leave from the Bank which extends to the end of a school year, such teacher must reapply to the Bank for the ensuing school year in order to be considered for any additional benefits.

The maximum grant for any one (1) illness or accident, as defined herein, shall not exceed one hundred eighty (180) school days.

7. Teachers requesting a grant (initial or additional) from the Sick Leave Bank must do so in writing. Any teacher requesting a leave from the Sick Leave Bank must provide, at his or her expense, medical documentation from his/her physician concerning diagnosis, course of treatment, prognosis, and, if known, the anticipated date of return to work.
8. For initial or additional Sick Leave Bank coverage, and to maintain confidentiality, the member is requested to send only one (1) copy of the information listed in the application at the end of these guidelines to the Sick Leave Bank Chairperson. Further, the member is required to inform the BWEA Presidents, and the Superintendent or designee, in writing, that she/he is requesting time from the Bank and that she/he will be out of work due to medical reasons.
9. The Sick Leave Bank Committee reserves the right to require a complete examination (second opinion) of the teacher by a physician recommended by the Sick Leave Bank Committee.
10. Do not apply for Sick Leave Bank benefits if you intend to apply for Worker's Compensation Insurance (Article 15 A. 6). You cannot be paid from both the Sick Leave Bank and Workers' Compensation.
11. Any teacher, who is a member of the Sick Leave Pool and experiences a major illness or accident as defined above, but does not have accumulated personal sick time available, may be granted Sick Leave Bank benefits by a majority vote of the Sick Leave Bank Committee.
12. Application to the Sick Leave Bank Committee:
  - a. The teacher must send a written request to the Sick Leave Bank Committee, Attention: Sick Leave Bank Committee Chairperson.
  - b. This application to the Committee must be accompanied by a comprehensive medical report from the physician stating why the teacher is not able to work and needs to include:
    - i. Medical condition/diagnosis
    - ii. Treatment plan
    - iii. Prognosis
    - iv. Expected date of return to work, if known

It is the teacher's responsibility to request and obtain this medical information from their physician.

  - c. The items in a. and b. must be sent to the Sick Leave Bank Committee each time the member either initially applies or reapplies for days.
13. In the event that the terms contained in this Appendix, Sick Leave Bank Guidelines, conflict with the terms contained in Article 21. K, Sick or Disability Leave, the terms and conditions of Article 21. K, Sick or Disability Leave, shall prevail.

**QUICK REFERENCE**

This Quick Reference is intended to be a helpful guide to terms, only, and is not a part of the ratified agreement.

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## **Grievance Checklist:**

**If you believe your contract has been violated, help your Union Representatives protect your rights by using this checklist.**

- ✓ **What is the violation?**
- ✓ **When did it first occur?**
- ✓ **Is it a one-time problem or is it a continuing problem?**
- ✓ **Is the problem occurring with others? If so, whom?**
  
- ✓ **Were you disciplined? If so, how? When? Where?**
- ✓ **Were you accused of breaking a rule or a policy?**
- ✓ **Had you been made aware of the rule or policy?**
  
- ✓ **Are there witnesses to this event? Who are they?**
- ✓ **Are there documents (letters, memos, class rosters, pay stubs, job postings) relevant to this matter that would assist the Union Representative in the grievance process?**
  
- ✓ **Was management made aware of the problem?**
- ✓ **Did they correct the problem?**
- ✓ **Did they respond? If so, how?**

## **Important Notes:**

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**Grievance machinery under a collective bargaining agreement is at the very heart of the system of industrial self-government.**

**Justice William O. Douglas (1898-1980), longest serving justice on the U.S. Supreme Court (1939-1975) 1960**