

AGREEMENT BETWEEN

THE

BURRILLVILLE SCHOOL COMMITTEE

AND

BURRILLVILLE TEACHERS' ASSOCIATION

2017-2020

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PREAMBLE

Both the Burrillville School Committee and the Burrillville Teachers' Association recognize the importance of maintaining a sound educational system with high academic standards.

Together, we believe that this goal can be achieved through a dynamic and innovative curriculum, through the recruitment and retention of a dedicated faculty, and through the commitment to provide the material and technology support necessary to adapt our programs to an ever changing world.

Acknowledging the desire to nurture a genuine spirit of cooperation and respect among administrators, faculty, parents, the community at-large, and the children in our care, we agree that we have a common responsibility to promote the highest degree of quality education for the town of Burrillville, and together, we affirm our mutual interest in promoting the highest degree of academic achievement and extra-curricular excellence for our students.

ARTICLE I
RECOGNITION

- A. In accordance with the Teacher Arbitration Act of January 1, 1966, and as the result of an election that was held on October 5, 1966, Case #EE 1652, by the certified teaching personnel employed by the Burrillville Teachers' Association, as the exclusive representative of all certified professional employees of the Burrillville School System excluding all administrators, principals, directors, superintendent and assistant superintendent. Unless otherwise indicated, the employees in the above unit will be hereinafter referred to as "teachers".

- B. It is understood that the School Committee retains all rights in the determination and administration of school policy, the operation and management of the schools and the direction of employees, except as otherwise provided in this Agreement or under the General Laws of the State of Rhode Island.

ARTICLE II
MATERIALS AND SUPPLIES

- A. The Committee will provide sufficient materials/supplies to ensure effective teaching and learning.

- B. The Committee agrees that the following procedure will be used for materials and supplies review and replacement:
 - 1. A five (5) year curriculum cycle will be established for the curriculum materials/supplies review process:

 - 2. Each building principal will meet with faculty members to review curriculum materials/supplies and make recommendations to the Curriculum Director.

 - 3. Building level requests will be submitted to the Curriculum Director, who will review and prioritize per the District's strategic plan.

 - 4. By October 30th of each year, the Curriculum Director will recommend purchases to the Superintendent.

- C. The Committee will make the final decisions on curriculum materials and supplies. The Committee agrees to make a positive effort to act on the individual school's recommendations. The Committee will provide and maintain sufficient teaching equipment and supplies as needed in the school system within the financial capabilities of the community to do so. Should it become necessary to revise supply orders (due to budget cuts), teachers shall review their order accordingly. Supplies will be distributed during orientation day except under circumstances that are beyond the control of the Committee.

ARTICLE III **TEACHER EVALUATION**

- A. All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address or audio system, and similar surveillance devices shall be strictly prohibited. Teachers will be given a copy of any evaluation report prepared by their evaluator and will have the right to discuss such reports with their evaluator before they are submitted to central administration or put into their personnel files. The RIDE evaluation model will be adhered to.
- B. Complaints against teachers
1. Any complaints regarding a teacher made to the administration by anyone will be promptly called to the teacher's attention.
 2. Any meetings held subsequent to the complaint to discuss its substance shall be either informal or formal in nature. An informal meeting shall be one for which no formal complaint has been filed. A formal meeting shall be one for which a formal complaint has been filed. A formal complaint shall be defined as a written, signed complaint, or a recorded complaint in which the complainant is identified.
 3. If a formal meeting is held to discuss a formal complaint, the accused teacher shall be given dated, written notice of the impending meeting within two (2) school days of the administrator's receiving the complaint or at least forty-eight (48) hours in advance of the meeting. Said notice shall include the content of the complaint; the name of the complainant; the date, time and place of the meeting to discuss the complaint; and the notation that the accused teacher may be

accompanied by his/her union representative or legal counsel, at his/her own expense, if he/she so chooses.

4. The following are understood:
 - a. No anonymous material or informal complaints will be placed in a teacher's permanent file.
 - b. No teacher shall be disciplined, reprimanded, reduced in rank or compensation; or deprived of a professional advantage without just cause. Whether just cause exists in any case shall be subject to the grievance procedure. The dismissal of a teacher shall be governed by the General Laws of Rhode Island.

ARTICLE IV **TEACHER FILES**

- A. There shall be two (2) types of teacher's files, permanent and current. Permanent files shall be defined as those maintained by the Superintendent of Schools. Current files shall be those maintained by administrators other than the Superintendent.
- B. All permanent teacher files shall be maintained under the following circumstances:
 1. No material shall be placed in a teachers' file unless the teacher has been given an opportunity to read the material. The teacher shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with the content of the material. No person other than the Superintendent, Principal, Assistant Principal or designated administrative secretary shall have access to the materials in this file. Teachers shall have the opportunity to refute in writing within ten (10) school days any statement and have such statement attached to the material.
 2. Upon written request by the teacher to the Superintendent, an appointment shall be made at a mutually convenient time for the teacher to review his/her file. This appointment shall be arranged within two (2) work days following receipt of a written request, except in unusual circumstances.
 - a. The file will be read in the presence of one of the following: Superintendent, Principal, Assistant Principal or designated administrative secretary.

- b. The teacher and designated administrative secretary or administrator present during the review shall co-sign a note of inspection made out by the designated administrative secretary. This note shall be dated and shall be inserted in the teacher's file.
- C. All current teacher files shall be maintained under the following circumstances:
 - 1. The administrator may insert any material he/she deems appropriate into the teacher's file and the administrator must notify the teacher. The teacher may request in writing to the administrator to review his/her current file.
 - 2. No material will be retained in the file beyond August 30th of each year. By that date each item in the current file will have either been inserted in the teacher's permanent file or destroyed.
- D. The following are understood:
 - 1. All personnel files are the property of the Burrillville School Department.
 - 2. Upon written request by the teacher to the Superintendent, a copy of materials contained his/her file shall be furnished. The cost of reproduction of the material(s) shall be borne by the teacher.

ARTICLE V
PROMOTIONS

- A. Promotional positions and all newly created bargaining unit positions, including specialists and/or special projects teachers shall be filled pursuant to the following procedure:
 - 1. Such vacancies shall be adequately publicized, which shall mean, as a minimum, that a notice shall be posted in every school or emailed to all Teachers clearly setting forth a description of and the qualifications for the position, including the duties and salary. During the summer vacation, notices shall be distributed with such pay checks as are given out.
 - 2.a. Such notices shall be posted or emailed to all Teachers as far in advance as possible, ordinarily at least thirty (30) days before the final date when applications must be submitted.
 - 2.b. In the event that the vacant position must be filled sooner than thirty (30) days the Administration shall notify teachers of a vacancy notice by posting in the faculty lounge or emailing to all Teachers. Said notice will specify the time

limit setup for applications for the position and shall be posted under this subsection for a period of not less than six (6) days, unless waived by mutual agreement.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her authorized agent within the time limit specified in the notice.
 4. Such vacancies shall be filled on the basis of qualification for the vacant post, provided, however, that where two (2) or more applicants are equally qualified in every respect, seniority in the Burrillville School System shall be a major consideration. All position specifications will be made a matter of public record.
 5. This procedure may be waived in case of emergency.
- B. Promotional positions are defined as follows: Bargaining unit positions paying a salary differential. Vacancies shall be defined as the availability of a position caused by the death, resignation, retirement, promotion, discharge, creation of a new position or transfer.
- C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex, marital status, disability, sexual orientation, association membership or participation in association activities.
- D. New reassignments as a result of the elimination of positions covered under this Article shall not be made without giving reasonable notice to the President of the Association and the affected teachers.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

- A. 1. The official maximum length of the school day shall be six (6) hours and forty-five (45) consecutive minutes.
- A. 2. Teachers on classroom teachers' schedule shall be required to report to their respective rooms fifteen (15) minutes before the start of the students' school day and shall be required to remain no longer than thirty (30) minutes after the end of the students' school day subject to the provisions in A.3 below. The total amount of aggregate after-school time shall not exceed one hundred fifty (150) minutes per week, except as provided in paragraph B.1 below.

- A. 3. The Committee and the Association recognize and agree that the teachers' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day, but that the teachers are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system. Deviations from the provisions of Section A.2. may occur when specifically authorized by another explicit term of this agreement or when occasioned by an act of God or other unforeseeable circumstance or when reasonably addressed to the protection of the health, safety and welfare of the students or the property of the school system.

- B. The working year for teachers shall be one hundred eighty (180) days. In addition there will be:
 - 1.a. One (1) orientation day of four hours and 45 consecutive minutes at the beginning of the school year. The Committee will ratably pay each teacher on a per diem basis for the four hour and forty-five minute orientation day. In the event that a teacher is unable to attend the orientation day, then that person's sick or personal time shall be charged 5/7 of a day.

 - 1.b. One (1) special day at the close of the school year reserved for and by those individual teachers whose pupil records or classroom reports still have to be completed.

 - 1.c. Two (2) parent/teacher conferences totaling six (6) hours in duration, at times and days to be mutually agreed upon by the Committee and the Association. The Committee will ratably pay each teacher on a per diem basis for the two parent/teacher conferences. The total payment for these two parent/teacher conferences combined shall equal one per diem day at the teacher's applicable step basic salary. In the event that a teacher is unable to attend a parent/teacher conference day, then that person's sick or personal time shall be charged appropriately, up to one (1) full day.

 - 1.d. One (1) fall open house of two hours in duration within three weeks of the opening of school. The Committee will ratably pay each teacher on a per diem basis for the two hour fall open house. In the event that a teacher is unable to attend the open house, then that person's sick or personal time shall be charged 2/7 of a day. The total payment for the orientation day referred to in Section B(1)(a) and the within fall open house shall equal one per diem day at the teacher's applicable step basic salary.

- 1.e. Two (2) additional school days for in service/professional development purposes. School Committee will determine the calendar. Pay shall be pro-rata per diem based on base step salary. The Association will have input into the content and scheduling. The days will be considered “mandatory”. (Only using a sick or personal day will release a teacher from attending.) If the first in-service/professional development day occurs at the start of the school year, it shall immediately precede or follow the Orientation Day. In-service/professional development days shall not be scheduled in the last week of the school year.
 - 1.f. It is also understood that the aforesaid parent/teacher conferences do not negate the responsibility of the teachers to meet with parents at any other time during the year at the request of the parents.
 - 1.g. One faculty meeting per academic quarter of not more than forty-six (46) minutes in length. The scheduled meetings shall occur immediately before or after the teachers’ regularly scheduled work day. Teachers will be notified of the dates and times of the meetings by August 1st. In the event that a meeting has to be cancelled due to inclement weather, it will be re-scheduled for the same day and time one week later. The meetings cannot be used for curriculum work or any other work for which teachers could normally receive compensation. Teacher attendance at all other meetings deemed mandatory or required shall be paid to the teacher at the applicable rate.
- B. 2.a. All teachers may be required to attend orientation sessions or In-service sessions involving teaching methods, or meetings with teaching consultants. The Committee agrees to pay all session expenses incurred. In addition, mileage will be paid at the prevailing federal rate as adjusted by the Federal Government from time to time.

Having the teacher in the classroom, with their students, is the primary and preferred method for delivery of instruction to students. Therefore, efforts should be made to minimize teachers being out of their classrooms for professional development activities.

- B. 2.b. The one hundred fifty (150) aggregate after-school minutes per normal work week referred to in A.2 of this Article shall be used for all meetings and in-service sessions. This after-school time is within the limits of A.1 and is specifically meant to cover teacher time obligations found in Sections A.3, B.2.b and C. of this Article. Work weeks including fewer than five (5) days shall result in a proration of the one hundred fifty (150) aggregate after-school minutes required of teachers. Administration may utilize this time in any number of blocks of time between thirty (30) and one hundred fifty (150)

minutes. However, teachers shall receive two (2) days advance notice if any meeting is expected to last longer than thirty (30) minutes and administration may not utilize any of this time in conflict with A.2 of the Article.

- B. 3. By mutual agreement arrangements shall be made for additional compensation for any extra assigned work performed by a teacher beyond the required work year specified in Article VI.B.1. Compensation will be at the daily prorated salary for the time required.

- C. Teachers will be required to attend the following meetings:
 - 1. General staff meetings or other meetings called by the Superintendent of Schools.
 - 2. Building meetings called by the Principal of each school.
 - 3. Department meetings or special groups as authorized by the Superintendent of Schools.
 - 4. Two (2) one (1) hour monthly meetings for Department Leaders, to be held outside the normal school day.

- D. 1.a. All High School teachers (grade 9-12) shall, in addition to their lunch period, have one (1) unassigned period per day of not less than forty-six (46) minutes in length. The total amount of unassigned time shall not be less than two hundred thirty (230) minutes/week.

- 1.b. All Middle School teachers shall in addition to their lunch period have one (1) unassigned period per day equal to fifty (50) minutes. The total amount of unassigned time shall not be less than two hundred fifty (250) minutes/week.

- 1.c. All Elementary School teachers (grades 2-5) shall in addition to their lunch period, have one (1) unassigned period per day of not less than forty-six (46) minutes in length. The total amount of unassigned time shall not be less than two hundred thirty (230) minutes per week. Some of this unassigned time will be provided by instruction in specialty areas.

- 1d. All Grade 1 and All-Day K teachers shall, in addition to their lunch period, have not less than two hundred thirty (230) minutes of unassigned time per week in five (5) daily blocks of not less than forty (40) minutes in length and one (1) additional block of not less than thirty (30) minutes in length. Some of this unassigned time will be provided by instruction in specialty areas.

- 1.e. All Early Childhood teachers (Pre-K/Half-Day K) shall, in addition to their lunch period, have not less than two hundred thirty (230) minutes of unassigned time per week in daily blocks of not less than thirty (30) minutes in length. Some of this unassigned time will be provided by instruction in specialty areas.
- 2.a. Compensation will be paid, as specified in the Appendix of this Agreement, for every period of unassigned time lost due to the absence of a classroom or itinerant teachers. Compensation for loss of unassigned time will be in accordance with the Appendix of this agreement
- 2.b. As long as the A.T. Levy School continues to operate as an early child learning center in its present configuration, the following class coverage procedures will apply:
 - 2.b.1. The Administration has the right to redistribute students to classes within the same grade level. There will be no more than five (5) students per grade level distributed. This Paragraph shall not apply to preschool classes.
 - D. 2.b.2. The distribution reference in Paragraph D.2.b shall be performed on the following basis:

The Principal shall ask for volunteers among teachers in the effected grade level; if this produces insufficient volunteers, the Principal shall establish a rotating list of teachers based upon inverse seniority.
 - 2.b.3 Any student redistributed will be reconstituted into their normal class for purposes of special services. Special services include Physical Education, Art, Music, Library, and Health.
 - 2.b.4. If a specialist teacher (defined as a teacher who has been hired to teach a special service) is absent, upon request of the administration, another specialist teacher may volunteer to fill the open position using their unassigned time. In this case, the substitute specialist teacher will teach their own particular specialty service or the specialty of the regular specialist teacher.
 - 2.b.5. In the situation where an absence occurs in preschool and, if there is concurrently a teacher absent from a kindergarten and/or a first grade, any substitute obtained will fill the preschool absence first.
 - 2.b.6. If a problem develops with the implementation of the plan, the Union Representative shall meet with the Principal to attempt to resolve the same.

- E. All school teachers shall have a duty-free lunch period of the same length as their students' lunch period except in an emergency.
- F. 1. It is agreed and understood that every reasonable effort will be made to obtain substitute teachers for absent teachers.
- F. 2. An elementary teacher who is denied preparation time because of the absence of classroom itinerant teachers and who teaches during said preparation time shall be compensated as stated in the Appendix of the Agreement. For the purposes of all portions of this section (Section F) teaching shall be defined as presentation of lesson material for at least thirty-five (35) of the fifty (50) minutes. It is understood and agreed that the administration of a test or holding of a study session does not constitute teaching as defined in this Section (Section F).
- F. 3.a. Middle School and High School Classroom teachers shall not be assigned more than 1,150 minutes of instructional time per week exclusive of S.C.O.R.E. and duty periods at the Middle School and exclusive of duty periods at the High School. It is agreed that the S.C.O.R.E. period is a non-teaching duty for regular education teachers.
- F. 3.b. All Middle School and High School Special Area Teachers (Music, Health/Physical Education, Art, Industrial Arts, Technology Education, Computer Education, Culinary Arts, Baking, Home Economics, or Family and Consumer Science) shall not be assigned more than 1,150 minutes of instructional time per week at the High School and 1,250 minutes of instructional time at the Middle School except with the teacher's consent and for the extra compensation of 1/25 of the first step of the basic salary schedule for each additional period taught per year or a prorated sum for that part of the year he/she teaches. The itinerant teachers shall have the opportunity to provide input relative to the scheduling of special area classes.
- F. 4. If any qualified member of the teaching staff agrees to teach an extra class on a full-time yearly basis in addition to the teaching periods as specified in Article VI, he/she shall be awarded a stipend equal to one-fifth (1/5) the amount of the first step on the teachers' Basic Salary or a prorated sum for that part of the year that he/she teaches.
- G. 1.a Middle School and High School teachers shall not be required to teach more than two (2) subject areas and shall not be required to have more than three (3) preparations. Handwriting, spelling, reading and English will be considered part of the Language Arts Curriculum in the 6th grade.

- 1.b A tenured teacher may volunteer to accept one (1) additional preparation, if, and only if, there have not been any staff reductions in his/her area of concentration/department since the prior academic year, and there are no staff reduction(s) anticipated in his/her area of concentration/department for the subsequent academic year.

- G. 2. Department Leaders will remain an extra thirty (30) minutes after school each day to complete their additional duties, however, the aggregate one hundred fifty (150) minutes accumulated in this fashion may be distributed according to a mutually agreed upon different schedule if a different distribution of time would be advantageous to the Department. The Principal and Department Leaders are the individuals who must agree upon a different distribution of time. Department Leaders must submit written quarterly reports to the Principal concerning their utilization of their extra time.

- H. Teachers may be permitted to leave the building during their unassigned period at the discretion of the Principal.

- I. When a teacher in a special subject area is in charge of an elementary school teacher's class, the regular teacher may leave the classroom.

- J. Teacher participation in extra-curricular activities will be voluntary on a yearly basis.

- K. 1. A uniform check-in system shall be maintained in all schools and building principals will submit monthly reports to the Business Office on teacher absences and tardiness.

- K. 2. Frequent tardiness shall be addressed appropriately by the Building Principals and/or the Superintendent.

- L. Every teacher, including guidance personnel, shall be afforded the opportunity to visit some other teacher's class for an entire period at least once every quarter. Such class visitations shall take place during the visiting teacher's preparation period.

- M. When an elementary school principal is not in the building for at least one-half (1/2) school day, one (1) teacher shall be designated "Administrative Intern". An Administrative Intern shall assume the routine daily tasks of the principal, but shall not be deemed as acting principal and shall not evaluate or in any other manner exercise supervisory functions over other teachers.

It is hereby agreed and understood that should an elementary school principal be absent from his school for an entire day or longer, a substitute shall be retained in order to relieve the duly-appointed Administrative Intern of his/her classroom responsibilities. Further, during short-term absences of an elementary school principal (less than a full day) the Administrative Intern shall not be interrupted in the performance of his/her classroom duties except in cases that require immediate attention.

- N. Teachers shall keep on file daily activity plans with the Principal for use by substitutes in the event of absence from class. These activity plans shall cover a period of no less than three (3) school days and shall be updated periodically as reasonably required by the Principal.

ARTICLE VII

CLASS SIZE

- A. 1.a. The K-12 regular class size will be approximately twenty-five (25) students and shall range from twenty-one (21) to twenty-seven (27) students. If new students move into Burrillville and enroll in the Burrillville School System after October 20th, class size may be increased to no more than twenty-nine (29) students. The School Committee has the option of offering a class with fewer than twenty-one (21) students enrolled. Band, chorus and physical education classes shall be exempt from this section. The Committee agrees not to place students in inappropriate divisions in order to maintain class size within the limits of this section. The Burrillville School Committee shall seek to ensure an appropriately safe environment in Physical Education classes.

The K-2 regular class size will be a maximum of twenty-three (23) students and the 3-12 class size will be a maximum of twenty-seven (27) students. If new students move into Burrillville and enroll in the Burrillville School System after October 20th, class size may be increased to no more than twenty-five (25) students for K-2 and twenty-eight (28) students for 3-12.

As of the School Year 2018-2019

The K-2 regular class size will be a maximum of twenty-two (22) students and the 3-5 class size will be a maximum of twenty-six (26) students. Class size for 6-12 will be a maximum of twenty-seven (27) students. If new students move

into Burrillville and enroll in the Burrillville School System after October 20th, class size may be increased to no more than twenty-three (23) students for K-2, twenty-seven (27) students for grades 3-5, and twenty-eight (28) students for 6-12.

The School Committee has the option of offering a class with fewer than twenty-one (21) students enrolled. Band, chorus and physical education classes shall be exempt from this section. The Committee agrees not to place students in inappropriate divisions in order to maintain class size within the limits of this section. The Burrillville School Committee shall seek to ensure an appropriately safe environment in Physical Education classes.

- A. 1.b. If it is necessary for a teacher to have more than twenty-seven (27) students, the Committee agrees to compensate each teacher who has more than twenty-seven (27) students in any class or class Section as follows:

For day-long class assignment: 1/28 of his/her daily rate of pay for each pupil above twenty-seven (27) for each day the pupil is assigned to the teacher.

For partial-day class section assignment: 1/6 of 1/28 of his/her daily rate of pay for each pupil above twenty-seven (27) for each day the pupil is assigned to the teacher.

As of the School Year 2018-2019

If it is necessary for a K-2 teacher to have more than 22 students, a 3-5 teacher to have more than 26 students, or a 6-12 teacher to have more than 27 students, the committee agrees to compensate each teacher as follows:

For day-long class assignment: K-2, 1/22; 3-5 1/26; 6-12 1/27 of his/her daily rate of pay for each pupil above K-2, 22; 3-5, 26; 6-12, 27 for each day the pupil is assigned to the teacher.

For partial-day class section assignment: K-2 1/6 of 1/22; 3-5 1/6 of 1/26; 6-12 1/6 of 1/27 if his/her daily rate of pay for each pupil above K-2, 22; 3-5, 26; 6-12, 27 for each day the pupil is assigned to the teacher.

- A. 2. The Administration will seek to equitably distribute students with behavioral and/or academic IEP's or 504 plans in the same grade levels and/or subject matter at a particular site.
- A. 3. The Committee and the Association agree that the maximum number of students to be assigned to any one English teacher shall not exceed a total of one hundred and twenty-five (125). The Committee and the Association also agree that the maximum number of students to be assigned to all other teachers shall not exceed one hundred and thirty-five (135).
- A. 4. Definition of a Work Station.
In the special areas, a work station shall be defined as a table or bench which is equipped to serve the basic needs of the student performing adequately and safely in the particular classroom. The number of stations in these special areas may be increased by mutual consent of the particular area teacher and the administration.
- In any event, no such class shall exceed twenty-five 25 students, except in classes where the health and safety of the students and the teacher are of an immediate concern. In classrooms where there is an immediate concern for the health and safety of the students and the teacher, the class size shall not exceed twenty (20) students. The department leader(s) of the Special Areas will meet with the building administrator to determine those classes that will not exceed twenty (20) students. Special areas are defined for this purpose as the following classes: Family and Consumer Science, Industrial Arts, Technology Education, Computer and Art.
- In addition, every effort will be made to reduce the size of Physical Education classes during the Project Adventure Ropes Unit in order to ensure a properly safe environment. However, this will be accomplished only if it does not require hiring additional health/physical education teachers for this purpose, (i.e., exclusive of increased student enrollment within the buildings).
- A. 5. Teachers may attend an evaluation team or IEP meeting which is being held for the purpose of determining eligibility and programming for the special education student. The Administration shall notify said teachers of the time and place of the evaluation or IEP meeting, schedule said meetings at a convenient time, and provide coverage for teachers attending. Every effort will be made not to schedule an IEP or evaluation meeting during unassigned times.
- A. 6. In the event that a Middle School or High School teacher is absent and the administration has been unable to retain a substitute teacher, those students may

be placed in an enrichment class provided that the combined total of the two (2) classes does not exceed twenty-seven (27) students, physically present for that day and period. If the combined total exceeds twenty-seven (27) students, the enrichment teacher will be paid in accordance with the class coverage rate in the Appendix of this Agreement.

ARTICLE VIII **SALARIES**

- A. The salaries of all persons covered by this Agreement are set forth in Appendix A. The Teachers' Basic Schedule, which is attached hereto and made a part thereof.
- B. 1. All persons on the Teachers' Salary Schedule will be paid in twenty-six (26) equal installments to coincide with the school year, twenty-one (21) equal installments or twenty-one (21) equal installments plus a twenty-second (22) lump sum payment equal to the remaining salary by June 30th.

Teachers shall receive an election of salary payment form annually to be submitted to the business office prior to June 1st if the teacher elects to change his/her salary schedule for the following school year.

- B. 2. For the duration of this contract, the dates of paydays will be as jointly specified by the School Committee and the Burrillville Teachers' Association.

ARTICLE IX **NON-TEACHING DUTIES**

- A. The Committee and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, teachers shall not perform the following non-teaching duties:

- (1) correcting standardized tests;
- (2) calculating attendance records with the exception of those teachers who shall have appropriate release time for those duties,
- (3) collection of money of any type;
- (4) the recording of lunch selection and/or distribution of lunch tokens.

Items 3 and 4 will only be implemented provided that no additional personnel need to be hired and no additional expense to the district is incurred.

- B. The Committee agrees to attempt to eliminate the non-teaching duties above; however, the supervision of playgrounds, recess periods (excluding before and after school recess), cafeterias, buses and other related responsibilities shall be performed by teachers or trained personnel until money is available to hire additional trained personnel to perform these duties.
- C. The nature and level of non-teaching duties shall not be expanded. New non-teaching duties will not be assigned unless collaboratively agreed upon by the administrator(s) and the BTA.
- D. Homeroom assignments shall be distributed in a fair and equitable manner to all bargaining unit members.
- E. All duties shall be distributed in a fair and equitable manner to all bargaining unit members.
- F. Professional Activities Period:
 - 1. Teachers may volunteer to be relieved of their regular supervisory duties period in order to engage in a professional activities period. The professional activities period will be regularly scheduled and teachers may choose from a menu of activities mutually generated and approved by both the administration and Association. If a teacher chooses not to participate in the professional activities period, he/she will inform their building administrator by June 15th for the following school year, and he/she will be scheduled exclusively for regular supervisory duties.
 - 2. The menu of activities can be modified from time to time as deemed necessary so long as both parties agree to the addition or deletion of an activity from the menu.
 - 3. A teacher will report the use of his/her professional activities period to the administration on a monthly basis. The report form will be generated by the administration, and it will be approved by the Association.
 - 4. Teacher participation is purely voluntary, and a teacher may opt for a regular supervisory duty assignment at any time.
 - 5.a. In grades 6-12, the professional activities period will be provided not less than once (1) per week/cycle in periods of not less than forty six (46) minutes in length.

- 5.b. In grades Pre-K-5, the professional activities period will be provided not less than twice (2) per month in periods of not less than forty six (46) minutes in length.
6. The administration reserves the right to utilize one (1) professional activities period per year in order to provide classroom coverage for an absent teacher when they have failed to retain a substitute teacher.
7. The professional activities period cannot be used for stipendiary work.
8. Principals/administrators may utilize one (1) professional activities period per month for a grade level, subject area, department or principal meeting.
9. Both the Committee and the Association recognize the importance of a professional activities period to improve the quality of instruction and to nurture academic excellence in our students. Both parties will strive to expand the opportunities for professional activities periods for all teachers and will expand the number of professional activities periods when possible.
10. Digital Portfolio is recognized as a professional activity period in accordance with Appendix C with the following modification: (a) two (2) periods per six (6) day cycle are to be used for activities directly relating to Digital Portfolio; and (b) Digital Portfolio reviews or activities during the exam time frame will be limited to an “as needed” basis and rotated among Teachers to equitably distribute reviews/activities among Teachers consistent with the educational needs of the students.

ARTICLE X
VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. 1. No later than June 1st of each school year, the Administration shall post in all school buildings a list of the known vacancies which will occur during the following school year. Vacancies shall be defined as the availability of a position caused by the death, resignation, retirement, promotion, discharge, creation of a new position or transfer.

When a vacancy occurs during the school year, the administration shall post the position within 30 days. The administration shall recommend and the school committee shall make an appointment for the position promptly. However, the position shall not be filled until the beginning of the following school year

unless the vacancy occurs before October 1st of the school year or the teacher defers until the next school year.

- A. 2. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the Superintendent, not later than June 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred, in order of preferences. If positions become available after June 1st, reapplication for posted positions will be accepted.
- A. 3. New reassignments as a result of the elimination of positions covered under this Article shall not be made without giving reasonable notice to the President and affected teachers.
- A. 4. Except in an emergency situation, vacancies shall be posted in all school buildings two (2) weeks before the position is offered outside the school system. No assignments of new teachers in the school system shall be made until all pending requests for reassignment or transfer have been acted on in those particular areas and/or grades.
- A. 5. The Superintendent shall make available to the Association requested information pertaining to individual reassignments and/or transfers, if this information does not abridge a teacher's rights or personal wishes.
- B. In the determination of requests for voluntary reassignments and/or transfer, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements and the best interest of the school system. If more than one teacher has applied for the same position, the teacher best qualified for the position shall be appointed and all qualifications being equal, the most senior teacher will be transferred.

ARTICLE XI

INVOLUNTARY TRANSFERS AND ASSIGNMENTS

The Committee and the Association recognize that some involuntary transfers of teachers from one school to another or reassignments within a school are unavoidable. They also recognize that under normal circumstances transfer or reassignment of teachers should be held to a minimum. Therefore, they agree as follows:

- A. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practicable and, under normal circumstances, not later than June 15th.
- B. A teacher's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Burrillville School System will be considered in determining which teacher is to be transferred or reassigned. All things being equal, the least senior teacher shall be involuntarily transferred.
- C. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent at which time the teacher will be notified in writing of the reasons therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Association will be notified and the Superintendent will meet with the Association's representative to discuss the matter.
- D. Openings in the school system will be discussed with the teachers being involuntarily transferred or reassigned. Such teachers may request the positions to which they desire to be transferred. Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment under Article X. In consideration of involuntary transfers, those best qualified for a particular position shall receive priority, and all qualifications being equal, the least senior teacher will be involuntarily transferred.
- E. The Superintendent or building principal shall make available to the Association requested information pertaining to individual reassignments and/or transfers, if this information does not violate a teacher's rights or personal wishes.
- F. New reassignments as a result of the elimination of positions covered under this Article shall not be made without giving reasonable notice to the President and affected teachers.

ARTICLE XII
TEACHER SCHEDULES

- A. Except under unusual circumstances teachers will be notified no later than July 31st of any change in their programs and schedules for the ensuing school year. This includes the school to which they are assigned, the grades and/or subject that they will teach, their tentative classroom assignment, and any special or unusual courses or assignments that they will have. Except under unusual circumstances teachers will be notified no later than August 15th of their duty schedule and of the dates and times of the quarterly faculty meetings for the ensuing school year. Building teaching and duty schedules will be made available for review by the BTA president, or their representative two weeks prior to their distribution to the faculty.

- B. In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable. They will be reimbursed for any daily inter-school travel at the prevailing federal rate as adjusted by the Federal Government from time to time per mile based on the mileage charge below:

	<u>Round Trip</u>	<u>One Way</u>
From the High School to:		
Austin T. Levy School	*2.4 miles	1.4 miles
William L. Callahan	*3.2 miles	1.8 miles
Steere Farm Elementary	*6.4 miles	3.5 miles
Middle School	*6.8 miles	3.0 miles
From the Austin T. Levy School to:		
William L. Callahan	1.2 miles	.6 miles
Steere Farm Elementary	4.0 miles	2.0 miles
Middle School	7.2 miles	3.6 miles
High School	*2.4 miles	1.0 miles
From the William L. Callahan School to:		
Austin T. Levy School	1.2 miles	.6 miles
Steere Farm Elementary	5.2 miles	2.6 miles
Middle School	8.0 miles	4.0 miles
High School	*3.2 miles	1.4 miles
From the Steere Farm Elementary:		
Austin T. Levy School	4.0 miles	2.0 miles
William L. Callahan School	5.2 miles	2.6 miles
Middle School	9.8 miles	4.9 miles
High School	*6.4 miles	2.9 miles
From Middle School to:		
Austin T. Levy School	7.2 miles	3.6 miles
Steere Farm Elementary	9.8 miles	4.9 miles
William L. Callahan	8.0 miles	4.0 miles
High School	*5.8 miles	2.8 miles

*Round Trip computations for trips involving the High School reflect mileage differentials between routes of entry and exit.

- C. Teacher assignments and transfers shall be made without regard to age, creed, color, religion, nationality, sex, disability, sexual orientation or marital status.
- D. Nurses shall be reimbursed for their travel expenses during the school day (but not for expenses incurred in commuting to and from school) at the prevailing federal rate as adjusted by the Federal Government from time to time.

ARTICLE XIII
ABSENCE AND LEAVES

A. ABSENCE DUE TO PERSONAL ILLNESS

- 1. Professionally certified personnel, while employed by the Burrillville School Department, shall be granted full pay for fifteen (15) working days per school year for personal illness or in the case of illness in the immediate family (father, mother, brother, sister, son daughter, husband, wife and other relative with whom the teacher may be living or cohabitant). Sick leave may not be used for any reason other than sickness unless otherwise provided in this Agreement.

In any year, the fifteen (15) days granted shall be used prior to an employee having to use accumulated sick leave, and shall not be factored into the maximum accumulation until the end of the year.

- 2. The school year for professional personnel for salary purposes shall be that period of time extending from the in-service/first professional development day referred to in Article VI, Section B.1. through June 30 of the following year.

- 3.a. The fifteen (15) days per year for sick leave shall be cumulative to a maximum of one hundred and fifty (150) days.

Effective September, 2014 and only with respect to sick days accrued after that date, the maximum number of accrued sick days shall not exceed one hundred and fifty (150) days.

- 3.b. Under unusual circumstances of hardship the Committee may grant additional sick leave days with compensation.
- 3.c. In the event that a teacher takes an unpaid leave, parental leave or sabbatical leave and he/she has exhausted his/her annual sick leave days that were granted

at the beginning of the year, a pro-rated (on a quarterly basis) portion of those days will be deducted from his/her following year's allocation of sick days.

4. The Business Administrator's Office shall notify each teacher as to the number of sick leave days accumulated and/or used by October 15th of the new school year.
- 5.a. The Superintendent may require a teacher to present a certificate from a physician of the Committee's own choice for absence or illness exceeding five (5) days. If the Superintendent has reason to believe that the sick leave provision is being abused, then the five (5) days do not have to be consecutive.

The Committee reserves the right to require an examination of a teacher by a physician of his/her own choice in case of prolonged or chronic illness or absence. The Committee will pay the physician's fee in the event of certified illness if the Committee should require an examination under the "non-consecutive" clause.

- 5.b. Except in emergencies, or when it is not possible to get an appointment with a doctor or health agency outside of school time, a teacher shall not schedule doctor appointments during a school day. Should it become necessary under the conditions mentioned that a teacher must have an appointment during school time, he/she shall, as soon as the appointment is confirmed, notify his/her principal so that appropriate arrangements for class coverage can be made.
6. In the event of a long term of absence or illness (more than ten (10) consecutive school days) of a member of the certified staff, and in the event that no certified substitute is available, a teacher who is qualified and volunteers to teach in this area and who teaches these classes on a regular basis, preparing regular lessons and checking class work, will be compensated at a ratio of 1/6 of his/her regular day's pay, retroactive to the day he/she began teaching the class.
7. In case a member of the certified staff resigns and no certified replacement is available, the above compensatory formula in Section 6 will be applied.

B. ABSENCES DUE TO ILLNESS OR DEATH IN FAMILY

1. A one (1) year leave of absence without pay or increment shall be granted upon request for serious illness in the immediate family. A teacher receiving such leave shall be afforded the opportunity to continue health benefit coverage at his/her own expense. Premiums due to the School Department for continued health coverage shall be paid by the teacher on or before the first day of each month. Failure by the teacher to pay premiums when due shall result in the

cancellation of coverage. Upon return, the teacher shall be assigned a position within his/her area of certification.

2. As required by General Laws 28-48 (Parental Leave) every teacher who has been employed by the Burrillville School Department for twelve (12) consecutive months shall be entitled, upon thirty (30) days advance notice in writing (unless prevented by medical emergency) to the School Committee, to thirteen (13) consecutive weeks of parental leave without pay in any two (2) calendar years to attend to a seriously ill child (as defined by General Laws 28-48-1 (e) a seriously ill child means "a child under the age of eighteen (18) years who by reason of an accident, disease or condition (1) is in imminent danger of death or (2) faces hospitalization involving an organ transplant, limb amputation or such other procedure of similar severity as shall be determined through regulation by the Director of Labor in consultation with the Director of Health."). As required by General Laws 28-48 (Parental Leave) the School Committee will maintain any existing health benefits in force on the first thirteen (13) weeks of parental leave to care for a seriously ill child. Furthermore, in accordance with General laws 28-48-3 a teacher electing parental leave to attend a seriously ill child shall pay the School Department a sum equal to the premium required to maintain the teachers' health benefits in force during the first thirteen (13) consecutive work weeks of parental leave.

The School Department shall return such payment to the teacher within ten (10) days following his or her return to employment, but in the event a teacher shall fail to return to employment, such amount shall be forfeited.

3. In case of death in the immediate family (father, mother, brother, sister, son, daughter, grandchild, affianced, husband, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, wife or person with whom the teacher may then be living) a regular teacher shall be allowed four (4) days with full pay, if these four teaching days immediately follow the death of the person concerned, and for other relatives (grandparents, uncles, aunts, first cousins, nieces, and nephews,) the teacher shall be allowed the day of the funeral with full pay. The above regulations shall apply equally to relatives whether by blood or marriage, but no allowances with pay shall be granted for days previous to that on which the death occurs. Such absence shall not be deducted from sick leave.

Additional unpaid bereavement days will not be unreasonably denied.

C. LEAVE WITHOUT PAY

Upon request of the teacher, the School Committee shall grant professional personnel one (1) year's leave of absence without pay or increment. A teacher electing this leave agrees to the following conditions:

1. Five (5) complete years of service in the Burrillville School System.
2. Give notice of intention to take such leave by May 1st of the year prior to the school year in which he/she intends to take the leave. Such leave shall coincide with the school year as defined in Article XIII, Section A.2.
3. Give notice of intention to return by May 1st of the year prior to the school year in which he/she intends to return. If such return notice is not submitted on time, the Committee has the right to refuse employment to the teacher taking leave under this Article.
4. A teacher on leave under this section shall return to his/her same position if that position has not been terminated. If the same position has been terminated, he/she shall be assigned to a comparable position within his/her area of certification.
5. Any teacher taking leave under this Article shall qualify to the same preferential group rates as found in Article XV, D.1. of the Contract.

D. MILITARY LEAVE

1. When requested, the School Committee shall grant a professionally employed person a military leave of absence for training not to exceed ten (10) school days. The person will be compensated, by the School Committee, the difference between the military pay and regular school pay, so that the military pay plus the difference will equal the regular pay that person would receive. It is understood that if a choice of dates for said basic training is available, the person being granted the leave shall choose dates that will least conflict with the normal school schedule.
2. Other types of required military service with a maximum of up to ten (10) days shall be granted by the Committee with the above compensation formula to be put in effect.

ARTICLE XIV
TEMPORARY LEAVES OF ABSENCE

- A. 1. Upon twenty-four (24) hours written notification to the Building Principal, a teacher shall be entitled to a maximum of two (2) days temporary leaves of absence pay each school year. However, no personal days shall be granted on a school day before a holiday or on the first school day after a holiday except under unusual circumstances. (Holidays are defined to include school vacations, but to exclude Saturdays and Sundays per se, i.e. when there is no holiday or school vacation on the Friday preceding or the Monday after a weekend)

- A. 2. In an emergency the Building Principal may suspend the requirement that the teacher provide twenty-four (24) hours advance notification. In such instance, written notification of the nature of the emergency will be provided to the Building Principal by the teacher within three (3) working days of the teacher's return to work.

- A. 3. Teachers may be allowed additional time off for other personal reasons when such reasons are considered valid by the Superintendent.

- B. With the approval of the Superintendent, teachers may receive the following temporary leaves of absence with pay each school year:
 - 1. The Superintendent may grant a maximum of two (2) days leave to a teacher for the purpose of visiting other schools.

 - 2. The Superintendent, with the consent of the School Committee, may grant one (1) or two (2) days temporary leave to a teacher to attend on educational conference. (A written report of the conference or visitation shall be submitted to the Superintendent with copies to the School Committee.)

 - 3. Three (3) days leave for religious holidays.

 - 4. The time necessary for appearance in any legal proceeding if the teacher is required by law to attend.

 - 5. Jury Duty. The Committee will continue to pay as herein provided any teacher who is called to perform his/her civic duty as a juror. Such teachers shall pay over to the Committee any jury pay received.

6. A teacher may elect to take a one (1) day leave without pay with a two (2) week notice to the Superintendent. In the event of an emergency or an unusual circumstance the time frame for notification may be shortened or waived.

A teacher may not take the above day in conjunction with a personal day nor the day before a vacation including three (3) day weekends.

Neither the unpaid nor personal days referred to in Article XIV, Section A.1. shall be taken the day before a vacation including three (3) day weekends.

- C. Additional leave without pay may be granted with the consent of the Superintendent and the School Committee.

ARTICLE XV

EXTENDED LEAVES OF ABSENCE

- A. The Committee agrees that one (1) teacher who has served for at least three (3) years in the Burrillville School Department and who is designated by the Association may, upon request, be granted a leave of absence for up to one (1) year without pay or increment for the purpose of engaging in association (Local, state or national) activities. The leave may be initiated only within the period of this agreement, and must normally be requested in writing by May 1st.
 1. Such leave shall coincide with the school year as defined in Article XIII, Section A.2.
 2. Upon return from such leave the teacher will be placed on the appropriate step of the salary schedule. By May 1st of his/her leave year, the teacher must notify the Burrillville School Department in writing whether or not he/she will return. If such return notice is not submitted on time, the Committee has the right to refuse employment to the teacher taking leave under this Article.
- B. A one (1) or two (2) year leave of absence, without pay, may be granted to teachers who join the Peace Corps or VISTA to serve as exchange teachers and who are full-time participants in either of such programs and who have completed at least three (3) years of teaching service in the Burrillville School Department. By February 15 of the leave year, the teacher must submit written notification to the Superintendent concerning his/her intentions to return to the Burrillville School Department. Upon such return from such leave, a teacher may be considered as if he/she were actively employed by the Committee during the leave, and will be placed on a salary schedule at the level he/she would have achieved if he/she had not been on leave. If such return notice is not submitted on time, the committee has the right to refuse employment to the teacher taking leave under this Article.

- C. Military leave will be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence up to a maximum of two (2) years.

If a teacher intends to enlist, that teacher must notify the Superintendent of his/her enlistment as soon as possible.

- D. An employee who becomes pregnant may elect to continue her regular duties until the time of her delivery, providing her physician has found her to be in good physical and emotional health (to extent provided by applicable State and Federal laws or temporary disability or both).

In order to provide for the uninterrupted education of the students in a teacher's classes, said teacher shall notify the Superintendent in writing at least three (3) months prior to her anticipated date of departure and of the expected date of her return. The pregnant employee may select parental leave to the extent provided by applicable State and Federal Laws or temporary disability or both.

- D. 1. Parental Leave.

A teacher by reason of the birth of a child or adoption of a child under the age of sixteen (16) years, by said teacher or by said teacher's spouse, shall be entitled to elect parental leave for up to one (1) year after the birth or placement with the teacher in connection with adoption proceedings. Parental leave shall be without pay or increment. A teacher electing parental leave must notify the School Committee in writing at least thirty (30) days prior to the commencement of the leave. The teacher must return at the beginning of the school year in September. If the teacher commences parental leave after January 1 of any year, the teacher may take such parental leave in excess of one (1) year in order to provide for a return at the beginning of the school year in September of the following calendar year. A teacher electing this option shall notify the Superintendent in writing prior to May 1 of the school year in which the leave commences. If the leave commences after May 1, the teacher shall notify the Superintendent prior to the end of the school year. Upon his or her return the teacher will be placed in the assignment that he or she left if the position is still open and if the position that he or she left is not open, the teacher will be placed in as nearly comparable a position as is available and all unused benefits accrued prior to the leave will be credited to the teacher.

As required by General laws 28-48 (Parental Leave) the School Committee will maintain any existing health benefits in force of the first thirteen (13) consecutive work weeks of parental leave for teachers who have been employed for twelve (12) consecutive months. Thereafter, a teacher electing parental leave shall be afforded the opportunity to continue health benefit coverage at his or her own expense. Life insurance coverage may also be maintained during the period of parental leave at the expense of the teacher. Premiums due to the School Department for continued health and life insurance coverage shall be paid by the teacher on or before the first day of each month. Failure by the teacher to pay the premiums when due shall result in the cancellation of coverage.

Furthermore, in accordance with General Laws 28-48-3, a teacher electing parental leave shall pay to the School Department a sum equal to the premium required to maintain the teacher's health benefits in force during the first thirteen (13) consecutive work weeks of parental leave. The School Department shall return such payment to the teacher within ten (10) days following his or her return to employment, but in the event a teacher shall fail to return to employment, such amount shall be forfeited.

D. 2. Temporary Disability

Temporary Disability shall be defined as a temporary absence from work caused by pregnancy (i.e., miscarriage, legal abortion or childbirth) providing the pregnant employee works up to her date of delivery and returns to work within six (6) weeks after delivery.

If the employee's physician certifies in writing that said employee is physically or mentally unable to work up to her delivery date, earlier departure will be granted.

If complications set in and the employee is physically or mentally unable to work within six (6) weeks after delivery, said employee shall instruct her physician to notify the Superintendent in writing as to the nature of the complication and the anticipated length of absence.

Under this option, the employee shall be eligible to utilize her accumulated sick leave, upon request. All other fringe benefits shall remain in effect, at the expense of the School Department, prior to the exhaustion of accumulated sick leave. Upon exhaustion of accumulated sick leave, health benefits will be maintained only if the employee prepays the premiums to the Committee in accordance with General Laws, Section 28-48-1, et seq.

Any teacher taking temporary disability leave shall file with the Superintendent a medical certificate signed by her physician setting forth the length of time needed for her physical and mental recuperation.

It shall be understood that if the employee fails to return to work immediately upon being certified by her physician as being physically and mentally able to return, said employee will be considered to have terminated her employment with the Burrillville School Department.

- E. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the teacher's immediate family.
- F. Any teacher whose personal illness extends beyond accumulated sick leave will be granted a leave of absence for one (1) year without pay from date of illness. If the personal illness resulted from a school related injury, the leave of absence will be granted for up to five years (unless a disability retirement is granted), and in this case, the individual will return to the next naturally occurring position for which the person is certified. This in no way is intended to supersede any rights the individual may have under State or Federal Law. Upon return from such leave, a teacher will be assigned to the same position, or a substantially equivalent position. Prior to returning, a teacher must provide the Superintendent with a physician's certification of full recovery of mental, emotional and/or physical health. Any teacher placed on sick leave and who has not taught at least ninety-one (91) school days during the school year shall not receive a step increment the following year.
- G. Adoption leave shall be subject to the terms and conditions of Parental Leave provided, however, that an adopting parent may also take up to six weeks of leave sick time immediately after the adoption of an infant. Should the adopting parent have accumulated sick leave, said leave may be converted to parental leave and discharged during the six weeks.

ARTICLE XVI
SABBATICAL LEAVE

Desiring to reward professional performance and encourage independent research and achievement, the Committee hereby initiates this policy of sabbatical leaves for teachers for study and/or research to be granted by the School Committee for approved program whether or not carried on in an academic institution, subject to the following conditions:

- A. 1. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be required by the School Department no later than

February 15 of the year preceding the school year in which the sabbatical leave is requested.

- A. 2. No more than two (2) teachers per year and no more than one (1) per year in any one subject area or grade will be granted Sabbatical Leave.
- B. The teacher has completed at least seven (7) consecutive full school years of service in the Burrillville School Department.
- C. Teachers on Sabbatical Leave shall be paid one-half of the current amount of their salary for the applicable semester or year and shall continue to receive their fringe benefits.
- D. The teachers shall agree in writing:
 - 1. To return to employment in the Burrillville School system at the beginning of the school year immediately following the sabbatical for one (1) full year if granted one-half (1/2) year's sabbatical leave or to return to employment in the Burrillville School System for two (2) full years in the event of a full year's sabbatical leave. Upon returning to the Burrillville School System, the teacher shall be placed on the appropriate step in the salary schedule as though he/she had not been on leave.
 - 2. To return all money received from the Burrillville School Department during his/her Sabbatical Leave should he/she fail to fulfill the requirement of returning.

ARTICLE XVII
TEACHER FACILITIES

- A. The following facilities shall be provided in each school:
 - 1. Space in each classroom in which teachers may safely store instructional materials and supplies.
 - 2. A serviceable desk and chair for the teacher in each classroom.
 - 3. Well-lighted, properly equipped and clean rest rooms.
 - 4. A teacher work area containing equipment and supplies to aid in the preparation of instructional materials.

5. A furnished room to be used as a faculty lounge. Said room will be in addition to the aforementioned teacher work area.
- B. An adequate portion of the parking lot at each school will be reserved for teacher parking.
- C. New construction will include adequate teacher facilities of the nature noted in A and B above.

ARTICLE XVIII
PROTECTION

- A. Teachers shall, as soon as possible, report in writing to the school principal all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the Superintendent and the Committee, which will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the teacher, the police and the courts.
- C. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment such teacher may request the Committee to furnish legal counsel to defend him/her in such proceedings. The Committee will evaluate the request and the circumstances of the assault and shall provide counsel or reimbursement of reasonable counsel fees if the teacher's case is deemed meritorious.
- D. Subject to the requirements of Federal and State laws and regulations and School Committee policy, the Employer will attempt to provide appropriate information to teachers regarding students with AIDS.

ARTICLE XIX
PERSONAL INJURY BENEFITS
AND PROPERTY DAMAGE

- A. 1. Whenever a teacher is absent from school as a result of disability caused by a job related assault not provoked by the teacher or job-related injury occurring in the course of his/her employment, he/she will be paid his/her full salary, less the amount paid by Worker's Compensation Insurance, for the period of such absence up to one (1) year from the date of injury, and no part of such absence will be charged to his annual sick leave. The teacher shall make a good faith

effort to report the assault or injury in writing to the building principal within twenty-four (24) hours of its occurrence.

- A. 2. The Committee shall have the right to have the injured teacher examined by a physician, at a mutually agreed on time, designated by the Committee for the purpose of determining the length of disability time that will be granted to the teacher. The physician's fee shall be paid by the School Committee.
- B. The Committee shall reimburse the teacher for the following: Any clothing or other personal property damaged or destroyed plus the cost of medical, surgical, or hospital service (less the amount of any insurance reimbursement) incurred as a result of an injury sustained in the course of employment provided such injury or damage has not been caused by the teachers' negligence. The amount of reimbursement will be determined by the reasonable replacement cost or repair of items damages as determined by mutual agreement between the Committee and the teacher.

ARTICLE XX
HEALTH CARE AND LIFE INSURANCE

- 1. The Burrillville School Committee shall provide all certified personnel of the Burrillville School Department a selection of health care plans as set forth below. The certified personnel shall receive an individual or family plan, as appropriate. By mutual agreement of the Committee and the Association, a reasonably equivalent plan may be added to the selection of offered health care plans. In the event the School Committee changes the healthcare provider, it must provide a health insurance package(s) substantially equivalent or superior to the package being replaced.

Health Care Plans Offered – Effective September 2017

Base Plan

Preferred Provider Organization (PPO). The Committee shall provide a PPO plan (100/80 \$1,000/\$2,000 deductible), which shall be the standard health insurance plan offered to members of the bargaining unit. A summary of benefits for said PPO plan shall be appended hereto and incorporated herein as Appendix F. Additionally a summary description of said PPO plan shall be available through the District's Business Office.

The Committee shall pay 100% of the premium cost of the base plan less applicable co-payment to be made by the employee.

Employee shall be responsible for the first \$500/\$1000 amount of said \$1,000/\$2,000 initial deductible amounts. The District shall be responsible for the balance of said initial deductible amounts. The District shall reimburse an

employee for such payments in a separate (non-payroll) check, with no taxes withheld, within 7-14 business days of their submission of the “Reimbursement of Health Care Deductible” form and the following required attachments:

1. Health Care providers invoice “clearly” identifying the deductible and the amount (to preserve privacy, employee may “black out” personal information and related service/procedure).
2. Receipt or record of payment verifying payment of deductible.

Dental Plans Offered

- Delta Dental of Rhode Island Levels I through IV including coverage for full time students to age 23 at no cost to the employee. In the event the School Committee changes the dental insurance provider, it must provide a dental insurance package substantially equivalent or superior to the package being replaced.

Co-payments

Effective September 1, 2017, a 15 percent (15%) co-payment in pretax dollars shall be paid by the employee for the dental plan and/or the selected health care plan. Effective September 1, 2018, the co-payment shall be increased to sixteen percent (16%). Effective September 1, 2019, the co-payment shall be increased to seventeen percent (17%).

- A
- 1.a Individual or Family coverage shall be at the option of the employee if qualified, except that if a married teacher’s spouse is employed by the School Committee or other department or agency of the Town of Burrillville then only one (1) of the two (2) shall be entitled to Family Plan Health Insurance Coverage and the other shall be entitled to the stipend provided in Article XX (A.1.b). If the teacher’s spouse is employed by an agency or department of the Town of Burrillville other than the School Committee, and if that agency or department offers a comparable health care plan with benefits not less than those described herein, then the teacher shall be encouraged to accept the stipend provided in Article XX A.1.b of this Agreement. The employee shall have the option to select coverage comparable to the Base Plan or other comparable coverage as provided by State law in lieu of above.
 - 1.b Any teacher who elects to drop the health care coverage provided in XX.A.1. shall be paid a yearly stipend of one thousand dollars (\$1,000.00) for single

health care plan and two thousand five hundred dollars (\$2,500.00) for family health care plan.

- 1.c. If, however, during the year, the spouse of said teacher loses the medical coverage on which the teacher now depends, he/she shall be eligible to be reinstated to health care coverage in the School District on the first date made available by the health care carrier. Teachers requesting reinstatement must make appropriate application to the Superintendent including the showing of cause for same. A prorated portion of the stipend paid to the teacher shall be returned to the School Department prior to the reinstatement of coverage.

- A. 2. The Burrillville School Committee shall provide all certified personnel of the Burrillville School Department with a group life insurance policy having a face value of \$40,000 effective September 1, 2000, with the option to purchase additional coverage available through the Committee's carrier at the available group rate.

- 2.a. In the event of the death of a teacher having attained 20 years of service in the school department, all unused sick leave shall be paid to the teacher's designated beneficiary at seventy dollars (\$70.00) per day.

- A. 3. A new employee shall be afforded Health and Life coverage effective as of the first day of the month after the month work began, or if hired during the summer months for the next school year, effective September 1 of that year.

ARTICLE XXI
SUMMER SCHOOL, ADULT EDUCATION
OR
GOVERNMENT SPONSORED PROGRAMS

- A. All openings for summer school, adult education or for government sponsored programs will be adequately publicized by the Superintendent and shall be posted in each school building as early as possible, and under normal circumstances not later than ten (10) days prior to the start of said session. Applications must be submitted within one (1) week of the posting of said notices. Teachers who have applied for such employment will be notified of the action taken regarding their application as early as practicable.

- B. Positions in the summer school, adult education and government programs will, to the extent possible, be filled first by regularly-appointed teachers in the Burrillville School System.

- C. In filling such positions, consideration will be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record and also the length of service in the Burrillville School system.
- D. Teachers in adult education programs shall receive no less than fifteen dollars (\$15.00) per hour and a minimum of twenty dollars (\$20.00) per evening.

ARTICLE XXII
GRIEVANCE PROCEDURE

A. Definition

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
- 2. An "aggrieved person" is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim, any person who might be required to take action or against whom action might be taken in order to resolve the claim and the Chairperson of the PR & R Committee or his/her designees.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, proper interpretation of this Agreement.
- 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 (1) and having the grievance adjusted at level one (1) without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. 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 a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed which might not be finally resolved at Level Four under the time limits as set forth herein by the end of the school year and which could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as practicable.

1. Level One

A teacher with a grievance will first discuss it with his/her principal or immediate superior, with the objective of resolving the matter informally. The teacher may be accompanied by the Association's School Representative. If the grievance is not resolved informally, it shall be reduced to writing and shall either be decided by the Principal or referred by him/her to Level Two.

2.a. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been entered within five (5) school days after presentation of the grievance, he/she may refer the grievance to the Superintendent.

2.b. The Superintendent will represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee will meet with the aggrieved person and the Chairperson of the PR & R Committee or his/her designee in an effort to resolve it. The Superintendent or his/her designee shall schedule his/her hearing of the grievance procedure at the end of the school day unless otherwise mutually agreed upon.

2.c. If a teacher does not file a grievance in writing with the Chairperson of the PR & R Committee and the written grievance is not forwarded to the Superintendent within thirty (30) school days after the teacher knew of or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived. A dispute as to whether a grievance has been waived under this paragraph will be subject to appeal pursuant to Level Three and Level Four.

3.a. Level Three

If the aggrieved person is not satisfied with the dispensation of his/her grievance at Level Two, or if the Superintendent has not rendered a decision within five (5) school days, the grievance will be referred to the School Committee. The aforesaid five (5) school days may be extended by mutual agreement to ten (10)

school days. Referral to the School Committee will be made within ten (10) school days of the deadline date for the Level Two decision.

- 3.b. The duly authorized School Committee shall meet in executive session within 30 days to consider a referred grievance. Any party in interest shall have the right to appear before the Committee and be heard in executive session.

- 4.a. Level Four

In the event a satisfactory settlement is not reached at Level One, Level Two or Level Three, or if no decision has been rendered by the School Committee within ten (10) school days, the grievant may appeal to binding arbitration within fifteen (15) school days of the deadline date for the Level Three decision. By mutual agreement, the Level Three deadline date may be extended five (5) school days. The Association shall notify the Committee through the Superintendent when it refers the matter to arbitration.

- 4.b. The arbitrator shall be selected by the American Arbitration Association or the Labor Relations Connection in accordance with its rules.
- 4.c. The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this Agreement.
- 4.d. The School Committee and the Association shall share equally the expenses of arbitration.
- 4.e. The grievance chairperson or president and a maximum of three (3) witnesses shall be released with pay for the time required to attend grievance arbitration hearings held during the day. If more than three (3) witnesses are required, the parties will mutually arrange for the arbitration hearing to be held after the school day.

D. Rights of Teachers to Representation

- 1. No reprisals of any kind will be taken by the School Committee or by any member of the administration against any party in interest, any School Representative, any member of the PR & R Committee or any other participant in the grievance procedure by reasons of such participation.
- 2. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or by a member of members of the PR & R Committee or by a person chose mutually by the aggrieved person and the PR & R Committee.

E. Miscellaneous

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance will be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly prepared by the Superintendent or his/her designee and the Association and will be reproduced and given appropriate distribution by the Superintendent or his/her designee so as to facilitate operation of the grievance procedure.
4. The Committee and the PR & R Committee agrees to make available to any grievance and/or his/her representative, all information not privileged under law in its possession or control and which is relevant to the issues raised in the grievance.
5. The arbitrator shall not be empowered to make any decision amending, modifying, addition to or subtracting from the provisions of this Agreement.

ARTICLE XXIII
NEGOTIATION

- A. 1. Not later than one hundred forty (140) days before the town budget is finalized the Committee agrees to negotiate with the Association over a successor agreement in accordance with the laws of the State of Rhode Island and specifically Chapter 9.3, Arbitration of School Teachers' Dispute. Any agreement so negotiated will apply to all permanent certified teachers and will be reduced to writing and signed by the Committee and the Association.
2. Either party may, if it also desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

3. If the negotiations described in this Section A have reached an impasse, as defined in Title 28, Chapter 9.3 of the Acts of 1966, then the procedure described in that Chapter shall be followed.

ARTICLE XXIV
USE OF SCHOOL FACILITIES

- A. The Association will have the right to use the school buildings without cost at reasonable times for meetings. Request for use of buildings for afternoon meetings will be made to the Principal of the building in advance. Request for evening meetings will follow the regular School Committee procedure.
- B.
 1. The Association will have the right to place notices, circulars and other materials on faculty bulletin boards and in teachers' mail boxes and may also have the use of the public address system after school hours.
 2. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association or any other teacher organization.
 3. One (1) work room agreed upon between the Principal and the Association President may be used for the storage of Association records.

ARTICLE XXV
GENERAL

The Committee shall not discriminate in any way against any teacher by reason of his/her membership in or participation in the activities of the Association or his/her exercise of rights granted under this Agreement. However, if such activities are in clear violation of Local, State and/or Federal ordinance or statute, appropriate disciplinary action will be initiated.

- A. If negotiation meetings between the Committee and the Association are scheduled during normal working hours of a school day, not more than seven (7) nor less than three (3) representatives of the Association shall be relieved from all regular duties without loss of pay as necessary in order to permit their attendance at such meetings. If it is necessary, pursuant to the Grievance Procedure in Article XXII of the Agreement for an Association School Representative, member of the PR & R Committee or other representative designated by the Association to attend a grievance meeting or hearing during a school day, he/she shall, with twenty-four (24) hours prior written notification to the Superintendent and Building Principal, be released without loss of pay as necessary in order to permit participation in the foregoing activities. If more than three

(3) persons are required, it will be necessary to obtain permission from the Superintendent or his/her designee. Any teacher, whose appearance in such investigation, meetings, or hearings as a witness is necessary, shall be accorded the same right. The Association agrees that those rights shall not be abused.

- B. Members of the Association Executive Committee shall be permitted to use non-teaching time during the regular school day for the performance of the Associations' business as long as the representatives do not interfere with or interrupt any other teacher in the performance of his/her duties.

The Chairman of the Association's PR & R Committee and the President of the Burrillville Teachers' Association shall be allowed to utilize the time before and after the students' school day stipulated in Article VI, A.2., to conduct Association business.

- C. Upon request, the Committee will provide the Association with an advance copy of the tentative agenda for each official Committee meeting at least two (2) days prior to the meeting.

- D. School Calendar

- 1. The President of the Burrillville Teachers' Association or his/her designee may consult with the Superintendent concerning the School Calendar. Each teacher shall be provided with a copy of the School Calendar at the beginning of each school year.

- E. Termination

- 1. Any teacher terminating his/her services under this Agreement shall give a minimum of thirty (30) days written notice thereof to the Superintendent of Schools.

ARTICLE XXVI
DEDUCTIONS

- A.
 - 1. Any teacher desiring to have membership fees in the Burrillville Teachers' Association, the National Education Association of Rhode Island and/or the National Education Association deducted from his/her pay shall file a request with the Office of the Superintendent by October 1 of each year. Upon such request the Burrillville School Department shall deduct, beginning with the first pay check in November and for the next thirteen (13) consecutive pay periods. Whenever there is a discrepancy as a result of equal deductions, the difference shall be computed and corrected with the tenth (10th) deduction. Appropriate

forms shall be provided by the Teachers' Association after approval by the Superintendent of Schools.

- A. 2. During the year the School Committee or its designee shall inform the Association of all new full and part-time members of the bargaining unit and his/her assignment within thirty (30) days.
- B. At a teachers' request deductions shall be made for the following from his/her salary at the appropriate time for a period of no less than one (1) year.
 - 1. One Tax Sheltered Annuity per teacher to be designated at the beginning of the school year.
 - 2. "As provided by Section 28-9.3-7 as amended of the General Laws of Rhode Island, teachers will, as a condition of employment, have deducted from their salaries as a service charge, an amount equal to the regular dues of the BTA/NEARI/NEA. Such sum will not exceed the annual membership fee of the BTA/NEARI/NEA, and will be deducted in the same manner as stipulated for members in this Article." Termination of employment due to non-payment of the agency fee shall take place within thirty (30) days of request by the Association. The Union agrees to indemnify the School Committee and hold it harmless against any and all claims, suits, orders and judgments brought or issued against the Committee as a result of the dues deductions provided for in this paragraph.
 - 3. Credit Union.

ARTICLE XXVII
GENERAL PROVISION

- A. Copies of the Terms of the Agreement shall be available on the District website.
- B. All teachers are required to thoroughly familiarize themselves with the Handbook of Policies of the School Committee of the Town of Burrillville. They shall comply with all other orders issued by the Committee or the Superintendent of Schools as long as such orders do not conflict with the express terms of this Contract and shall attend punctually and regularly all meetings called by the Superintendent, Principal, or other supervisor.
- C. If any portion of this Agreement is ruled invalid for any reason, the remainder of the Agreement shall remain in full force and effect. It is understood and agreed that if any portion of this Contract is ruled legally invalid because of conflict with state and/or

federal law that portion will be reopened to discussion and renegotiation within thirty (30) days of mutual Committee and Association receipt of the judgment.

ARTICLE XXVIII
SENIORITY

It is hereby agreed that seniority as defined in this Article shall pertain only to a Burrillville Teachers' Association member's placement on the seniority list.

- A. 1. Seniority shall be defined as the length of continuous service in the Burrillville School Department, commencing with the first day of present permanent employment in a certified full-time or part-time position within this system. Seniority for part-time personnel will be pro-rated.

- A. 2. If the first day of certified full-time or part-time employment in the Burrillville School System is the same, seniority will be determined by the following tie breakers in the order listed:
 - a. The amount of prior certified full-time employment with this system.
 - b. The amount of prior certified part-time employment within this system, provided the employment had been for a contract year in excess of one hundred thirty-five (135) school calendar days.
 - c. The years of substitute service within the system having in excess of forty-five (45) substitute days each.
 - d. The number of days of substitute service in the last School Calendar year of substitute service.
 - e. The earliest documentation of hiring as evidenced by a signed contract. Commencing September 1, 1991, if there is no signed contract, the Superintendent's letter shall be controlling and failing that the minutes of the School Committee meeting shall be controlling.
 - f. Lottery.

- A. 3. Seniority in Burrillville School System accrues regardless of assignment, position, program or area of certification. Seniority shall not accrue for service rendered in the Burrillville School System as an administrator, except that a teacher who performs some part-time administrative duties but teachers fifty percent (50%) of their time or more shall continue to accrue seniority as a full-time teacher. Those part-time administrators who teach less than fifty percent (50%) of their time shall accrue seniority on a pro rated basis. In addition a Burrillville teacher who becomes a full-time administrator and later returns to teaching shall be entitled to credit for the service rendered as a teacher prior to

becoming an administrator. The first day of present permanent employment shall be that day the certified employee was required to report to work.

- A. 4. A permanent certified employee who has accrued seniority under this agreement shall not lose said seniority as a result of taking an authorized leave or leaves by contract and/or School Committee approval or as a result of layoff in accordance with Article XXIX.
- A. 5. On or before December 1 of each year, the School Committee shall publish a seniority roster of certified employees, which will be given to the President of the Burrillville Teachers' Association.

ARTICLE XXIX
LAYOFF

- A. 1. The Burrillville Teacher's Association and the School Committee recognize and accept the principle of seniority in all cases of layoffs and recalls, in addition to the following: experience in an actual job held, special qualifications that may be required, the results of evaluations, and certifications. In no event shall the termination or non-renewal of a teacher be construed to be a layoff.

The School Committee shall provide written notice of layoff to each teacher to be laid off and the Association President. Such notice shall be in accordance with state law. Layoffs shall be in inverse order of seniority unless it is necessary to retain certain teachers whose positions cannot be filled by a teacher with more seniority because of certification or because it conflicts with the provision of the preceding paragraph.

ARTICLE XXX
RECALL

- A. 1. All certified personnel who have served one (1) full year and who have been laid off in accordance with Article XXIX, will be recalled or rehired by the School Committee based upon seniority, experience in an actual job held, special qualifications that may be required, the results of evaluations, and certifications. The Committee acknowledges that there is a rebuttable presumption that a teacher is the most qualified for the position from which he/she was laid off.
- A. 2. Notice of recall will be given by regular mail and by Certified Restricted Delivery With Return Receipt, sent to the last address given to the School Department by the teacher. The teacher must notify the Superintendent of

his/her intention to accept or reject the position within fifteen (15) calendar days of the mailing of the notice. Failure to notify the Superintendent within that time period shall be deemed to be rejection of the position. (This is to be stated in the Certified letter to the teacher.)

- A. 3. Laid-off teachers as defined in this Article shall retain but not advance their seniority for the duration of time in which they have a right to recall hereunder.

- A. 4. Laid-off teachers shall remain on the recall list for a period of three (3) years after the date of layoff unless:
 - a. The teacher waives the right of recall in writing.
 - b. The teacher resigns.
 - c. The teacher fails to accept a position for which he/she was certified at the time of the layoff.
 - d. The teacher fails to report to work in a position he/she has accepted unless the teacher is sick or injured. If the teacher has secured temporary employment elsewhere, he/she will be allowed two (2) weeks time from receipt of the recall notice before he/she is required to report to work unless the School Committee waives this time limit.

- A. 5. Full-time teachers shall not forfeit seniority standing by accepting or rejecting recall to part-time employment.

- A. 6. While a teacher has a right to recall under this Article, he/she will have an option to remain an active participant in the health and Insurance programs provided by contributing the cost of said benefits that the Committee would have incurred had the person been actively employed.

- A. 7. All benefits a teacher has accrued up to the time of layoff including accumulated unused sick leave, will be restored to the teacher upon return to active employment after recall.

- A. 8. Generally, a transfer cannot block the recall of a laid-off teacher, provided, however, that in the event the laid-off teacher had only one year of service and was filling a temporary or leave of absence position, such teacher shall not have a priority right to be recalled over a more senior teacher wishing to transfer into a vacant position.

- A. 9. Following the execution of this agreement should a court of competent jurisdiction determine that: (a) the terms of the Rhode Island Basic Education Plan (“BEP”) and any other RIDE regulations are inconsistent with the

provisions set forth herein, the parties agree to meet immediately to negotiate successor language to conform therewith; and (b) the provisions set forth herein are not mandatory subjects of bargaining, the parties agree to meet immediately to negotiate the impact/effects of any changes necessary to conform to same.

ARTICLE XXXI **RETIREMENT**

- A. Upon retirement from the Burrillville School System, teachers shall have the right to purchase health and dental insurance (individual or family, as per Article XX) until age 65 at the group rate.

After working as a certified employee for twenty (20) years in the Burrillville School Department, and upon separation from employment not based for disciplinary reasons, a teacher will be paid seventy dollars per day for the total sick leave days he/she has accumulated.

A letter of intent to retire shall be submitted to the Superintendent no later than April 1st of the retirement year except in unusual cases. A teacher that submits a letter of intent to retire after April 1st may have to wait until the subsequent fiscal year for the disbursement of these funds. If a teacher intends to retire before the normal end of the school year, the teacher shall notify the superintendent of their intended retirement date not later than September 15th.

ARTICLE XXXII **COURSE REIMBURSEMENT**

The District will provide the following professional development opportunities for each of the three contract years:

1. A fund in the amount of up to \$10,000.00 shall be established for continuing professional development opportunities for bargaining members' professional development.
2. The purpose of this fund shall be to allow teachers to obtain reimbursement for courses taken during the year upon the following terms and conditions:
 - a. An application form for teacher reimbursement will be developed by both parties upon which each teacher may apply for reimbursement on an annual basis.
 - b. All applications shall be submitted to the Superintendent or his/her designee to consider and review such applications for reimbursement.

- c. Applications for the fall semester shall be submitted on or before September 15th of that year for Fall semester courses; on or before February 15th for Spring semester courses and on or before June 17th for Summer semester courses.
- d. Notification of approval or rejection shall be forwarded to the applicant within 30 days from application.
- e. Teachers are limited to \$100.00 per credit and six (6) credits per year.
- f. Once this fund is expended, no additional funding will be provided until the next year of the contract.
- g. Priority in any given year will be to those who have not previously received funds, and then based upon seniority.
- h. Reimbursement will be within (30) thirty days following receipt of a transcript grade verification of “B” or better or a passing grade for a pass/fail course.
- i. Courses selected must be related to the teacher’s current teaching position or the teaching profession.
- j. Courses must not be applicable to the teacher’s first master’s degree or to maintain certification.

APPENDIX A
TEACHERS' BASIC SALARY SCHEDULE

(A.)

STEP	2017-2018	2018-19	2019-20
Step 1	38,458	39,573	40,721
Step 2	40,215	41,381	42,581
Step 3	42,681	43,918	45,192
Step 4	44,496	45,786	47,114
Step 5	46,889	48,249	49,648
Step 6	49,782	51,225	52,711
Step 7	52,296	53,812	55,373
Step 8	55,911	57,533	59,201
Step 9	59,396	61,118	62,891
Step 10	75,030	69,162	71,168
Step 11		77,206	79,445

(B.) Compensation for In-service time

Compensation for in-service time shall be in accordance with Article VI B.1.e. Such compensation will be added to the teacher's base pay.

(C.) Annual Service Award

Year 15-19	\$300
Year 20-24	\$550
Year 25+	\$1175

(D.) Class Coverage Rate \$35/Period
 (Compensation for the
 loss of unassigned time)

(E.) Curriculum Rate

(G.) National Teacher Certification

\$5000

- * It is understood and agreed that the determination of Master's Degree Equivalency will be the decision of the State Department of Education, Office of Certification.

To receive an increment change in a particular school year, a teacher must apply with the School Department before May 1st of the preceding school year. A teacher will be entitled to a fully year increment if he/she completes the necessary course work by August 31 of the school year in question and files the supporting transcripts with the Superintendent by October 15 of that same school year. A teacher will be entitled to one-half of the increment if he/she completes the necessary course work by December 31 of the school year in question and files the supporting transcripts with the Superintendent by February 15 of that same school year.

After the transcripts have been properly filed with the Superintendent, the teacher will be paid the appropriate increment in equal installments over the remainder of the school year.

APPENDIX B

The parties agree to the formulation of a Sub-Committee to discuss the establishment of a sick leave pool. The Sub-Committee will bring backs its recommendation to the parties for their consideration.

The Burrillville School Committee and the Burrillville Teachers' Association hereby enter into this Memorandum of Understanding in order to establish a Long-Term Sick Leave Bank for Burrillville teachers. It is the intent of the parties that the Sick Bank will be utilized for major and/or catastrophic illness. It is not intended for a routine pregnancy. This Sick Bank shall be administered in accordance with the following provisions. Each appeal to the Sick Bank will be reviewed on a case by case basis subject to its own merits, the Committee shall not be bound by past decisions.

A. 1. Sick Leave Bank

- a. Each teacher may make a voluntary initial contribution of two (2) days sick leave to the Sick Leave Bank within ten (10) school days of the opening of school. Only teachers who contribute to the Sick Leave Bank are eligible to apply for benefits.
- b. Said Bank may be charged for sick leave required, in case of major illness or accident, beyond the accumulated sick leave held by the participating teacher-applicant and such charge shall commence only after the teacher-applicant individually accumulated sick leave is reduced to a maximum of three (3) days.
- c. The initial grant of sick leave by the Sick Leave Bank Committee to an eligible teacher shall not exceed thirty (30) days.
- d. Upon the completion of the thirty (30) days, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant.
- e. This Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of four (4) members. Two (2) members shall be members of the Burrillville Teachers' Association appointed by the President, and two (2) members shall be appointed by the School Committee. Said Sick Leave Bank 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 (i.e. three (3) votes) of the full Committee.

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

- f. Said Sick Leave Bank Committee, in administering said Sick Leave 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:
 - 1. Adequate medical evidence of major illness or accident submitted by the applicant;
 - 2. Prior utilization of eligible sick leave by the applicant in accordance with A.1.b. of this Article;
 - 3. Physical examination of the applicant by a physician of his/her own choice, at the expense of the applicant;
 - 4. The number of available days in the Bank and other applications for grants therefrom.
- g. In the event that a teacher receives sick leave from said Bank which extends to the end of the school year; such teacher must reapply to the Sick Leave Bank Committee for the ensuing school year in order to be considered for benefits.
- h. Any teacher who withdraws from the Sick Leave Bank Committee will not be permitted to withdraw his/her contributed days.
- i. Unused days remaining in the Sick Leave Bank on June 30th of any school year shall be carried over to the successive school year provided, however, that the maximum carryover is equal to twice the number of sick bank participants.
- j. In the event the Bank goes below ninety (90) days, the Sick Leave Bank Committee may solicit participant teachers for the contribution of one (1) additional sick day.
- k. In no event shall the charge to said Bank on account of any one illness/injury of any one applicant exceed ninety (90) days.
- l. Teachers employed after the opening of the school year shall be eligible to participate in the Sick Leave Bank if they choose to participate within ten (10) days of the beginning date of service or of appointment to a position whichever comes first.

- m. At the start of each school year, teachers who have accumulated the maximum number of sick days allowed may donate one (1) sick day from their fifteen (15) granted sick days at the start of the school year to the sick bank. BTA will be responsible to send out annual notifications.

APPENDIX C

Burrillville High School Digital Portfolio Process

The following outlines what the responsibilities are for teachers, Guidance staff, and students.

Teacher Responsibilities

- Enter assignments for each class into the portfolio system aligning the assignment with a particular class and linking it to specific expectations, including at a minimum the following: Title, Due Date, Description
- Include meaningful and descriptive prompts in each assignment
- Link each assignment to the appropriate Learning Expectations
- Inform students of the deadline to complete a particular entry into the portfolio
- Provide a minimum of four Digital Portfolio worthy assignment per year, at least one of which will be assigned during the first quarter, for each course
- Score completed student entries on a regular and ongoing basis. Do not score entries that are
Incomplete
- Participate in an annual assessment/evaluation of student portfolios

Student Responsibilities

- Complete the required number of entries in the English Language Arts, Mathematics and Technology curriculum areas
- Choose and complete the required number of entries from the " optional" curriculum areas
- Complete entries by the date a teacher specifies
 - A completed entry is defined as an assignment in which students have entered a Summary, a Reflection, and have uploaded at least one Artifact
- Complete a Summary and Reflection for every entry
- Upload at least one Artifact for each entry
- Ask for assistance if they have difficulty using the portfolio system

Guidance Responsibilities

- To review student portfolios at all grade levels on a routine and ongoing basis
- To conduct reviews of all Senior portfolios for the school year beginning in September, and ending no later than the last week in October. Portfolios will be reviewed for the number of assignments downloaded and scored, the expectations addressed by the assignments, and identifying those expectations that have not been addressed or do not have a score of 3 or above, to satisfy the successful completion of the Portfolio.
- To conduct reviews of all Junior Digital Portfolios during the month of May and ending no later than the end of the first week in June. Portfolios will be reviewed for the

number of assignments downloaded and scored, the expectations addressed by the assignments, and identifying those expectations that have not been addressed or do not have a score of 3 or above, to satisfy the successful completion of the Portfolio. The Guidance Counselors will meet individually with each Junior to discuss the review and a document will be provided to the student, school administration, and mailed home to the parents indicating the student's progress and what remains to be completed by their Senior year review, in order to be on schedule to graduate. • Guidance Counselors will also be members of the two-person teams conducting formal Senior Reviews in both January and April.

Teacher Responsibilities and Time

- Teacher Duty Schedules will be adjusted to include two Digital Portfolio Duty Periods per six-day cycle.
- Digital Portfolio work will be added to the list of activities to be done during the Professional Activity Periods already assigned.
- During their Digital Portfolio Periods, and during Professional Activity periods if the teacher so chooses or as necessary, teachers will carry out the responsibilities listed below:
 1. Create at least four Digital Portfolio worthy assignments per year, at least one of which will be assigned during the first quarter, and link the assignments to the Digital Portfolio proficiency requirements.
 2. Develop appropriate assessment rubrics for the assignments.
 3. Evaluate student Digital Portfolio entries.
 4. Score appropriate Digital Portfolio entries, as required.
 5. Assist students with the manipulation of digital portfolio software, including uploading entries, refining the format of assignments, etc.
 6. Assist students with the refinement and enhancement of digital portfolio entries, as may be related to content, context, relevance to proficiency standards, quality of reflective statements, etc., in order to assist students in improving their scores.
 7. Perform annually scheduled assessment reviews of, freshman, sophomore and junior class student portfolios.
 8. Perform bi-annual and final assessment reviews of senior class digital portfolios.
- A review of all Junior Digital Portfolios will be done by the Guidance Department during the month of May and ending no later than the end of the first week in June. This review will be restricted to reviewing the number of assignments downloaded and scored, the expectations addressed by the assignments, and identifying those expectations that have not been addressed or do not have a score of 3 or above, to satisfy the successful

completion of the Portfolio. The Guidance Counselors will meet individually with each Junior to discuss the review and a document will be provided to the student, school administration, and mailed home to the parents indicating the student's progress and what remains to be completed by their Senior year review, in order to be on schedule to graduate.

- For the 2007 - 08 school year only, during the months of September and ending no later than the last week of October, the Guidance Department will conduct a review of all current Senior's Digital Portfolios. This review will be restricted to reviewing the number of assignments downloaded and scored, the expectations addressed by the assignments, and identifying those expectations that have not been addressed or do not have a score of 3 or above, to satisfy the successful completion of the Portfolio. The Guidance Counselors will meet individually with each Senior to discuss the review and a document will be provided to the student, school administration, and mailed home to the parents indicating the student's progress and what remains to be completed prior to their Senior year review, in order to be on schedule to graduate.
- Formal Senior Reviews will take place during a two week period in January. Teachers will be organized and scheduled in teams of two to conduct the individual reviews with students. It is estimated that each team will be able to review two or more portfolios during each assigned period. The school administration will design and implement a schedule for both teachers and students to conduct the reviews. These reviews will take place during the assigned Digital Portfolio duty periods and during assigned Professional Activity Periods for teachers. A document will be provided to the student, school administration, and mailed home to the parents indicating the student's status, and what work needs to be done if the review does not demonstrate successful completion of the portfolio.
- For those Seniors who have not satisfactorily completed their portfolio at the time of the: January review, follow-up reviews will be scheduled in late April. Those students who do not demonstrate successful completion of their portfolios during the April review are in danger of not graduating. A document will be provided to the student, school administration, and mailed home to the parents indicating the student's status, and what work needs to be done if the review does not demonstrate successful completion of the portfolio.

APPENDIX D

MEMORANDUM OF AGREEMENT ON THE BURRILLVILLE TEACHERS' ASSOCIATION WILLINGNESS TO EXPLORE PILOT PROGRAMS WITHIN THE BURRILLVILLE SCHOOL DISTRICT

The Burrillville school Committee and the Burrillville Teachers' Association agree that subject to the prior approval of the Association, and notwithstanding anything to the contrary herein the current Collective Bargaining Agreement, and the School Committee will explore various educational opportunities to enhance student performance through the implementation of pilot program.

It is agreed that a separate Memorandum of Agreement written specifically for each potential pilot program, including a sunset provision providing for the termination of each program's exploratory phase will be drafted and approved prior to said program being implemented.

Memorandum of Agreement

Between The Burrillville Teachers' Association (BTA)

And

The Burrillville School Committee

(Too Many Preparations, Burrillville Middle School Teachers)

This agreement is guided by Article VI of then Collective Bargaining Agreement.

Whereas, Article VI(G)(1)(a) of the CBA provides that Middle School shall not be required to teach more than three (3) preparations; and

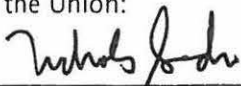
Whereas, Article VI(G)(1)(b) of the CBA provides that a tenured teacher may volunteer to accept one (1) additional preparation if, and only if, there have not been any staff reductions in his/her area of concentration/department since the prior academic year and there are no anticipated staff reductions in his/her area of concentration/department for the subsequent academic year; and

Whereas, the 2016/2017 schedule at Burrillville Middle School resulted in some teachers having more than 3 preparation periods, with some having as many as 5.

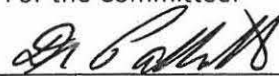
Now, therefore the BTA and Burrillville School Committee would like to resolve this issue by agreeing to the following:

- 1) The BTA waives its right to file a grievance alleging a violation of Article VI for the current school year (Fall 2016-Spring 2017.)
- 2) No teacher will have more than 3 preparation periods in their schedule for the 2017-2018 school year, unless they volunteer in writing and comply with Article VI (G)(1)(b) of the Collective Bargaining Agreement; said written waiver shall be required each year thereafter.
3. Whenever a reduction in the number of preps is required pursuant to the terms of this Agreement, the Administration will make every effort to maintain the affected teachers' full-time status.
- 4) The terms of this agreement shall not constitute a past practice of the parties nor a precedent to be used in future legal proceedings, except to enforce the terms of this agreement. The terms of this memorandum of agreement will expire, except for the requirement for teachers to volunteer in writing for additional preparations, at the end of the 2017-2018 school year.

For the Union:



For the Committee:



Date

2/22/17

Date

2/15/17

Burrillville School Department

OFFICE OF SUPERINTENDENT
2300 BRONCO HIGHWAY
HARRISVILLE, RI 02830



TELEPHONE: 401-568-1301
TTY: 1-800-745-5555
VOICE: 1-800-745-6575
FAX: 401-568-4111

EXTRA PREPARATION VOLUNTEER FORM

In accordance with Article VI of the collective bargaining agreement, as stipulated below:

ARTICLE VI TEACHING HOURS AND TEACHING LOAD

G. 1.a Middle School and High School teachers shall not be required to teach more than two (2) subject areas and shall not be required to have more than three (3) preparations. Handwriting, spelling, reading and English will be considered part of the Language Arts Curriculum in the 6th grade.

And

G. 1.b A tenured teacher may volunteer to accept one (1) additional preparation, if, and only if, there have not been any staff reductions in his/her area of concentration/department since the prior academic year, and there are no staff reduction(s) anticipated in his/her area of concentration/department for the subsequent academic year.

I am voluntarily agreeing to teach _____ extra preparation(s) over three (3) for the _____ school year.

Name _____

Date _____

Signature _____

Building Principal _____

Date _____

Burrillville School Department

OFFICE OF SUPERINTENDENT
2300 BRONCO HIGHWAY
HARRISVILLE, RI 02830



TELEPHONE: 401-568-1301
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Memorandum of Agreement

Between The Burrillville Teachers' Association (BTA)

And

The Burrillville School Committee

Sick Day Donations

This agreement is guided by Article XIII of the Collective Bargaining Agreement.

Whereas, Article XIII outlines the accumulation and distribution of sick leave; and

Whereas, Lindsey DeBlois has suffered from unusual circumstances of hardship and has exhausted her total accumulation of sick leave; and

Whereas, Lindsey DeBlois will continue to need to take sick leave during the 2016-2017 school year;

Therefore to resolve this situation, the BTA and Burrillville School Committee agree to the following:

The Burrillville School Committee agrees to allow members of the Burrillville Teachers' Association to donate a maximum of two (2) of their accumulated sick leave days to Lindsey DeBlois for her use.

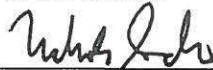
Lindsey DeBlois will make every reasonable effort to attend to her normal teaching duties.

The donated sick leave days can be used to retroactively compensate Lindsey DeBlois for any unpaid sick leave days she may have incurred.

Any donated sick days made under this agreement, that are unused by Lindsey DeBlois, will be transferred to the general Sick Leave Bank.

The terms of this agreement shall not constitute a past practice of the parties nor a precedent to be used in the future. The terms of this memorandum of agreement will expire at the end of the 2016-2017 school year.

For the Union:



For the Committee:



Date

2/3/17

Date



2/3/17

DURATION



- A. This three (3) year contract shall take effect September 1, 2017 and continue in effect through August 31, 2020 except as provided below.
- B. The Committee and the Association agree that all negotiable items have been discussed during the negotiations leading to this agreement. Therefore, both parties agree that negotiations will not be reopened on any item whether contained herein or not during the life of this agreement.
- C. This Contract will automatically be renewed and continue in full force and effect for additional periods of one (1) year unless either the Committee or the Association gives written notice to the other not later than one hundred forty (140) days prior to the finalization of the town budget.

IN WITNESS WHEREOF, the parties set their hands and seals this 14th day of February, 2017

BURRILLVILLE SCHOOL COMMITTEE

BY: 
WITNESS: 
DATE: 2/14/17

BURRILLVILLE TEACHERS' ASSOCIATION

BY: 
WITNESS: 
DATE: 2/1/2017