

AGREEMENT

**Between
THE BARRINGTON
SCHOOL COMMITTEE**

A n d

NEA BARRINGTON

Covering the period

September 1, 2013

To

August 31, 2016

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PREAMBLE

This Agreement is made and entered upon this 1st day of September, 2013, by and between the Barrington School Committee (hereinafter called the "School Committee") and the NEA Barrington (hereinafter called the "NEAB") affiliated with the National Education Association Rhode Island/NEA (hereinafter called NEARI).

ARTICLE 1
GENERAL

SECTION 1. This Agreement is negotiated under Chapter 9.3 of Title 28 of the General Laws entitled "Labor and Labor Relations" of the Rhode Island General Assembly 1966 Session, in order (a) to fix for its term the salaries and other conditions of employment provided herein, and (b) to encourage and abet effective and harmonious working relationships between the School Committee and the NEAB and the professional staff in order that the cause of public education may best be served in Barrington.

SECTION 2. To this end, the School Committee and the NEAB recognize the importance of orderly, just, and expeditious resolution of issues which may arise as the result of those provisions of this Agreement dealing with salaries and conditions of employment, and accordingly agree herein upon a grievance procedure for the effective processing of such disputes.

SECTION 3. The School Committee and the NEAB accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill, subject to the ability of the respective parties, financial and otherwise, to perform under governing law.

SECTION 4. Subject to the provisions of Chapter 9.3 of Title 28 of the General Laws, as the same may be amended, the School Committee agrees not to negotiate with any teachers' organization other than the NEAB for the duration of this Agreement.

SECTION 5. Despite reference herein to the School Committee or the NEAB 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 to the other, upon request, satisfactory evidence (such as official minutes or certification of resolutions) of authority so to act.

SECTION 6. This Agreement shall become effective on the first day of September, 2013, and remain in effect for a period of three years, ending on August 31, 2016.

SECTION 7. Subject to the provisions of this Agreement, the School Committee and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the School Department and its professional staff under governing laws. In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the School Committee, the decision of the School Committee shall be final and binding.

SECTION 8. Definitions;

8.1 It shall be understood by the School Committee and the NEAB that whenever the pronoun "him" (or any other gender pronoun) is used, it shall mean all teachers, whether male or female.

8.2 It shall be understood by the School Committee and the NEAB that unless stated "days" shall mean teacher work days.

SECTION 9. The School Committee shall not discriminate in any way against any teacher by reason of his membership in or participation in the activities of the NEAB or his exercise of rights granted under this Agreement.

SECTION 10. No teacher will engage in activities on behalf of the NEAB during the school day, which will interfere with the proper performance of his duties.

SECTION 11. The parties recognize that strikes by teachers are contrary to public policy and subscribe to the principle that differences should be resolved by peaceful means.

SECTION 12. To better enable teachers to perform their professional responsibilities, the School Committee has established a teachers' aide program. The major purpose of the teacher aide program should be to provide helpers in the school situation, and so to aid teachers in providing better instruction and to assist professionals in their nonprofessional tasks. The purpose is not to relieve teachers of instruction responsibilities.

SECTION 13. The NEAB will be provided with a copy of the public agenda and minutes of official School Committee meetings.

SECTION 14. The School Committee shall furnish the NEAB with a copy of the Committee's policy handbook, and shall make the same available to any teacher upon request.

SECTION 15. The School Committee has always recognized the importance of class size to both students and teachers. No regular academic class shall contain more than four (4) students with active IEP's, which require more than speech or monitor consultation services without appropriate support.

SECTION 16. The Committee shall forward to the Association President copies of any health or safety reports (pertinent to teachers) made to or received from OSHA, or other regulatory agencies.

SECTION 17. The School Committee and the Association agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the schools. The School Committee acknowledges that where activities of the foregoing nature are at variance with the terms of this Agreement, Association consent must be sought and obtained.

SECTION 18. NEA-Barrington and the Barrington School Committee recognize that Professional Learning Community (PLC) is an integral part of Barrington Public School's culture and serves as a collaborative systemic process that enhances education for all students. The Administration recognizes, respects, and encourages the professionalism and accomplishments of its teachers by supporting an environment which creates leadership pathways.

ARTICLE 2 **RECOGNITION**

SECTION 1. On September 22, 1966, a secret ballot election was conducted among professional employees of the School Committee in the Unit described in Section 2 below to determine which, if any, teacher organization they wished to have represent them in negotiations with the School Committee, and the NEAB was duly elected as the representative of the employees in the Unit. In these circumstances the School Committee has determined that the provisions of Chapter 9.3 of Title 28 of the General Laws entitled "Labor and Labor Relations" will properly be effectuated by entering into this Agreement with the NEAB as the exclusive representative of the employees in the Unit.

SECTION 2. Subject to and in accordance with the provisions of Chapter 9.3 of Title 28 of the General Laws entitled "Labor and

Labor Relations", the School Committee recognizes the NEAB as the exclusive representative of all certified professional personnel (hereinafter generally called "teachers") other than temporary substitutes, below the rank of assistant principal, employed and engaged as certified teaching personnel engaged in teaching duties.

SECTION 3. The NEAB agrees to represent equally in contract negotiations all teachers without regard to membership or participation in, or association with the activities of the NEAB or any other employees organization, and to continue to admit teachers to membership without qualification other than payment of dues and employment in the Barrington School System.

ARTICLE 3
PAYROLL DEDUCTION PLAN

SECTION 1. It is recognized that the negotiation and administration of this Agreement entails expenses, which are appropriately shared by all teachers who are beneficiaries of said Agreement. To this end, all teachers will, as a condition of employment, authorize a deduction from their pay of a sum not to exceed the dues for the NEAB, NEARI and NEA. Deductions shall be made in twenty equal installments to be deducted from each salary installment due under Article 24, commencing with the first salary installment.

SECTION 2. Direct deposit of teacher paychecks is available upon request.

ARTICLE 4
RETIREMENT & RESIGNATION

SECTION 1. Upon retirement¹, and not resignation, from the Barrington school system, teachers that submit their letter of retirement no later than April 15th in the year they intend to retire, shall be entitled to health insurance coverage (not including dental coverage) offered to active employees by the Agreement then in effect on the following terms and conditions. Those who submit their letter after April 15th shall forfeit that year of retiree medical coverage: (MOA dated 3-6-2014)

¹ Retirement is defined as terminating the employment relationship with the District by retiring (as opposed to termination for any other reason), applying for and receiving pension benefits from the Employees' Retirement System of Rhode Island for teachers.

1.1 Teachers hired before July 1, 1994 and actively employed in the system on that date who have 25 years of continuous service at the time of retirement: individual coverage for seven consecutive years or until the employee is eligible to participate in federally subsidized healthcare program including Medicare, whichever comes first, at no cost to the retiree.

1.2 Teachers hired before July 1, 1994 and actively employed in the system on that date who have more than ten but less than twenty-five years of continuous service at the time of retirement: individual coverage for five consecutive years or until the employee is eligible to participate in federally subsidized healthcare program including Medicare, whichever comes first, at no cost to the retiree.

1.3 Teachers hired after July 1, 1994, but before May 1, 2013, shall have the same rights to post-retirement coverage as teachers covered by 1.1 or 1.2 above, on the same terms and conditions, except:

a) that he/she shall be required to make whatever contribution to the cost thereof he/she was required to make immediately prior to retirement, and

b) the health insurance plan shall change from time to time as amended or changed by present or future collective bargaining agreements.

1.4 For the purposes of this section, continuous service shall not be broken by:

a) absence from the District based on any contractual or statutory right to a leave of absence, or

b) termination of employment as a result of a layoff for financial reasons or reduction in force followed by rehire within a two-year period.

1.5 Continuous service shall be broken by: retirement, resignation, and termination for cause (other than as specified in Section 1.4(b) above).

1.6 Retiree health insurance benefit calculation will begin using the most recent date of hire as a teacher or other position covered by this Agreement and actual years worked in Barrington from that date.

SECTION 2. If legislation is enacted after April 1 of any school year which would induce a teacher to retire, the April 1 deadline will be extended for that teacher for a period up to ten (10) days after the law is approved or permitted to become law by the Governor, provided that the retirement is effective prior to June 30 of the then current fiscal year.

SECTION 3. Teachers who have been notified of nonrenewal or suspension for decrease in pupil population may, at any time between notice of nonrenewal or suspension and June 1 of the year notice is given, elect to resign or retire with the benefits provided by this Article or elect to be placed on the recall list as provided in Article 21 hereof. Teachers who elect to be placed on the recall list may not, while on layoff, obtain the benefits of this Article by resignation or retirement, nor may teachers who are suspended or discharged for cause.

ARTICLE 5
PREPARATION/NONTEACHING PERIODS

SECTION 1. Teachers shall, in addition to their lunch period, have one preparation/non-teaching period per day. Any scheduled preparation/non-teaching periods which are preempted by closure for holidays, vacations, emergencies, late openings, in-service staff development or other release time activities shall be waived.

SECTION 2. Preparation/non-teaching periods shall be primarily and normally used for the purpose of, but not limited to, preparing lesson plans or materials, correcting papers, conferring with students, parents, colleagues, administering, or performing other professional activities of the teacher's choosing.

SECTION 3. Teachers at the Middle School and the High School shall not be assigned more than twenty-five (25) teaching periods and up to five (5) administrative periods per week.

SECTION 4. A class schedule for all secondary school teachers shall be posted within each respective secondary school.

SECTION 5. Whenever possible, IEP conferences will not be scheduled to occur during a teacher's unassigned period.

SECTION 6. Teachers may be required to attend a maximum of ten (10) faculty meetings per year, which will normally have a maximum duration of one (1) hour. Such faculty meetings shall be scheduled to commence at the end of the students' school day. Adequate notice and an agenda should be provided for faculty meetings.

SECTION 7. If common planning time is provided, teachers will meet for forty-five (45) minutes twice per month. Teachers may choose to meet after school rather than during the common planning period. The

purpose of the meetings shall be for common planning.

SECTION 8. Teachers who are requested and agree to attend inservice training after their work day shall be compensated at the curriculum rate as set forth in Appendix B.

SECTION 9. A teacher will notify the school office whenever he or she leaves the building during the school day.

ARTICLE 6
MILITARY DUTY

SECTION 1. Reserve Duty

1.1 Should a teacher be called for military reserve service on dates not chosen by him, during the school year, he shall be paid the difference between his teaching salary and the base military pay received by him for such service performed on school days, provided that the base military pay is less than the teaching salary for the days in question.

1.2 Military reserve service shall be defined as a situation in which a person is called for limited reserve service not to exceed thirty (30) days.

1.3 Evidence of base military pay received for service performed on school days will have to be submitted to the Superintendent of Schools before the adjustment is made in salary. The teacher's salary will continue while he is in military reserve service with an adjustment in salary to be made in the final payroll check of the school year.

SECTION 2. Active Duty

2.1 Any member of the professional staff going into the military service shall automatically be granted a leave of absence and shall be given credit on the salary schedule for the amount of time spent in military service.

ARTICLE 7
TUITION AID

SECTION 1. All teachers who have completed one year of employment shall be eligible for tuition aid subject to the conditions and procedures set forth in this Article.

1.1 Applications for aid must be filed on or before the deadlines set forth in Section 3 and

- a) The applicant must be enrolled and accepted in a graduate program relating to the profession of education (in a college) which has been approved by the Superintendent or;
 - b) If the applicant is not enrolled in a graduate program leading to a degree, each course must be approved by the Superintendent in advance.
- 1.2 To receive tuition aid for courses approved as aforesaid, a teacher must successfully complete the course for credit. In graded courses he or she must pass with a grade of B- (or its numerical equivalent) or better.
- 1.3 Must provide the Superintendent with proof of acceptance and participation in an approved course of study, certified information indicating date of completion, grade received and credits allowed, and proof of payment for the course taken.

SECTION 2. Tuition aid will be in an amount equal to 80% of the cost of courses approved as aforesaid, less financial aid available from any other sources, provided, however, that such aid shall be limited to a maximum of \$650 per course and a fiscal year maximum of \$2,600 per individual.

SECTION 3. Tuition aid shall not exceed \$50,000 in the aggregate for the School Year. Applications for tuition aid for first semester courses must be received no later than August 15, for second semester courses by December 15, and for summer courses by May 15.

SECTION 4. Tuition shall be allocated as follows: First semester courses \$14,000, second semester courses \$14,000 plus any unused portion from previous semester, summer courses \$22,000 plus any unused portion from previous semester.

SECTION 5. Applications for reimbursement received as of each of the application deadlines specified in Section 3 shall be approved based on the following rotation:

*Priority	Rotation						
	First	Second	Third	Fourth	Fifth	Sixth	Seventh
1	All	All	All	All	All	All	All
2	First	Second	Third	Fourth	Fifth	Sixth	Seventh
3	None	First	Second	Third	Fourth	Fifth	Sixth

***Priorities**

1. Courses taken to fulfill State mandates for continued certification
2. Courses taken for advanced degrees in teaching field and leadership pathways consistent with District's strategic plan
3. Other professional education courses for self-improvement.

SECTION 6. A classroom teacher who receives certification, or obtains renewal of certification, from the National Board for Professional Teaching Standards (NBPTS) shall be reimbursed in an amount equal to 50% of the application fee less financial aid from any other sources.

SECTION 7. No teacher who has received notice of suspension or nonrenewal shall be eligible for tuition aid except for courses for which application was made and approved prior to such notice.

ARTICLE 8
LENGTH OF SCHOOL YEAR - DAY

SECTION 1. The starting and dismissal time for students will be established by the School Committee.

SECTION 2. The full-time teacher's workday shall be seven (7) hours, to run consecutively. Part-time teachers may, at their option, accept non-consecutive schedules.

SECTION 3. Teachers may be required to report to school no more than 10 minutes in advance of the beginning of the students' official school day to receive incoming students in the classroom (or, in the case of secondary school teachers, in the corridor). A teacher's workday shall begin at the time he or she is required to report as aforesaid. Teachers shall be required to remain after the close of their work day as long as is reasonably necessary to fulfill their obligations relating to special help for students, parent conferences, faculty meetings and such other duties as may be assigned by the principals.

SECTION 4. The minimum instructional time in all schools shall conform to the standards as prescribed by state regulations.

SECTION 5. The work year for teachers shall be 187 workdays of which 180 shall be pupil attendance. The day before pupil attendance and the remaining days shall be for the purposes of curriculum/staff development and/or parent conferences as provided in Section 12. The school committee except for the work days immediately prior to or following the school year shall not require teacher attendance for the purpose of curriculum/staff development and/or parent conferences during school vacation periods.

SECTION 6. Teachers required by law to work longer than the school year as defined herein shall be paid 1/187 of their annual salary (not including Appendix B and C stipends) for each day in addition to the normal school year.

SECTION 7. Teachers who agree on request to work days in addition to the school year shall be paid at the curriculum rate as set forth in Appendix B.

SECTION 8. Guidance Counselors required to work days in addition to the school year shall receive the hourly rates specified in Appendix B.

SECTION 9. A part-time classroom teacher's annual salary shall be $16 \frac{2}{3}\%$ of annual salary for the appropriate step for every 275 minutes of classroom time per week to which the teacher is assigned. A part-time specialist's annual salary shall be calculated by dividing the total minutes assigned per week by 2,000 minutes times the appropriate step.

Below is an example of a FTE calculation: Part-time elementary and middle school teacher's annual salary shall be $16 \frac{2}{3}\%$ of annual salary for the appropriate step for each $3 \frac{3}{4}$ hours of classroom time per week to which the teacher is assigned ($3 \frac{3}{4} \times 60 \text{ min} = 225$). A teacher assigned 24 classes with an average time of 40-41 min per, totals 976 minutes per week. Calculation: $976/225 \times 16.67\% = .72 \text{ FTE}$. High School teachers are calculated based on the number of classes assigned. Each class is equivalent to .20. A teacher assigned to 3 classes, their FTE would be .60 ($.20 \times 3$).

SECTION 10. When preparing the school calendar for the ensuing school year, or where an adopted calendar is modified (excluding routine inclement weather days) the Superintendent shall meet with the Association President for consultation on the calendar.

SECTION 11. The Friday before Labor Day for contractual purposes shall be considered a vacation day when the school year begins prior to Labor Day.

SECTION 12. Teachers shall be available for parent conferences throughout the work year. In addition, Grades 1 through 3 teachers shall be given a full release day at the conclusion in each of the first and third quarters, Grade 4 and 5 shall be given a full release day at the conclusion of the first quarter. Kindergarten teachers shall be given one such full release day during the first trimester. On each such day teachers shall be available for conferences until 4:30 p.m. If the district decides not to hold parent conferences, no early-release day or after school conferences will be scheduled.

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 1. Definition

A grievance is any claim, complaint or dispute arising out of the interpretation or application of the terms of this Agreement; or any claim that discipline was not for just cause; or any dispute that the School Committee policies, rules and regulations conflict with any of the terms of this Agreement. Grievances may be initiated by individual teachers or by the NEAB on behalf of a group of teachers as provided in Section 3. No individual bargaining unit member can pursue a grievance, other than the informal, verbal grievance referred to in Step 1 (paragraph 2.1), without the express written consent of the Association. The Association shall signify its consent to pursuit of the grievance by having the President or grievance chair sign the written grievance document. If at any step of the grievance process where a written grievance is required and no Association signature appears, the grievance is deemed null and void and the Committee has no obligation to act on it.

SECTION 2. Grievance Procedure

The following procedure shall apply for the presentation and disposition of all grievances.

2.1 Step 1: A teacher shall first discuss the grievance informally with his principal. If the issue is not resolved during informal discussion it may be presented to the principal as a formal grievance in writing. Within ten (10) days of presentation of a written grievance, the principal will answer it in writing.

2.2 Step 2: If the teacher is not satisfied with the disposition of his grievance at Step 1, or if no decision has been rendered within ten (10) calendar days after formal presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools within ten (10) days of the receipt of the decision of the principal or within ten (10) days of the

expiration of the time provided for the rendering of a decision by the principal in Step 1 if no decision has been rendered. The Superintendent of Schools shall meet with the aggrieved teacher within ten (10) days after the receipt of the written grievance. If the grievance cannot be amicably resolved, the Superintendent of Schools will render a decision in writing within ten (10) days of the first meeting with the aggrieved teacher unless mutually agreed to extend for a specific period of time.

2.3 Step 3: If the aggrieved teacher is not satisfied with the disposition of his grievance at Step 2, or if no disposition has been rendered within the time prescribed in Step 2, he may file the grievance in writing with the School Committee within ten (10) days of the receipt of the decision of the Superintendent of Schools or within ten (10) days of the expiration of the time provided for the rendering of a decision by the Superintendent of Schools in Step 2, if no decision has been rendered. The teacher shall have the right to appear before the School Committee within ten (10) days of the filing of his grievance with the said School Committee. The School Committee shall render a decision in writing within twenty (20) days from the hearing of the grievance with the School Committee.

2.4 Step 4: If the NEAB is not satisfied with the disposition of the grievance at Step 3, or if no decision is rendered within twenty (20) days from the hearing of the grievance with the School Committee, NEAB may appeal the decision of the Committee or its lack of action directly to arbitration, which shall be binding.

All submissions to arbitration must be made within thirty (30) days of the School Committee's decision, or lack thereof. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association.

SECTION 3. If a grievance affects a group or class of teachers in more than one building, the NEAB, through a representative or a committee, may submit such grievance in writing to the Superintendent of Schools and the processing of such grievance will be commenced at Step 2. The NEAB may process such a grievance through all steps of the grievance procedure.

SECTION 4. The NEAB shall have the right to be represented at all levels of the grievance procedure, whether or not requested by the grievant.

SECTION 5. No reprisals of any kind will be taken by the School Committee against any party in interest or representative of the NEAB or any other participant in the grievance procedure by reason of such participation.

SECTION 6. Teachers shall not lose any compensation for time spent at grievance hearings. Grievances will be processed after the workday or at other times that do not interfere with assigned duties. To the extent possible, hearings will be held after school hours.

SECTION 7. A grievance must be initiated within twenty (20) days of the occurrence of the cause for complaint or if neither the aggrieved teacher nor the NEAB had knowledge of said occurrence at the time of its happening, then within twenty (20) days of the first such knowledge by either the aggrieved teacher or the NEAB. Any grievance not filed or appealed to a higher level within the time limits provided for in this Agreement, shall be conclusively waived by reason of failure to process within the time limits provided. If a grievance decision is not received within the prescribed time limits, it may then be appealed to the next level.

ARTICLE 10
LEAVES OF ABSENCE

WITH PAY

SECTION 1. BEREAVEMENT LEAVE

1.1 A teacher shall be entitled to a leave of absence not exceeding five (5) consecutive calendar days without loss of pay commencing with and including the date of death of any of the following relatives:

Child	Son-in-Law
Husband	Father-in-Law
Mother	Grandchildren
Wife	Brother-in-Law
Father	Mother-in-Law
Brother	Sister-in-Law
Sister	Daughter-in-Law

Or any member of the teacher's household

1.2 A teacher shall be entitled to a leave of absence not exceeding three (3) consecutive calendar days without loss of pay commencing with and including the date of death of a grandparent.

1.3 A teacher shall be entitled to be absent without loss of pay on the day of the funeral of his or her nieces, nephews, uncles, aunts or cousins.

1.4 Bereavement leave shall not be charged to sick leave.

1.5 Should circumstances warrant it, the Superintendent may allow alternative bereavement arrangements in individual cases.

1.6 The Superintendent may request information concerning the employee's relationship and service arrangements in individual cases.

SECTION 2. JURY OR WITNESS LEAVE

2.1 Should a teacher be drawn for jury service or be summoned for temporary court service in which the personal interest of the teacher is not involved, he shall be paid the difference between his regular salary and that received by him for such service. In lieu of such payment, the teacher may elect to turn over to the Committee all compensation received for such service in which case the teacher shall be paid his regular salary for such absences.

2.2 Evidence of such summons shall be submitted in writing to the building principal and such evidence shall be submitted prior to the absence whenever practicable.

2.3 Evidence of salary received will necessarily have to be submitted before the adjustment is made in salary. Teacher salary will continue while on jury duty or temporary court service with adjustment in salary to be made in the final payroll check of the school year.

2.4 Jury or Witness Leave shall not be charged to sick leave.

SECTION 3. PERSONAL LEAVE AND PROFESSIONAL VISITATION

3.1 Each member of the professional staff shall be allowed a total of four days of absence each school year for personal business which cannot be conducted at any other time. A personal day may be taken the day preceding or the day following a holiday or vacation period for personal business if approval is granted in advance by the Superintendent. The decision of the Superintendent is final and not subject to the grievance procedure. In applying for personal leave on the day preceding or the day following a holiday or vacation period, the teacher must state the nature of the personal business to be conducted on that day. Personal days remaining at the end of the school year shall be transferred to the teacher's accumulated sick leave. Since members of NEAB have always recognized the importance of every school day, no more than two consecutive personal days may be taken without approval in advance by the Superintendent.

3.2 Teachers shall, in accordance with present practice and upon approval of the Superintendent, be granted opportunities for professional visitation.

3.3 The district will assist and support the efforts of classroom teachers who are candidates for certification from the National Board for Professional Teacher Standards (NBPTS) by providing up to five professional development days for use exclusively related

to national certification.

3.4 Personal Leave and Professional Visitation shall not be charged to sick leave

SECTION 4. SICK LEAVE

Teachers who are ill may be absent from work without loss of pay in accordance with and as limited by the following provisions:

4.1 Teachers in their first year in the system will accrue sick leave at the rate of one and one half days at the end of each month of employment. Absence for illness in excess of accumulated sick leave will be unpaid, except that, at the end of the first year of employment a teacher who has accrued unused sick leave remaining may apply such leave to days of illness for which he or she was not paid.

4.2 At the beginning of each school year after the first year, teachers who are actively at work shall receive a "bank" of days according to the following schedule:

<u>Years of Service</u>	<u>Number of Days</u>
1 - 25*	15
26 - 30	8
31 -	5

*For teachers hired after May 1, 2013, 12 days for years of service 1-25.

This bank shall be added to the teacher's sick leave accumulation, if any. Each teacher shall be allowed to accrue a maximum of one hundred fifty (150) days. Teachers who are not actively at work at the beginning of a school year, but who return to work during the year, will accrue sick leave prorated according to the schedule listed above and the number of months remaining in the work year. Individuals who take an unpaid leave of absence (in excess of thirty (30) days), sick days shall be prorated based on the actual time worked in the year.

4.3 When a teacher is subject to quarantine by order of the Health Department, there shall be no loss of salary nor shall such lost time be deducted from the accumulated sick leave.

4.4 The teacher will furnish a physician's certificate if requested by the Administration. Upon request by the Administration, the

teacher will submit to an examination by a physician selected and paid for by the Administration.

4.5 At the end of each school year the teacher shall be responsible for accessing his/her accumulated time in the web based attendance tracking software.

4.6 In the event of a long-term illness, the School Committee may in its sole discretion, upon the recommendation of the Superintendent, extend the sick leave.

4.7 Each teacher who is actively at work at the beginning of a school year may voluntarily contribute, within ten (10) school days of the opening of school, one (1) day of sick leave per year to the Major Illness Bank. Teachers who are not actively at work at the beginning of a school year, but who return to work during the year, may voluntarily contribute one such day within ten (10) school days of their return to work. Only teachers who contribute to the Major Illness Bank are eligible to apply for benefits without exception.

A teacher who is not actively at work at the start of the school year due to a major illness or accident may contribute one (1) day to the Sick Bank from their accumulated sick leave, if any.

A teacher who is not actively at work at the start of the school year due to major illness or accident, and who does not have any accumulated sick leave available, may be granted Major Illness Bank benefits by unanimous vote of the Major Illness Bank Committee. A denial of benefits shall be subject to the grievance procedure.

4.8 Said bank may be charged for sick leave required, in case of major illness or accident, beyond the accumulated sick leave held by the involved teacher-applicant and such charge shall commence only after the teacher-applicant's individually accumulated sick leave has been exhausted, or thirty (30) consecutive working days of illness, whichever shall last occur. The major illness bank may not be charged for absences resulting from maternity leaves or worker's compensation. If a teacher granted paid leave by the Major Illness Bank Committee subsequently returns from sick leave and thereafter suffers a recurrence of the same illness or a new illness, the Committee may waive the 30-day requirement if the period intervening between illnesses was inadequate to permit the teacher to accumulate 30 days of individual paid sick leave.

4.9 The Major Illness Bank shall be administered by a committee consisting of five members. Two members shall be members of the Barrington School Committee or their designees designated in writing by said committee. Three members shall be members of the NEA Barrington designated in writing by said Association.

Said Committee shall determine individual eligibility for the use of said bank, the amount of leave to be granted, and its decision shall require a majority vote.

4.10 Said Committee, in administering said Major Illness Bank, may use such data and criteria as it may deem to be necessary to enable it to make its decision on an application for additional sick leave benefits, under this provision, including, but not limited to:

- a) Adequate medical evidence of major illness or accident submitted by the applicant;
- b) Prior utilization of all eligible sick leave by the applicant;
- c) Physical examination of the applicant by a physician of his/her own choice, at the expense of the applicant;
- d) The number of available days in the bank and other applications for grants therefrom.

4.11 In the event that a teacher receives sick leave from said bank, which extends to the end of a school year, such teacher must reapply (pursuant to (4.10) above) to the Committee for the ensuing school year in order to be considered for benefits.

4.12 Any teacher who withdraws from the Major Illness Bank will not be permitted to withdraw his/her contributed days.

4.13 Fifty percent (50%) of the unused days remaining in the Major Illness Bank on June 20 of any school year may be carried over to the successive school year, provided that the Bank shall not exceed three hundred fifty (350) days at the beginning of a school year and provided, further, that utilization of days carried over shall require unanimous vote of the Committee. Decisions of the Committee under this subsection shall be subject to the grievance procedure.

4.14 In no event shall the charge to said Bank on account of any one major illness or accident of any one applicant exceed one hundred eighty (180) days in total.

4.15 Except as otherwise provided above, decisions of the aforementioned committee shall not be subject to the grievance procedure.

4.16 There shall be deducted from the salary due any teacher under the provisions of Section 4 the amount of any benefit paid for the same period under Workers' Compensation Act of the State of Rhode Island.

4.17 At such time as a teacher has accumulated the maximum of one hundred fifty (150) sick days, he/she shall be paid one half (1/2) of his/her per diem rate of pay, or \$50, whichever is less, times the number of days in excess of 150 days. Payment shall be made effective as of the first School Department payroll period in July.

SECTION 5. SABBATICAL LEAVE

5.1 The School Committee may grant sabbatical leaves for teachers requesting such leaves. The granting of such leaves shall be discretionary with the School Committee provided only that such discretion shall not be exercised in any arbitrary or discriminatory manner.

Sabbatical leaves, if granted, will generally be for:

- a)** A full school year with 50% of salary (including the current increment); or
- b)** One-half school year with 50% of salary (including the current increment)

5.2 No requests for sabbatical will be considered by the Committee if

- a)** The request, if granted, would result in more than 2% of the teaching staff being absent on sabbatical at one time.
- b)** The request, in writing, is not received by the Superintendent on or before February 1 of the year preceding the school year in which leave is requested.
- c)** The request is made by a teacher who has not completed five (5) consecutive full school years of service in the Barrington School System.

5.3 No requests for sabbaticals shall be granted by the School Committee unless as a condition thereof, the teacher shall agree to return to employment in the Barrington School System for a period twice as long as the duration of the sabbatical leave granted. In the event a teacher should fail to return to fulfill the requirement to serve twice the duration of the sabbatical leave, the teacher shall reimburse the school system for the payments received during the sabbatical on a pro-rata basis.

5.4 Upon return to the Barrington School System the teacher shall be placed on the appropriate step on the salary schedule as though such teacher had not been on sabbatical leave.

5.5 Sabbatical leaves will not be charged to sick leave.

5.6 Courses taken while on sabbatical leave are not eligible for tuition reimbursement.

SECTION 6. MATERNITY LEAVES

Maternity leave shall be for the period of time during the pregnancy in which the teacher is physically disabled by reason of the pregnancy from performing her duties as a teacher and extending after the termination of pregnancy for the period of time immediately following said termination that the teacher is physically disabled from performing her duties as a teacher.

6.1 The teacher must notify the School Committee in writing of her pregnancy and inform the School Committee in said notification of the estimated date at which her disability will prevent her from performing her teaching duties. The teacher must also notify the School Committee after the termination of the pregnancy of the estimated date at which she will be able to return to her teaching duties.

6.2 While absent on maternity leave the teacher shall be entitled to utilize her accumulated sick leave. If the maternity leave extends beyond the number of days of sick leave accumulated by the teacher then the remainder of the maternity leave shall be without pay. The teacher must return from maternity leave as soon as she is physically able to perform her duties as a teacher.

6.3 The School Committee shall have the right to have the teacher examined at Committee expense by a qualified medical doctor designated by the School Committee.

6.4 The election to take maternity leave must be made prior to commencement of the leave. Upon her return, the teacher shall be placed in the assignment that she left if the position is still open and, if the position that she left is not open, the teacher shall be placed in as nearly comparable position as is available. In the event of a long-term illness, the School Committee may, upon recommendation of the Superintendent, extend the sick leave.

WITHOUT PAY

SECTION 7. PARENTAL LEAVE

7.1 Shall be for a period of up to one (1) year and shall be without pay. However, a teacher electing leave under this provision shall be afforded the opportunity to continue in the group Health Insurance Plan at his or her own expense.

7.2 The teacher who elects to take parental leave must notify the School Committee in writing at least thirty (30) days prior to the commencement of the leave.

7.3 The teacher must return on the first day of the school year. If the teacher commences parental leave after January 1 of any year, the teacher may take such parental leave in excess of one year providing for a return on the first day of the school year of the following calendar year.

7.4 Upon return the teacher shall be placed in the assignment that was left if the position is still open and, if the position that was left is not open, the teacher shall be placed in as nearly comparable a position as is available and all unused benefits accrued prior to said leave shall be credited to the teacher.

7.5 Parental leave shall be available in cases of adoption.

SECTION 8. LONG-TERM LEAVES

Leaves of absence for half the school year or more may be requested subject to the following requirements:

8.1 Requests must be submitted in writing to the Superintendent who will refer the matter to the discretion of the School Committee.

8.2 No leave of absence in excess of one (1) year will be granted except for military service or service as president of the NEARI (not more than two (2) years).

8.3 Normally no leave of absence will be granted unless a fully qualified substitute is available. Teachers who state their intention to resign following the denial of a request leave of absence may request consideration for reemployment and are entitled to be advised in writing as to whether such request will be granted.

8.4 A teacher on leave of absence during the second half of any school year will not be permitted to return for the following school year unless notice of his or her desire to return is mailed by certified mail to the Superintendent no later than February 15 of the school year for which such leave was granted. The Committee will cause notice of the February 15 deadline to be mailed to teachers on leave of absence at their last known address no later than February 1 of each year.

SECTION 9. SHORT TERM LEAVES.

The Superintendent may grant leaves of absence of less than five (5) days to teachers requesting the same. Leaves of absence for periods of more than four days and less than half the school year may be granted by the Committee to teachers requesting the same in writing and in advance. For each day of such absence there shall be a deduction from the teacher's contractual salary

calculated in accordance with Article 8, Section 5. Such deductions shall be made from the final payroll check of the school year for teachers paid in 26 installments and concurrently with the absence for teachers paid in 21 installments.

SECTION 10. REQUESTS FOR BEREAVEMENT LEAVE, JURY SERVICE OR WITNESS LEAVE, PERSONAL LEAVE.

10.1 Will be submitted in writing via confirmation form generated by the automated absence reporting system to the Superintendent by the teacher in advance where possible.

10.2 Requests for Professional Visitation Leave and Short Term Leaves will be submitted in writing on form listed in 10.1 to the Principal by the teacher in advance where possible.

10.3 The Principal will promptly forward the request to the Superintendent. Teachers on leave of absence for reasons other than illness will retain sick leave accumulated prior to the leave of absence.

SECTION 11. LEAVE OF ABSENCE FOR NEW JOB

11.1 Teachers shall receive an unpaid leave of absence for one (1) year, with an option to renew for one (1) additional consecutive year, to assume a job outside of the Barrington School Department provided that such job is not teaching in another public or a private school at the K-12 level. Notice of intention to take such leave or to exercise the option to extend such leave must be made in writing by a teacher to the Superintendent no later than February 15, for a leave to commence or continue the ensuing school year. A teacher on leave will notify the Superintendent of Schools by February 15 of the last year of his/her leave of his/her intention to return. No more than one (1) leave and/or extension for such purpose may be taken by any teacher in any five (5) year period.

ARTICLE 11
TEACHER DUTIES

SECTION 1. In the event of the absence of either regular or special area teachers, a reasonable effort will be made to obtain a substitute qualified in the subject involved. In lieu of making such effort to obtain a substitute in the event of absence of a teacher in the high school building on Lincoln Avenue, the School Committee may establish a policy not to cover the class of the absent teacher. In the event that the School Committee does so decide not to cover the class of the absent teacher, regular teachers shall not be required to cover the class of an absent teacher.

SECTION 2. Teachers shall not be required to perform the duty of

collecting money from students with the exception of the collection of curricular cost of programs and, no more than once per week, lunch and milk money. Curricular cost of programs shall not include such items as class photographs, insurance, class rings, yearbook or any other items not clearly related to curriculum.

SECTION 3. Secondary teachers shall not be required to teach in more than two (2) subject areas, i.e., more than two of the following subject areas: Art, business, English, industrial arts, language, mathematics, music, physical education, science, social studies, and home economics.

SECTION 4. A schedule of duty assignments for all teachers shall be posted within each school.

SECTION 5. Department Chairmen at the senior high school shall be assigned a teaching load of two (2) classes less per day on the average than the teachers generally are assigned in their respective departments. This reduction in teaching load may be averaged over the first and second semesters of the year.

SECTION 6. Teachers shall not be required to perform morning and afternoon bus duty supervision.

SECTION 7. The President and Grievance Chairperson of the NEA Barrington shall not be assigned any non-teaching duties.

SECTION 8. Elementary teachers will be relieved of non-teaching duties by the use of teacher assistants and/or volunteers for that purpose so as to permit concomitant addition of fifteen minutes of teaching time or engaging in such other professional activities as the administration shall direct without expanding the length of the teachers' day. Among the permissible alternatives by which to accomplish the purposes aforesaid is the reduction of recess time by 15 minutes. The means by which this shall be accomplished may vary from school to school but such means as may be selected by any school must have the approval of the Superintendent. Nothing herein shall permit violation of the Support Group Collective Bargaining Agreement nor effect in any way the operation of Article 11 Section 2.

ARTICLE 12
DUTY FREE LUNCH PERIODS

All teachers shall have an uninterrupted duty free lunch period of at least 20 minutes. Teachers shall, at their discretion, take their lunch period either on or off school premises provided, however, teachers shall notify the school office when they leave the school premises and when they return.

ARTICLE 13

USE OF SCHOOL FACILITIES

The NEAB shall be granted the right to use school buildings without cost at reasonable time for meetings. Requests for use of buildings will be made to the Principal of the building in advance.

The School Committee will provide a bulletin board in the Teacher's Lounge in each school on which the NEAB shall have the right to place notices, circulars and other materials. Such materials may also be placed in teachers' mailboxes.

ARTICLE 14 HEALTH & LIFE INSURANCE

SECTION 1. The School Committee will pay 80% of the PPO Co-insurance Benefit Plan. Coverage includes individual, family or domestic partner for those eligible.

The School District shall provide a plan of healthcare insurance, known as the current "PPO Co-insurance Benefit Plan," as outlined in the attached Schedule and further described in the Subscriber Agreement between the District and the Plan Administrator. The benefits as described in the Subscriber Agreement shall remain in effect for the period of this contractual Agreement. The NEAB acknowledges that the Plan Administrator* reserves the right to adjust the benefits in various circumstances including change resulting from any state or federal law or regulation. The NEAB also acknowledges that the Prescription Drug Formulary (prescription drugs and dosage forms) covered under this Plan may be subject to periodic review and changes. The NEAB accepts such Plan Administrator based changes.

*The current Plan Administrator is Blue Cross.

SECTION 2. Teachers who utilize Classic Blue Cross/Blue Shield Managed Benefit Program as of July 1, 2012 may continue in the utilization of such plan. Teachers electing these plans shall be responsible for any costs, which exceed the actuarial rate of the current "PPO Co-insurance Benefit Plan."

SECTION 3. The School Committee will pay 80% of the cost of Delta Dental (level 1,2,3 and 4) with Student Rider (to age 23) except as provided in Section 6. Coverage includes individual, family or domestic partner for those eligible.

SECTION 4. Teachers on Maternity Leave, on paid Sick Leave not related to Workers' Compensation and on unpaid Sick Leave not related to Workers' Compensation will retain the health insurance and dental coverage specified in Sections 1 and 3 except as specified in Section 6 hereof for the period of such leave or the teachers' work year as

defined in Article 8, Section 5, whichever is less. Teachers on Workers' Compensation will retain said health insurance and dental coverage specified in Sections 1 and 3 except as provided in Section 6 hereof until the second anniversary of the date of first receipt of Workers' Compensation. Teachers on Sabbatical Leave, Parental Leave, Long Term Leave, Leave of Absence for a new job or Workers' Compensation for a period in excess of two years, shall be permitted to retain said health insurance and dental coverage for the duration of leave but only on condition that they pay the full cost thereof.

SECTION 5. Teachers eligible for family coverage may make an annual election to waive the health and/or dental insurance plan coverage provided in Sections 1 and 3, above. In such cases, teachers hired before May 1, 2013, shall be paid, on an annual basis two thousand five hundred (\$2,500) dollars for health insurance and two hundred fifty (\$250) for dental insurance. Teachers hired on or after May 1, 2013, shall be paid, on an annual basis fifteen hundred (\$1,500) dollars for health insurance and two hundred fifty (\$250) dollars for dental insurance. A teacher who makes such election may re-enroll in either or both such plans only on the plan anniversary date, provided, however, that a teacher who has made such election because of duplicate coverage may re-enroll, as permitted by the carrier, immediately upon losing such duplicate coverage.

SECTION 6. Part-time teachers shall receive benefits in accordance with this Article prorated on the same basis, as salaries for part-time teachers are pro-rated.

SECTION 7. Teacher contributions to the cost of health care coverage shall be pre-tax to the extent provided by law, and, where necessary to comply with federal law, this Agreement will be amended to achieve that result; provided, however, that no additional expense to the School Committee is entailed.

SECTION 8. The Plans provided for in Sections 1, 2 and 3 hereof may be changed with the consent of the union.

SECTION 9. The Committee shall provide group life insurance coverage for each teacher in the amount of thirty-five thousand (\$35,000) dollars.

SECTION 10. During the term of this agreement, the School Committee agrees to maintain medical and dental insurance plans and PPO network substantially equivalent to the current PPO co-insurance benefit plan and current Barrington Dental Plan if an alternative is proposed.

ARTICLE 15
EVALUATION / MENTORING

SECTION 1. Evaluation

- 1.1 The Association and the Committee shall fully implement the Rhode Island Model Teacher Evaluation and Support Systems as provided by RIDE.
- 1.2 Areas of the Rhode Island Model Teacher Evaluation and Support System that call for Local Education Agency (LEA) flexibility will be addressed by the District Evaluation Committee including: pre- and post- conferences, complementary evaluators, providing procedural safeguards to ensure the integrity of the system, the length of evaluation conferences, school-wide approaches to professional growth goals, the number of announced and unannounced classroom observations, the scheduling of announced visits, artifact review processes and timelines, and student learning objectives (SLO) process.
- 1.3 A District Evaluation Committee (DEC) will consist of the Superintendent and Association President or his/her designee from the elected executive board. The DEC will also consist of three teachers (one from elementary, one from secondary, and a certified support professional) selected by the Association President, and three administrators selected by the Superintendent. The DEC shall be immediately formed. The duties and responsibilities of the DEC shall be as follows:
 1. Identify and plan for necessary training/support to certified district staff and their evaluators prior to and during full implementation.
 2. Identify and plan for necessary training/support to certified district staff and their evaluators who are new to the district each year.
 3. Solicit and review ongoing feedback to consider improvements and implement changes to the district's implementation plans.
 4. The District Evaluation Committee will recommend professional development topics to the Professional Development Committee, when appropriate.
 5. Develop and implement an appeals process to ensure the

integrity of the evaluation system, as required by RIDE guidelines, but subject however to the provisions in Sections 1.4 and 1.5, below.

- 1.4 There shall be an Appeals Committee, comprised of three (3) members. One (1) member shall be appointed by the Superintendent. One (1) member shall be appointed by the Association President. The third member shall be selected from a rotating list of educators, mutually agreed upon by the Association President and the Superintendent, and trained in the RIDE evaluation system.
- 1.5 Teachers may challenge their final effectiveness rating through the Appeals Committee. The decision of the Appeals Committee may be appealed to the Superintendent. In the event the teacher appeals a rating of "effective," the decision of the Superintendent shall be final. In the event the teacher appeals a rating of "developing" or "ineffective," the teacher may file a grievance on procedural grounds beginning at Step 4 under Article 9 Section 2.4. The appeals process provided under this section shall not prohibit a teacher from other appeals procedures under RIGL Title 16 or 28, or other rights granted under State or Federal law.
- 1.6 A teacher who is participating in the evaluation process in no way waives his/her due process rights granted under any collective bargaining agreement, RIGL Title 16 or 28, or any other rights granted under State or Federal law.
- 1.7 In the event of final adjudication by a court of competent jurisdiction, including the exhaustion of all avenues of appellate review, that the subjects covered by the provisions specified in Sections 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 above, are mandatory subjects of bargaining, the parties shall reopen the collective bargaining agreement solely for the purpose of bargaining those subjects specified in Sections 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 above.

SECTION 2. Mentoring

- 2.1 All teachers new to the Barrington Public Schools must participate in the Mentor Program for one (1) year and are eligible to remain in the program, if necessary, for two (2) additional years. The Collegial Support Committee oversees this program and works directly with the Director of Curriculum and Instruction.
- 2.2 The Collegial Support Committee shall be composed of the Mentor Coordinator who shall function as chairperson, the Director

of Curriculum and Instruction, a building liaison from each school and an NEAB representative.

**SECTION 3. Mentor Project to Guide Future Teacher Leaders
Formerly titled (T.I.P.P.)**

- 3.1** The focus of the Mentor Project to Guide Future Teacher Leaders is to allow teachers with at least 20 years of teaching experience in Barrington the opportunity to share expertise in classroom practices with other teachers in the district as a means of professional development and peer coaching.
- 3.2** Teachers who participate in the Mentor Project to Guide Future Teacher Leaders shall be compensated at the rate of \$150.00 per year of teaching experience, up to a career maximum of four thousand and five hundred (\$4,500) dollars.

**ARTICLE 16
TEACHER PROTECTION**

SECTION 1. Teachers shall receive prompt notification of a pupil in their classes who has severe physical and/or emotional problems within the knowledge of the administration.

SECTION 2. Whenever a teacher is absent from school as a result of personal injury caused by an unprovoked assault occurring in the course of his employment, he will be paid his full salary for the period of such absence up to one year from the date of injury, and no part of such absence will be charged to his annual sick leave.

SECTION 3. Whenever a teacher is absent from work as a result of an on the job injury caused by other than assault, he/she shall receive the difference between Workers' Compensation and his/her full salary by utilizing prorated accumulated sick leave at the rate of 1/2 sick leave day for each day absent.

SECTION 4. The School Committee shall have the right to have the teacher examined by a physician designated by the School Committee for the purpose of establishing the length of time during which the teacher is temporarily disabled from performing his/her duties, and the opinion of said physician as to the said period shall control.

SECTION 5. The School Committee will reimburse teachers, but in no event in an amount in excess of \$200, for any clothing or other

personal property (excluding automobiles) damaged or destroyed in the course of employment where such damage or destruction is of a value of \$20 or more, provided such damage has not been caused by the teacher's gross negligence.

SECTION 6. If criminal or civil proceedings are brought against a teacher alleging that he/she committed any offense or tort in connection with his/her employment, such teacher may request the Committee to furnish legal counsel to defend him in such proceedings. The Committee will evaluate the request and the circumstances of the assault or tort and may provide counsel or reimbursement of reasonable counsel fees if the School Committee in its discretion deems the teacher's case to be meritorious.

SECTION 7. There shall be deducted from the salary due any teacher hereunder the amount of any benefit paid for the same period under the Worker's Compensation Act of the State of Rhode Island.

ARTICLE 17
NOTIFICATION TO NEAB
EMPLOYMENT AND TERMINATION

The name and address of any teacher employed or terminating employment shall be sent to the President of the NEAB upon notification to the applicant of his employment or upon termination of contract.

ARTICLE 18
ORIENTATION PROGRAM

An orientation program will be mutually organized and implemented by the NEAB and the School Committee.

ARTICLE 19
JOB DESCRIPTION

SECTION 1. Appendix B and Appendix C set forth the administrative and coaching positions in existence at the effective date of this agreement and job descriptions for each will be provided the NEAB on request. The NEAB will be advised in writing of any change or modification in the job description. Abolition of any such positions shall be in accordance with the requirements of the Rhode Island Supreme Court's opinion in Barrington School Committee vs. Rhode Island State Labor Relations Board (No. 76-93 M.P.)

SECTION 2. Appendix B positions shall be filled as heretofore. Appendix C positions shall be filled as heretofore.

SECTION 3. In the event that new positions are created or existing positions substantially changed, pursuant to Section 1, the Committee shall assign a stipend to such new or changed position. If the NEAB

shall consider any stipend inadequate, it may grieve in accordance with Article 9 and the award of an arbitrator shall be binding and retroactive to the date of the first day on new or changed position.

ARTICLE 20
NOTIFICATION OF OPENING AND
REQUESTS FOR TRANSFER

VACANCIES

SECTION 1. A vacancy is defined as an opening which results from the death, resignation, retirement, discharge or long term leave-of-absence (as defined in Article 10 Section 8) of a full-time teacher, or from the creation of a new full-time position.

SECTION 2. All vacancies including positions listed in Appendix B or C shall be posted for a period of five (5) business days prior to the filling of such vacancies. Postings shall be made on the district's website and notice via email sent to the president of the association and all certified teachers currently in the employ of the District or with a right of recall.

The posting of an elementary vacancy shall state the building and the anticipated grade level. A difference in the actual grade level from the anticipated grade level shall not be subject to the grievance procedure.

SECTION 3. Vacancies in teaching positions shall be filled in the following manner:

3.1 Where the vacancy occurs during the school year, it shall be filled from the recall list, or, if no list is available, by employment of a substitute or new hire all in accordance with Section 4 below. At the same time, the position shall be posted unless the Superintendent is unable at that time to determine whether the vacancy will exist for the following school year. However, as soon as it is known that the vacancy will exist, it shall be posted, as provided in Section 2, but in no event later than June 1. The teacher transferred to the vacancy shall commence the assignment at the beginning of the following school year. Where the Superintendent determines that a vacant position will be abolished for the following school year, he shall notify the NEAB President in writing.

3.2 Where the vacancy occurs during the summer closing, it shall be posted, as provided in Section 2, and written notice shall also be given to the NEAB President and email notice to all certified teachers currently in the employ of the District via the District's email system and those with a right of recall.

3.3 Where the vacancy results from a leave-of-absence for the following school year, it shall be posted, as provided in Section 2. In the case of leave-of-absence, however, the posting will indicate that the vacancy is temporary and that the position, if available, will be filled by the teacher on leave-of-absence upon his or her return. Teachers transferred to such temporary vacancies will be subject to assignment at that time.

SECTION 4. The most qualified applicant shall receive the position based upon education, training, experience, ability, certification, previous employment record and the specific requirements of the position to be filled. When applicants are equally qualified, vacancies shall be filled on the basis of work experience in the District. With respect to a potential recall to employment of an individual given notice of layoff, the District acknowledges that, absent compelling evidence, there is a presumption that said individual is the most qualified for the position from which he/she was laid off.

SECTION 5. The position of a teacher who is awarded a posting vacancy need not be posted, but will be subject to assignment.

ASSIGNMENTS

SECTION 6. Teachers desiring a change of location or assignment may apply in writing for a change at any time and no assignments shall be made until such applications as may at any time be on file have been reviewed and considered. Absent reasonable cause to do otherwise, teachers who have filed applications will be given preference over new hires, subject to Section 7 below.

SECTION 7. Decision on teaching assignments shall be made by the School Committee, but in making such assignments the School Committee shall:

- 7.1** Avoid involuntarily transferring teachers when they are teachers who have on file requests for transfers, except for good cause.
- 7.2** Transfer on the basis of the specific requirements of the position to be filled and work experience in the District except for good cause to do otherwise.
- 7.3** Restrict assignments to areas in which the teacher is certified.
- 7.4** Give as much notice in writing as possible to the teacher or teachers involved and meet upon request with said teachers before a final decision is made in order to permit the teacher to be heard on the matter. In cases where a teacher's assignment involves an involuntary transfer, or in cases where an involuntary transfer is made during the school year, the

affected teacher shall be entitled to meet with a representative of the administration in advance of such transfer, at which time the administration will entertain, in good faith, suggestions, if any, as to how the involuntary transfer can be avoided. If requested by the teacher, a representative of the NEAB may be present.

SECTION 8. In making all appointments to the aforesaid vacancies and openings the School Committee shall not discriminate because of race, creed, color, religion, national origin, sex or marital status.

SECTION 9. Teachers under contract will be verbally notified by June 1 where practicable of the building, courses and levels for the coming year. In no event shall written notice be later than August 15 except where changes are necessitated by information not available to the administration prior to August 15.

ARTICLE 21
SENIORITY, LAYOFFS & RECALLS

SECTION 1. The term seniority, as used in this Agreement, shall mean length of employment and shall commence with a teacher's first day of employment on a contractual basis.

SECTION 2. On or before December 1 of each year the School Committee shall publish a seniority roster which will be posted in each of the schools. In determining the relative seniority ranking of teachers the time and dates stamped on the returned signed contract commencing continuous employment shall govern. If the time and date are the same then seniority shall be determined by drawing lots. For those contracts that were not stamped with time and date, seniority shall be determined by date typed on the face of the contract. Should the date on the face of more than one contract be the same, seniority will be determined by drawing lots. If a teacher questions his or her position on the seniority roster, and the matter 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, but shall not accrue during periods of layoff. Seniority shall terminate upon:

2.1 Resignation

2.2 Discharge for cause (misconduct or incompetence)

2.3 Failure to accept recall to full-time employment from layoff.

2.4 Failure to return to work upon expiration of a leave of absence unless prevented from doing so by circumstances beyond the

control of the teacher.

SECTION 3. A "layoff," as that term is used in this agreement, shall mean and refer to termination or suspension of employment for any reason other than performance, misconduct, resignation, retirement or disability. Layoffs shall take place in accordance with the following procedure:

- 3.1 On or before March 1 of each year or such other date as may be fixed by law, the School Committee shall notify all teachers who are to be laid off at the end of the school year.
- 3.2 Layoffs shall be in inverse order of seniority within the areas of certification affected by the layoff and based upon the criteria outlined in Article 20 Section 4.
- 3.3 Any teacher notified of layoff, who, in the event of layoff, would have recall rights in any other area(s) of certification may accept layoff or elect to request a transfer to replace a teacher having the least seniority in any such area(s) of certification, such request for transfer shall be considered based upon the criteria outlined in Article 20 Section 4 above. Any teacher so replaced shall have the same rights as the teacher who replaced him or her. A request to transfer in lieu of layoff must be made within five (5) school days of June 1 and each teacher replaced by transfer must exercise his or her request to transfer in lieu of layoff within five (5) school days of notice of replacement.

SECTION 4. Teachers on layoff shall have the following recall rights:

- 4.1 The right to recall extends to any teaching vacancy in an area in which a laid off teacher was certified as of the June 30 following notice of layoff.
- 4.2 First priority for recall to available positions shall be accorded teachers laid off (suspended) pursuant to 16-13-6 of the General Laws. Such teachers shall be recalled in accordance with said statute.
- 4.3 When the terms of 4.1 have been observed, other teachers on layoff shall be entitled to recall subject to the provisions of Article 20 Section 4 above.
- 4.4 No new teacher may be hired for any vacancy until all teachers on layoff who have the right of recall subject to the provisions of Article 20 Section 4 above.
- 4.5 A vacancy posted in accordance with Article 20, Section 3.2 may be filled by transfer so long as to do so does not block the recall of a laid off teacher.

- 4.6 Subject to the provisions of 4.2, when the School Committee intends to fill a position for which a laid off teacher has certification, the Superintendent shall notify, by email, all teachers with a right of recall at the teachers' last known email address. Such teachers with a right of recall shall be duly considered for the vacancy based upon the criteria established in Article 20 Section 4. Any teacher selected pursuant to Article 20 Section 4 above, will notify the Superintendent in writing of his or her intent to accept or reject the position within a period of five (5) calendar days after receipt of notification.
- 4.7 If a notified teacher refuses to accept the position offered, or fails to respond to such notification within five (5) calendar days, such teacher will lose all rights under this provision.
- 4.8 Any right to recall as provided by this collective bargaining agreement shall not extend to a teacher who has been separated from employment for more than two (2) years.

SECTION 5. The provisions of this Article shall apply to part-time teachers as well as full-time teachers. Full-time teachers shall not forfeit seniority by refusing to accept recall to part-time employment but for all purposes except layoff and recall under R.I.G.L. Title 16, Section 36, seniority shall accrue only through active service. Part-time employees shall forfeit seniority by refusal to accept recall to employment requiring a greater teaching load with a consecutive schedule.

ARTICLE 22
PERSONNEL FILES

A personnel file on each teacher shall be maintained in the School Administration Office.

It shall be the responsibility of the teacher to furnish information necessary to keep this file up to date.

Included in this file shall be evidence of each degree the teacher has been awarded, official transcripts of all college courses completed, evidence of teacher certification, copies of contracts, teaching

assignments and of evaluation forms completed on non-tenure teachers. No material derogatory to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material is being placed in his file. Upon request the teacher shall be given the opportunity to inspect such material and shall acknowledge that he has read such material by affixing his signature on the copy to be filed. Such signature merely indicates that he has read the material to be filed; it does not indicate agreement with its content.

A teacher may review his file at any time on reasonable notice and may submit additional letters or documents that he wishes kept in his/her file. A teacher shall have the right to reproduce all material in his file.

The foregoing provisions of this Article shall not apply to placement office papers or references obtained when processing a teacher's initial application or medical reports submitted in confidence and a teacher may not have access to such papers and documents.

ARTICLE 23
SELECTION OF TEXTS,
PROCUREMENT OF SUPPLIES,
MAINTENANCE

Teachers will be involved in the selection of texts and/or instructional materials, which pertain to their instructional activities prior to the ordering by the administration of such texts and materials for new or existing programs. The Committee through its agents will provide the basic required textbook for each class or course in numbers sufficient to ensure that each pupil has his or her own textbook. Teachers will notify the administration promptly of any shortage, which exists. The Committee, through its agents, will endeavor to assure proper and timely distribution of texts, equipment and supplies among teachers in each school. The administration will give good faith consideration to reasonable requests for equipment, supplies, and maintenance made by teachers and will advise the teachers of the disposition made of their request.

ARTICLE 24
SALARIES

SECTION 1. The Salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part hereof.

SECTION 2. All persons on the Teachers' Salary Schedule will be paid in twenty-six (26) equal installments commencing in September, provided, however, those payments due during the months of July and August shall be paid prior to June 30. Prior to the beginning of the new school year, teachers shall be afforded a onetime option of receiving their annual pay in twenty-one (21) equal payments commencing in September and ending in June.

SECTION 3. Those persons receiving additional remuneration for additional responsibilities and/or duties shall be compensated as set forth in Appendices "B" and "C" which are attached hereto and made a part hereof.

SECTION 4. A person who has completed the requirements for a Masters' degree or advanced course work beyond a Masters' degree is entitled to increased pay as delineated in Appendix A. Placement on advanced lanes will occur based on the following:

When a person has completed the requirements for said advanced coursework on or before February 1 of the school year, that person shall be put on a higher pay step immediately upon submission of proof.

When a person has completed said advanced coursework after February 1 of the school year, that person shall be put on a higher pay step at the commencement of the next school year.

SECTION 5. Additional remuneration not set forth in appendices "A", "B" or "C":

- 5.1 A classroom teacher who receives and maintains certification from the National Board for Professional Teaching Standards (NBPTS) and continues teaching in Barrington shall receive a stipend in the amount of three thousand five hundred dollars (\$3,500).

- 5.2 The Bachelor's plus 36 stipend of \$598 shall continue to be paid to those teachers who were receiving it as of September 1, 1997.
- 5.3 Individuals who have been awarded a doctorate degree shall be paid in accordance with the "CAGS" advanced lane.
- 5.4 Individuals who have earned forty five (45) credits beyond a Masters Degree shall be paid in accordance with the "CAGS" advanced lane.
- 5.5 In order to remain on the Masters plus fifteen (15), Masters plus thirty (30) and Masters plus forty five (45) steps teachers must have completed sixty (60) hours of professional development or four (4) graduate credits within the last five years. The Central Office shall maintain documentation to ensure that appropriate professional development has been completed.

Appendix A

2013-2014

	B	M	M15	M30	CAGS
p 1	41,237	44,519	45,094	46,410	46,905
p 2	42,609	45,890	46,466	47,781	48,276
p 3	44,892	48,174	48,748	50,065	50,560
p 4	48,910	52,191	52,766	54,082	54,579
p 5	51,499	54,779	55,354	56,670	57,166
p 6	54,693	57,975	58,549	59,866	60,361
p 7	57,157	60,438	61,014	62,330	62,825
p 8	59,735	63,016	63,592	64,907	65,404
p 9	66,012	69,293	69,869	71,185	71,679
p 10	78,849	82,223	82,814	84,168	84,676

2014-2015

	B	M	M15	M30	CAGS
p 1	41,237	44,519	45,094	46,410	46,905
p 2	42,609	45,890	46,466	47,781	48,276
p 3	44,892	48,174	48,748	50,065	50,560
p 4	48,910	52,191	52,766	54,082	54,579
p 5	51,499	54,779	55,354	56,670	57,166
p 6	54,693	57,975	58,549	59,866	60,361
p 7	57,157	60,438	61,014	62,330	62,825
p 8	59,735	63,016	63,592	64,907	65,404
p 9	66,012	69,293	69,869	71,185	71,679
p 10	80,387	83,826	84,429	85,809	86,327

2015-2016

	B	M	M15	M30	CAGS
p 1	41,237	44,519	45,094	46,410	46,905
p 2	42,609	45,890	46,466	47,781	48,276
p 3	44,892	48,174	48,748	50,065	50,560
p 4	48,910	52,191	52,766	54,082	54,579
p 5	51,499	54,779	55,354	56,670	57,166
p 6	54,693	57,975	58,549	59,866	60,361
p 7	57,157	60,438	61,014	62,330	62,825
p 8	59,735	63,016	63,592	64,907	65,404
p 9	66,012	69,293	69,869	71,185	71,679
p 10	81,954	85,461	86,075	87,483	88,011

Age: Complete years of service in Barrington

	15 yrs	20 yrs	25 yrs	30 yrs
2013-14	1,854	2,976	4,194	5,952
2014-15	1,890	3,034	4,276	6,068
2015-16	1,927	3,093	4,359	6,186

Appendix B

Position	2013-14	2014-15	2015-16
Department Heads	4201	4283	4367
Department Chairmen - HS	4201	4283	4367
Collegial Support	4201	4283	4367
Curriculum Leaders - Non-Core Subj -MS	4201	4283	4367
Curriculum Leaders - Core Subj - MS	5001	5099	5198
504 Coordinator - HS	4715	4807	4901
Head Librarian	4201	4283	4367
Head Teachers	3120	3181	3243
Outreach Coordinator	4201	4283	4367
PBGR Coordinator	2059	2099	2140
Asst. Technology Specialist Elem	1647	1679	1712
Asst. Technology Specialist 4-5	4118	4198	4280
Senior Project Coordinator	9023	9199	9378
Advisor/Advisee Coord.	1375	1402	1429
Elementary Science Liaison	2265	2309	2354
Mentor Teachers	542	553	564
IEP Coordinator	542	553	564
RTI Chairperson	1250	1274	1299
Building Mentor Liaison	350	357	364
Home Teaching - Hourly	29.92	30.5	31.09
Curriculum/RTI Members - Hourly	33.66	34.32	34.99
Mileage	0.31	0.31	0.31
<u>Student Activities</u>			
Yearbook Advisor HS	4075	4154	4235
Student Council Advisor HS	3491	3559	3628
School Newspaper, HS	1033	1053	1074
Literary Review, HS	671	684	697
Band Director, HS	2574	2624	2675
Choral Director, HS	2574	2624	2675
Pep Band Director, HS	1080	1101	1122
Drama, HS	6502	6629	6758
Debate, HS	5824	5938	6054
TV Studio Advisor	4000	4078	4158
Mock Trial Advisor	1456	1484	1513
National Honor Society	3491	3559	3628
FBLA	1456	1484	1513
Class Advisor 9 -12 (one/grade)	1985	2024	2063
Club Assignment*	688	701	715
Band Director, MS	1372	1399	1426
Chorus Director, MS	1372	1399	1426
Yearbook Advisor MS	2509	2558	2608
Student Council Advisor MS	1985	2024	2063
Drama, MS	1630	1662	1694
Newspaper, MS	1033	1053	1074
Student Council Advisor HM	1307	1332	1358
Yearbook Advisor HM	1813	1848	1884

* Approved by School Committee

Appendix C

Position	2013-14	2014-15	2015-16
Baseball			
Head Coach	5,096	5,096	5,096
Asst. Coach	3,232	3,232	3,232
Asst. Coach (HF)	3,232	3,232	3,232
Basketball - Boys			
Head Coach	5,288	5,288	5,288
Asst. Coach	3,573	3,573	3,573
Asst. Coach (HF)	3,573	3,573	3,573
Head Coach (MS)	2,858	2,858	2,858
Basketball - Girls			
Head Coach	5,288	5,288	5,288
Asst. Coach	3,573	3,573	3,573
Asst. Coach (HF)	3,573	3,573	3,573
Head Coach (MS)	2,858	2,858	2,858
Cross Country - Boys			
Head Coach	4,164	4,164	4,164
Asst. Coach	1,250	1,250	1,250
Cross Country - Girls			
Head Coach	4,164	4,164	4,164
Asst. Coach	1,250	1,250	1,250
Field Hockey			
Head Coach	4,949	4,949	4,949
Asst. Coach	3,329	3,329	3,329
Asst. Coach (HF)	2,583	2,583	2,583
Football			
Head Coach	6,514	6,514	6,514
Asst. Coach (3)	3,969	3,969	3,969
Asst. Coach (HF)	3,969	3,969	3,969
Golf			
Head Coach	3,232	3,232	3,232
Gymnastics			
Head Coach	4,949	4,949	4,949
Hockey			
Head Coach	5,191	5,191	5,191
Asst. Coach	3,282	3,282	3,282
Lacrosse - Boys			
Head Coach	3,870	3,870	3,870
Asst. Coach	2,323	2,323	2,323
Lacrosse - Girls			
Head Coach	3,870	3,870	3,870
Asst. Coach	2,323	2,323	2,323

Soccer - Boys			
Head Coach	4,949	4,949	4,949
Asst. Coach	1,666	1,666	1,666
Head Coach (JV)	3,329	3,329	3,329
Soccer - Girls			
Head Coach	4,949	4,949	4,949
Asst. Coach	1,666	1,666	1,666
Head Coach (JV)	3,329	3,329	3,329
Softball			
Head Coach	5,096	5,096	5,096
Asst. Coach	3,232	3,232	3,232
Asst. Coach (HF)	3,232	3,232	3,232
Swimming			
Head Coach	4,705	4,705	4,705
Asst. Coach	2,822	2,822	2,822
Tennis - Fall			
Head Coach	3,428	3,428	3,428
Tennis - Spring			
Head Coach	3,428	3,428	3,428
Track - Indoor Boys			
Head Coach	4,949	4,949	4,949
Asst. Coach	2,968	2,968	2,968
Track - Indoor Girls			
Head Coach	4,949	4,949	4,949
Asst. Coach	2,968	2,968	2,968
Track - Outdoor Boys			
Head Coach	5,191	5,191	5,191
Asst. Coach	3,232	3,232	3,232
Asst. Coach	1,615	1,615	1,615
Track - Outdoor Girls			
Head Coach	5,191	5,191	5,191
Asst. Coach	3,232	3,232	3,232
Asst. Coach	1,615	1,615	1,615
Volleyball			
Head Coach	3,870	3,870	3,870
Asst. Coach	2,742	2,742	2,742
Wrestling			
Head Coach	5,439	5,439	5,439
Asst. Coach	3,329	3,329	3,329
Intramurals	638	638	638
Cheerleading Advisor	1,030	1,030	1,030

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

BARRINGTON SCHOOL COMMITTEE

By: _____

NEA BARRINGTON

By: _____