

AGREEMENT

between the

LITTLE COMPTON TEACHERS' ASSOCIATION

and

LITTLE COMPTON SCHOOL COMMITTEE

September 1, 2014 - August 31, 2017

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PREAMBLE

This Agreement is negotiated under Chapter 9.3 of Title 28 of the General Laws in order:

to fix for its term the salaries and other conditions of employment provided herein;

to encourage effective and harmonious working conditions among the School Committee and the Little Compton Teachers' Association and the professional staff in order that the cause of public education may best be served in Little Compton.

ARTICLE I RECOGNITION

- A. The School Committee of the Town of Little Compton, hereinafter referred to as the Committee, recognizes the Little Compton Teachers' Association, hereinafter referred to as the Association, as sole representative of all certified personnel (excluding administrative staff and per diem substitutes) employed or to be employed in the Little Compton School Department, hereinafter referred to as School Department, by the Committee.
- B. The Association recognizes that the Committee, as the agent of the State of Rhode Island and as the elected representatives of the Town of Little Compton, is the employer of the certified personnel of the School Department.
- C. The purpose of this mutual recognition is the agreement that the parties will act in good faith, one toward the other.
- D. The Committee hereby recognizes the Association as the exclusive bargaining representative for all those employees in positions requiring a teaching or special services certificate (excluding administrative staff and per diem substitutes) employed by the Committee, for the purpose of negotiating, with respect to salaries and all other conditions of employment. Any reference to part-time teachers in this Agreement shall mean teachers who work less than three (3) days per week or less than twenty-one (21) periods per week.

ARTICLE II PRINCIPLES

- A. Attainment of the objectives of the educational program of the school system requires mutual understanding and cooperation between the Committee and the Association. In light of the complexities involved in the operation of a school system, free and open exchange of views is desirable and necessary, with both parties participating in deliberations leading to the determination of matters of mutual concern.
- B. It is also recognized and agreed that each teacher shall assume, in a professional and ethical manner, the responsibilities of the Agreement and all other school department policies and regulations not inconsistent with this Agreement.

- C. The members of the Association feel that each member of the professional group should give as early notice as possible of his/her intention of leaving the employ of the Committee, and the Association pledges its members to the fulfillment of this ethical procedure. Unless precluded by special circumstances, a minimum of one (1) month's notice shall be given.
- D. The Committee and the Association do hereby agree that the welfare and education of the children of the Town of Little Compton is the first consideration in the operation of the schools and will be promoted by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. **DEFINITION**

A "Grievance" is a claim based on an event or condition which affects the welfare and/or conditions of employment of a teacher or of a group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.

B. **PURPOSE**

1. The purpose of this procedure is to procure fast, equitable solutions to the problems which may from time-to-time arise affecting the welfare or working conditions of teachers. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with a member of the Administration without intervention by the Association.

C. **PROCEDURE**

1. A grievance must be filed in writing by the teacher and/or the Association with the appropriate administrator within thirty (30) school days of the time the teacher and/or the Association first knew or should have known of the act or omission giving rise to the grievance.
2. The appropriate administrator shall meet with the aggrieved person and/or the Association within five (5) school days of his/her receipt of the grievance. The appropriate administrator shall issue a decision within five (5) school days of the meeting.
3. If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance or if no written decision has been rendered within the time limits of Subsection (2) above, the aggrieved person and/or the Association within five (5) school days thereafter may file the grievance in writing with the School Committee. The Committee shall meet with the aggrieved person and/or the Association within ten (10) school days of the receipt of the grievance.

The School Committee shall issue a decision within ten (10) school days of the meeting.

4. If the aggrieved person and/or Association is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) school days after the Committee has heard the grievance, the aggrieved person and/or the Association within ten (10) school days thereafter may appeal the grievance in accordance with Title 16-39-2 of the General Laws of Rhode Island or appeal to arbitration in accordance with the rules of the American Arbitration Association.
5. Failure to file initially or later to appeal within the time limits provided shall be deemed a waiver of the grievance. Time limits may be extended by mutual consent in writing.

D. RIGHT OF TEACHERS TO REPRESENTATION

1. No reprisals of any kind will be taken by the Committee or by any member of the Administration against any aggrieved person in interest or any other participant in a grievance proceeding by reason of such participation.
2. The Association, through a representative or committee, shall have the right to assist and represent any aggrieved teacher who desires such assistance and representation through all steps of the grievance procedure.

E. MISCELLANEOUS

1. All decisions rendered will be in writing, setting forth the decision and the reasons therefore, and will be transmitted promptly to the aggrieved person and to all parties in interest.
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. The parties shall pay their own respective cost arising out of the grievance. The aggrieved person shall pay for any copies of materials he/she requests if the Committee is obligated to secure such materials.
4. In the event a grievance is filed which may not be finally resolved under the time limits set forth herein by the end of the school year and could, therefore, result in irreparable harm to a party in interest, the parties will make every reasonable effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the close of the school year.
5. The Committee may require any teacher and/or Association representative to appear before them in order to ascertain first-hand knowledge or information in any grievance.
6. All proceedings shall be private, and only the final disposition may be made public.

ARTICLE IV **NEGOTIATION PROCEDURES**

- A. Representatives of the Committee with the Superintendent and the Association, shall meet for the purpose of negotiating and reaching a mutually satisfactory agreement on salary, welfare provisions, working provisions, working conditions and other matters of mutual concern.
- B. When the participants reach agreement, it will be reduced to a written, signed Contract and become part of the official Minutes of the Committee and of the Association.
- C. Not later than December 1 of the calendar year prior to the year in which this Agreement expires, the Committee agrees to enter into negotiations over a Successor Agreement in accordance with the procedure set forth herein, in a good-faith effort to reach agreement concerning teachers' hours, salaries, working conditions and other terms and conditions of professional employment.
- D. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- E. If negotiation meetings between the Committee and the Association are scheduled by the Committee during a school day, the members of the Association's negotiating team will be relieved of all regular duties without loss of pay as necessary to permit their participation in such meetings.
- F. This Agreement may be reopened during its term by agreement of both parties. The Agreement to Reopen must be in writing and signed by both parties. Any agreement reached as a result of such reopening shall only be binding if it is reduced to writing and is signed by both parties.

ARTICLE V **TEACHING HOURS AND TEACHING LOAD**

- A. The official length of the teachers' school day shall not exceed six (6) hours and fifty (50) minutes. Teachers shall be required to report fifteen (15) minutes before the start of the students' school day and remain fifteen (15) minutes after.
 - 1. Teachers shall be available, upon request of the principal, for one and one-half (1 1/2) hours weekly, after the students' school day, for purposes of student make-up tests or additional help as well as meetings with other teachers, teams or administrators. Six (6) of these hours may be used for Faculty Meetings.
- B. In special instances (such as taking afternoon extension courses, serious illness at home, etc.) permission to release a teacher from this requirement may be granted by Principal providing arrangements for the assuming of any and all duties can be made.
- C. Routine procedures involving records, textbooks, supplies, etc., shall be detailed in a teacher's handbook which will be compiled by the appropriate administrator after soliciting input from representatives of the Association.

- D. All teachers will have a duty-free lunch period of the same length of time as the students every school day. Part-time teachers shall not be entitled to a duty-free lunch unless their schedule brackets the lunch period.
- E. All teachers shall, in addition to their lunch period, have at least two hundred twenty-five (225) minutes of preparation time each week. This time, where possible, shall be forty-five (45) minutes or greater blocks and, when possible, one (1) block or more per day. Part-time teachers shall be assigned to preparation time on a prorata basis in the proportion that the part-time teacher's load bears to a full-time teacher's load.
- F. When a regularly assigned teacher is absent, other regularly assigned teachers shall not be assigned to cover classes of the absent teacher.
- G. Elementary school teachers will not be required to teach any more than one (1) grade simultaneously on a continuing basis with the exception of multi-age.
- H. Commencing with the 2002-2003 school year, the work year shall be one hundred eighty-four (184) days. Three days shall be used for the purpose of Professional Development and/or Parent Conferences. One Professional Development Day may be split into 2 – one-half (1/2) days. One additional day may be required of newly hired teachers for the first time orientation. Parent Conferences shall only be non-student days. Hours of work shall be 1:00 PM – 7:00 PM with a flexible dinner hour to be held usually from 4:30 PM – 5:30 PM.
- I. Any work days or half (1/2) days over 180 shall be non-student contact days.
- J. Parents shall not be deprived of an opportunity to confer with the teacher of their children because such conferences may be held outside of the regular workday. All parties concerned will strive to schedule such meeting during the teacher's workday.
- K. Class size* for Grades 2-8 shall have a maximum of twenty-five (25) students. For grades kindergarten and first grade, class size shall be a maximum of twenty-four (24) students. One (1) additional student may be added in the first quarter marking period. If this maximum is exceeded (by no more than one (1) student) within the first quarter marking period of the year, the School Committee is under no obligation to split classes until the beginning of the 3rd term marking period. If the maximum is exceeded after the beginning of the third (3rd) term (marking period), the School Committee shall be under no obligation to split classes during that year.

Special Subject areas shall contain no more than the facility can maintain.

* Class size exceptions: musical ensemble, physical education.

Out-of-district children of teachers in the Little Compton school system may attend Little Compton school system grades K-8 without cost or transportation.

- L. Teachers may leave the building during lunch time provided the Administration is notified. With the permission of the appropriate administrator, a teacher may leave the building during a preparation period.

- M. The school shall be open for two (2) full weeks before the official opening in order to allow teachers to prepare their rooms.

ARTICLE VI
TEXTBOOKS AND SUPPLIES

- A. The Committee agrees to provide sufficient required textbooks to insure that each pupil has textbooks for his/her own use. Teachers shall participate in the selection of all textbooks and supplies which pertain to their instructional activities. Teachers will list their orders by priority so that the Administration may act appropriately when budget constraints dictate. Information on this matter will be available to teachers after July 31.
- B. The Committee agrees to provide sufficient teaching equipment and supplies in the school system.

ARTICLE VII
PROTECTION

- A. Teachers will immediately report all cases of assault in connection with their employment to the Superintendent of Schools in writing.
- B. The Committee will assume liability or provide sufficient insurance covering all school personnel who may be involved in legal proceedings in connection with their employment in accordance with 9-1-31 of the General Laws of Rhode Island.
- C. Teachers will receive prompt notification of a pupil in their classes who has physical and/or emotional problems known to the Administration.
- D. Physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, other teachers and students from possible injury.
- E. Full time nurses services will normally be available except in unusual circumstances.

ARTICLE VIII
TEACHER FACILITIES

- A. The school will have space in which teachers may safely store instructional materials and supplies.
- B. The Committee shall provide the following:
 - 1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 - 2. A desk, chair and filing cabinet for each teacher;
 - 3. Adequate shelf and cabinet areas for the storing of instructional material and supplies in each classroom;

4. A well-lighted, heated and clean faculty lounge and restrooms;
5. Adequate parking facilities for each teacher's use will be made available on the school grounds as soon as possible.
6. Every reasonable effort shall be made to have all mechanical equipment in working order two (2) weeks before the start of school.

ARTICLE IX **USE OF SCHOOL FACILITIES**

- A. The Association shall have the right to use the school building for professional meetings during times when the building is manned by the custodial staff and provided also that such use does not interfere or impair the instruction program in any way. Except in an emergency, the principal shall be notified at least five (5) days in advance of the time and place of such meeting. If the use of the school building by the Association results in any expense to the Committee for facilities, custodial services or any other service or item, the Association shall reimburse the Committee for such expense.
- B. It is further agreed that the Association will leave any premises used by it in suitable condition for the next user.
- C. While the teachers acknowledge that the building is public property, personal and professional belongings as well as student displays are contained therein. Every effort will be made to give teachers notification forty-eight (48) hours before their facilities and/or equipment to which they are assigned are to be used by the public. Material and/or equipment that is used will be returned to its proper storage place. Responsibility for materials rests with the borrower.

ARTICLE X **TEACHER SCHEDULES**

- A. Teachers shall be notified by the principal of any change in programs, grades or subjects to be taught in the ensuing school year before the end of the current school year. Other detailed information such as precise schedules and/or room assignments shall be made known no later than July 31 of each year.
- B. In the event of a change in circumstances or conditions subsequent to the stipulated date, teacher assignments may be changed to meet the requirements of the new situation. A written explanation of the emergency circumstances will accompany notification of such a change and will be made to the teacher involved as soon as possible.
- C. Special subjects (except Band, Title I, Speech and Learning Disabilities class schedules) for all students K-8 shall be written into schedules and will become effective the first day of school.

ARTICLE XI **VOLUNTARY ASSIGNMENTS**

Teachers may apply for and transfer to vacant positions once each school year. Teachers may, however apply for other vacancies in the same school year but may not be placed in said vacancy until the commencement of the following school year unless it is necessary.

Whenever possible, the then vacant position shall be filled with a Long Term Substitute, if vacancy is of thirty (30) consecutive working days or longer.

A. Posting

Job vacancies in existing or newly created positions shall be posted as far in advance as practicable to afford members of the staff opportunity to apply. With respect to qualifications, postings shall indicate the certification required for the position and highly qualified status and specific posted criteria for the position.

B. Consistent with the School Committee's policy concerning professional and support staff hiring, transfer, assignment and layoff and the Rhode Department of Education's Basic Education Plan, and other applicable law, rules and regulations, the Administration shall duly consider the following categories in determining a transfer, assignment, layoff or potential recall to employment of an individual given notice of layoff:

1. Certifications held including Highly Qualified Status and National Board Certification
2. Advanced Degrees
3. Professional development each applicant has engaged in within the last three years and the relevance of that professional development
4. Participation on professional/district level/school level committees
5. Work experience within the District
6. Results of evaluations
7. Other Relevant data (may be submitted by teacher)

It is expected that internal staff will be able to fulfill the requirements of any vacant position, assignment, and/or transfer and therefore shall be the preferred choice of the District. Internal staff shall submit an Applicant Statement / Cover Letter of Interest to the Administration when applying for a position.

All criteria being equal, the most senior applicant shall be chosen for the position.

- C. Skills required for position: A teacher shall be eligible to participate in this transfer process only if he/she meets certification requirements and posted criteria of the posted position and is highly qualified.
- D. Notice: Within seven (7) school days (or 7 business days during the Summer Recess) following the close of a posting, the Superintendent or his/her designee which candidate will be selected for the open position. The Superintendent or his/her designee shall inform all applicants, as well as the Little Compton President, in writing, whether their request for transfer was granted or denied within five (5) school days thereafter. The President of the Little Compton Teachers Association shall be furnished with a copy of the scoring form(s) used to determine the successful applicant for the position.
- E. It is specifically understood that no denial of a transfer shall result in tenured teacher without position. A transfer cannot block the recall of a laid off teacher.

ARTICLE XII
LEAVES OF ABSENCE

- A. Two (2) personal days shall be granted annually. Personal days shall be cumulative to three (3) personal days; however, no more than three (3) personal days may be taken in any one school year. Part-time teachers shall be granted leave in the same proportion as a part-time teacher's load bears to a full-time teacher's load. Personal leave is defined as time necessary for the conduct of personal business which cannot be scheduled other than during school hours. Personal leave may not be taken the day before or the day after a vacation period or holiday, except with prior written permission of the Superintendent.
- B. In cases of death in the immediate family, a teacher shall be allowed up to five (5) days for child, husband, wife, brother, sister, mother, father, mother-in-law, father-in-law, grandparents, grandchildren, or other persons in the immediate household. Part-time teachers shall be granted leave in the same proportion that a part-time teacher's load bears to a full-time teacher's load.
- C. Teachers shall be allowed one (1) day to attend the funeral for all other family members. Part-time teachers shall be granted leave in the same proportion that a part-time teacher's load bears to a full-time teacher's load.
- D. 1. A teacher in the employ of the School Department shall receive fifteen (15) working days per year for sick leave, cumulative to two hundred (200) working days. Days in excess of two hundred (200) shall be applied to the Bank. In special cases, upon recommendation of the Superintendent, the Committee may extend the total leave of absence without loss of pay. Each September every teacher will be advised of the number of sick days he/she has accumulated to date.
 - a. When notified of FMLA eligibility, FMLA leave will run concurrently with accumulated sick leave.

2. A teacher who has exhausted his/her sick leave shall be allowed to accept sick days contributed by other members of the bargaining unit. Guidelines for the Bank shall be subject to the approval of the School Committee.
- E. A teacher called for jury duty shall be paid the difference between his/her salary and that allotted by the State upon receipt of legal evidence of such services given and the salary paid.
- F. 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. Teachers granted long-term military leave will return to the School Department no later than the beginning of the next semester after the date of discharge from active duty. Voluntary re-enlistment or extension shall constitute a demission and shall release the School Department from this obligation.
- G. Should a teacher be called for military reserve service on dates not chosen by him/her during the school year, he/she shall be granted up to two (2) weeks leave of absence. He/she shall be paid the difference between his/her teaching salary and the base military pay received by him/her for such service performed on school days, provided that the base military pay is less than the teaching salary for the days in question.
- H. Regularly appointed teachers who have completed at least ten(10) years of continuous service in the School Department may be granted, upon request, sabbatical leave. Sabbatical leave may be granted only for activities which will have a positive educational value to the children enrolled in the school system. The Committee shall make the final decision on the value of the proposed advanced study for the requested sabbatical leave.
1. No more than one (1) teacher shall be absent on sabbatical leave at any one time.
 2. Preliminary requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be required by the Superintendent, no later than December 1 of the year preceding the school year for which the sabbatical leave is requested. Final request forms must be received by the Superintendent in writing no later than February 1 of the year preceding the school year for which the sabbatical leave is requested.
 3. A teacher on return from sabbatical leave shall be entitled to salary increments and opportunity for promotion. Fringe benefit payments shall be based on the percentage of the salary received during sabbatical leave. The teacher may be allowed to pay the balance of the fringe benefits.
 4. Teachers on sabbatical leave will be paid one-half (1/2) annual salary for a full year's leave, and one-quarter (1/4) annual salary for a half (1/2) year's leave, provided the teacher completes the program for which the sabbatical leave is granted.
 - a. This compensation shall be payable at the regular or customary pay intervals or by some other method mutually agreed upon.

- b. In the event a teacher does not return to the Little Compton School System at the termination of the sabbatical leave or does not complete the terms of the sabbatical leave (except in the event of death or other extreme circumstances), he/she shall pay back to the school system all sums received.
5. The teacher shall agree to return to employment in the school system for one (1) full year in the case of one-half (1/2) year's sabbatical leave or two (2) full years in the case of a full year sabbatical leave. Upon such return the teacher shall be placed on the appropriate step in the salary scale as though such teacher had not been on leave.
- I. Regularly appointed teachers who have completed at least ten (10) years of continuous service in the Little Compton School System may be granted, upon request, professional leave for travel or research at the discretion of the Committee. For procedures and conditions, see Section H.1,2,3 and 5. Upon completion of the professional leave, the teacher will submit a written report to the Superintendent.
- J. Any teacher whose personal illness extends beyond accumulated leave will be granted a leave of absence of up to one (1) year without pay or increment, and such leave may be extended for one (1) year. Requests for such leave must be accompanied by a statement from a regularly licensed physician that such leave is necessary. Upon return from such leave, a teacher will be assigned to the same position, if available, and, if not, to a substantially equivalent position.
- K. **Maternity and Parental Leave** - A teacher who becomes pregnant shall be entitled to take a leave of absence for either or both of the following types:
- 1. **Maternity Leave** - Maternity leave shall be for the period of time during the pregnancy in which the teacher is physically disabled by reason of the pregnancy from performing her duties as a teacher and extending after the termination following said termination that the teacher is physically disabled from performing her duties as a teacher. The teacher must notify the Committee in writing of her pregnancy and inform the Committee in said notification of the estimated date at which her disability will prevent her from performing her teaching duties. The teacher must also notify the Committee after the termination of the pregnancy of the estimated date at which she will be able to return to her teaching duties.

While absent on maternity leave, the teacher shall be entitled to utilize her accumulated sick leave. If the maternity leave extends beyond the number of days of sick leave accumulated by the teacher, then the remainder of the maternity leave shall be without pay. The teacher must return from maternity leave as soon as she is physically able to perform her duties as a teacher. The Committee shall have the right to request a second qualified medical opinion from a mutually agreed upon physician at Committee expense.

Upon her return the teacher shall be placed in the assignment that she left, if the position is still open. If the position that she left is not open, the teacher shall be placed in as nearly comparable a position as is available.

In the event of a long-term illness, the Committee may, upon recommendation of the Superintendent, extend sick leave.

2. **Parental Leave** - Parental leave shall be for a period of one (1) year, extending two (2) years with the approval of the School Committee and shall be without pay. However, a teacher electing leave under this provision shall be afforded the opportunity to continue in the Group Health Insurance Plan at his or her own expense. The teacher who elects to take parental leave must notify the 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 providing for a return at the beginning of the school year in September of the following calendar year. The election to take parental leave must be made prior to the commencement of the leave. A teacher on parental leave must notify the Committee by March 1 as to whether or not she/he plans to return after the first year of leave.

Upon her/his return, the teacher shall be placed in the assignment that she/he left if the position is still open. If the position that she/he left is not open, the teacher shall be placed in as nearly comparable a position as is available. All unused benefits accrued prior to said leave shall be credited to the teacher.

- L. Peace Corps or Vista leave will be granted without pay to any teacher on tenure who enlists for a period not to exceed two (2) years. 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.
- M. At the discretion of the Superintendent, teachers may be allowed up to three (3) professional days without loss of pay for visiting classes within or outside the system or for educational conferences, workshops or conventions. If requested, a report shall be submitted to the Superintendent covering such visits.
- N. Teachers may be allowed to take sick leave days for family emergency leave. These days will be granted at the discretion of the Superintendent.
- O. A leave of absence without pay shall not be unreasonably denied.
- P. All leave without pay granted for whatever reason during the school year will result in the reduction of the person's salary 1/181 of his/her annual salary for each day of leave granted except that, in the case of a teacher working less than full time, the deduction for each day of unpaid leave shall be in the same proportion as that teacher's part-time class load bears to a full-time class load.

ARTICLE XIII
ACCUMULATIVE SICK LEAVE REIMBURSEMENT/
EARLY RETIREMENT INCENTIVE

Teachers retiring from the school system and who have served in the school system for at least fifteen (15) years will be reimbursed for their accumulated sick leave as follows:

1. One (1) day for fifteen (15) days of accumulated sick leave paid at the rate of the teacher's base pay. Notwithstanding, the provisions of Article XII, the maximum accumulation of sick days is capped at one hundred ninety-five (195) days for purposes of this Article.

After twenty (20) years of service to the Little Compton School Department, one (1) day for ten (10) days of accumulated sick leave shall be paid at the rate of the teacher's base pay.

2. A teacher retiring who notified the School Committee by February 1 of the year in which he/she intends to retire shall receive a lump sum payment of one hundred seventy-five (\$175.00) dollars for each year of service in Little Compton, up to a maximum of thirty (30) years. The incentive payment shall be paid to the teacher no later than thirty (30) days following retirement, and no retirement contributions shall be made from such payment. The foregoing shall be accomplished in accordance with 16-7-19.1 of the General Laws of Rhode Island, as amended.

3. For the purpose of this Article, retiring shall mean eligibility for a service retirement allowance at the time the teacher retires.

ARTICLE XIV
PERSONAL INJURY BENEFITS

The Committee shall provide Worker's Compensation for members of the Association.

ARTICLE XV
NON-TEACHING DUTIES

It is recognized that teaching is a profession which requires specialized qualifications, and that the success of the educational program in Little Compton depends upon the effective utilization of the abilities and talents of the teachers in the system.

Teachers shall not perform lunchroom duty, bus duty and recess duty. Said duties shall be performed by teacher assistants. Teachers shall not handle insurance money or lunch money but will continue to collect picture money. These duties shall be performed by teacher assistants.

The Committee shall relieve teachers of typing, reproduction and other clerical duties provided that there shall be no increase in the number of hours of assistants and no decrease in the duties performed by assistants. However, teachers shall reproduce their own materials when necessary. The teachers and the Superintendent shall cooperatively schedule the aide time in an attempt to achieve the foregoing.

ARTICLE XVI **INSURANCE**

A. Health and Dental Insurance

1. For teachers hired before August 31, 2014, the Committee agrees to pay medical and dental insurance to those employed three (3) days or more per week; for those teachers employed less than 3 days, the Committee agrees to pay a percentage of the premiums for health benefit plans enrolled in by teachers on a prorata basis in the proportion that a part-time teacher's load bears to a full-time teacher's load (e.g., the Committee will pay one-fifth [1/5] of the premium for plans enrolled in by a teacher who teaches one [1] day per week). The teacher's share of premiums will be deducted from his/her pay.
2. For teachers hired on or after August 31, 2014, the Committee agrees to pay a percentage of the premium for health benefits for teachers on a pro-rata basis in proportion to their teaching load. (See formulas above)
3. Full time Little Compton Teachers shall be offered a buy-back in lieu of health care coverage at the rate of two thousand dollars (\$2,000.00) payable on or about the last payroll each June.
4. All employees of the bargaining unit shall receive individual or family health insurance. A brief description of the health insurance and prescription drug benefit provided for the 2014-2015 school year is included in Appendix C to the Agreement. At the beginning of every school year, teachers will be provided a detailed summary of benefits. The full Subscriber Agreement outlining current benefits will be available in the Human Resources office.
5. Full-time members' family coverage or individual coverage for health and dental will be co-shared at the rate of 17% of premium in the 2014-2015 school year, 19% of premium in the 2015-2016, and 20% of premium in the 2016-2017 school year. The annual co-share will be paid in equal amounts by payroll deduction with pre-tax dollars. Beginning in January 2016, there will be a \$250 deductible for a single plan and a \$500 deductible for a family plan.
 - a. From January 2016 through December 2016, all employees who take the healthcare plan and incur medical services subject to the above deductible amounts shall be reimbursed the amount incurred up to \$500 for a family plan and \$250 for an individual plan.

The employee shall submit a form for reimbursement of deductible charges. The following protocol shall apply:

1. The employee shall submit an invoice for medical services and a receipt/canceled check to apply towards reimbursement for the deductible which shows only the amount paid for medical services and does not divulge any personal health care information. In addition, the employee shall submit the Reimbursement of Health Care Deductible form, attached hereto as Appendix B. The invoice to be provided shall be an insurance carrier Explanation of Benefits (EOB). The receipt must clearly identify the payment as a "deductible" payment

Co-pays at point of service will not apply towards deductible reimbursement.

2. Reimbursement for deductible charges will be processed within thirty (30) days of receipt of the reimbursement documents.
6. The Committee may substitute substantially equivalent health and/or dental coverage with the current or a new provider, group, carrier or trust with the mutual consent of the Little Compton Teachers' Association. Such mutual consent shall not be unreasonably withheld. Evidence of substantially similar coverage shall be provided in advance to the Little Compton Teachers' Association. In the event of a dispute regarding health insurance or prescription drug benefits provided by the Committee, the parties agree to work in good faith to collaboratively resolve the conflict.
7. Life Insurance - \$50,000 term life insurance will be provided to eligible employees as described in the Employee Document dated 8/31/95 and the Group Certificate of Insurance dated 7/20/95.
8. Retired teachers may elect to continue membership under the "Group Plan" at their own expense until age 70.

Teachers employed with a minimum of twenty (20) years of service in Little Compton and retiring within the State Retirement System may elect to continue single* membership under the "Group Plan" at the rate of seventy five percent (75%) of the cost of the group plan for five (5) years. or Medicare eligibility or eligibility for any other health plan or until age 70, whichever occurs first. Teachers with fewer than twenty (20) years of service in Little Compton shall pay 100% of the cost of the group plan for five (5) years or Medicare eligibility or eligibility for any other health plan or until age 70, whichever occurs first.

* The Family Plan at the rate of 75% for 5 years will be available to teachers retiring by the end of the 2015-2016 school year and for current retirees taking the Family plan.

ARTICLE XVII

SALARIES

- A. There are twenty-six (26) pay periods. Salary checks are distributed every two (2) weeks commencing on or before the second Friday after Labor Day or paid in accordance with the town payroll schedule if sooner, for a total of twenty-one (21) equal pay checks. On or prior to the completion of the Town's fiscal year on June 30, teachers shall receive the remainder of their pay in five (5) separate checks of equal amount or in a single check.
- B. Teachers will be reimbursed at the rate of thirty (\$30.00) dollars per hour for time spent on district-sponsored curriculum projects after school and/or during the summer. These projects must be approved in advance by the Superintendent. Participation in these projects will be voluntary.

- C. The salaries for full-time teachers under the Contract are set forth in Appendix "A" which is attached hereto. Part-time teachers under this Contract will be paid a prorated salary in proportion to the amount their part-time work bears to a full-time teacher's work schedule.
- D. Contributions for the Rhode Island State Employees' Retirement System and the Rhode Island State Employees' Retirement System for Survivor Benefits shall be deducted from the gross pay based on twenty-six (26) payrolls per year.
- E. The positions of Grade Advisor, Head Teacher, Coaches, RTI Team, SDLT Team and other extracurricular advisors will be posted annually.

ARTICLE XVIII **DUES DEDUCTION**

- A. The Committee agrees to deduct from the salaries of its employees the total dues and assessments deductions for the Little Compton Teachers' Association, the Rhode Island Education Association and the National Education Association, if authorized on the Association's membership application form. A copy of the form must be signed by the teacher and given to the Superintendent of Schools.
- B. The Executive Secretary of the United Teaching Profession will certify to the Committee in writing by September 15 of the contract year the current rate of its membership dues and assessments deductions. Any changes in membership dues and assessments will be given to the Committee in writing.
- C. Deductions referred to in Section (A) above will be made in equal installments on the second (2) payday of each month during the school year.
- D. In the event that a teacher terminates employment before the end of the school year, the Committee shall deduct any unpaid Association dues and assessment deductions from the final paycheck.
- E. The Committee shall discontinue such dues and assessments deductions for any school year only if the teacher notifies the Committee in writing not later than August 25 prior to the commencement of such school year.
- F. As a condition of employment, staff members not joining the Association shall pay a service charge to said Association in lieu of dues. The amount shall be paid through payroll deduction in the aforesaid manner.

ARTICLE XIX **TEACHER FILES**

- A. Upon written request, a teacher may be allowed to review his/her files with the superintendent, including references and information obtained in the process of evaluating the teacher for employment, except where such was previously classified as confidential.
- B. No material pertaining to a teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in his/her file. The teacher will acknowledge that he/she has read such material by signing the actual copy to be filed with the

understanding that such signature merely indicates that he/she has read the material to be filed, not that he/she necessarily agrees with its contents.

- C. The teacher shall have the right to answer any material filed, and his/her signed answer shall be attached to the file copy within thirty (30) days.
- D. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, except where such material has previously been classified as confidential. A reasonable charge for reproduction may be assessed.

ARTICLE XX **TEACHER EVALUATION**

- A. The Association and the Committee shall fully implement the Rhode Island Model Teacher Evaluation and Support System.
- B. Prior to the beginning of the year, the Principal and the Association President or designee will meet to determine flexibility factors in the Rhode Island Model Teacher Evaluation and Support System.
- C. A District Evaluation Committee (DEC) will consist of the Principal and Association President or designee. The DEC will also consist of three teachers appointed by the Association president (one from elementary, one from middle school and a certified support professional). The DEC shall immediately be formed. The duties and responsibilities of the DEC shall be as follows:
 - 1. Recommend and plan for necessary training/support to certified district staff and their evaluators
 - 2. Recommend and plan for necessary training/support to certified district staff and their evaluators who are new to the district each year.
 - 3. Review ongoing feedback to consider improvements and implement changes to the district's implementation process.
 - 4. Develop and implement an appeals process to ensure the integrity of the evaluation system, as required by RIDE guidelines but subject to the provisions in paragraph D below
- D. Teachers may challenge their final effectiveness rating through the appeals process, only if such rating is developing or lower. A teacher should first attempt to resolve the disputed matter with the evaluator within ten school days of the receipt of the related evaluation document. If the teacher is not satisfied with the resolution, then an appeal can be submitted to the Principal. The appeal will be submitted in writing. The appeals process will include the Principal, DEC and Superintendent (in that order). If the appeal is not resolved at the DEC level, the matter shall proceed to Superintendent, who shall have final authority to accept or reject, in whole or in part, all results of the appeals process.

XXI SENIORITY

- A. Seniority shall be defined as the amount of continuous service in Little Compton School System, beginning with the first day of work. The first day of work is defined as the first time that a certified employee is required to report for duty. Total continuous service shall not be broken by any authorized leaves, authorized sabbaticals, or suspensions due to a decrease in school population or layoffs. Seniority shall accrue during active employment and during all authorized leaves of absence, but shall not accrue during periods of layoff. Seniority shall terminate upon:
1. Resignation
 2. Discharge for cause (misconduct or incompetence)
 3. Failure to accept recall to full-time employment from layoff
 4. Failure to return to work upon expiration of a leave of absence unless prevented from doing so by circumstances beyond the control of the teacher.
- B. In the event that two (2) or more certified employees have the same amount of seniority as defined above, the following criteria shall be used to determine their respective amounts of seniority. These criteria shall be used in the order in which they are listed.
1. Total amount of prior certified service in the Little Compton School System;
 2. Full-time employment creates more seniority than part-time employment;
 3. Total amount of certified service as a per diem substitute in the Little Compton School System;
 4. If, after exhausting the above criteria, two (2) or more certified employees still have the same amount of seniority, their relative positions shall be determined by a lottery, the form of which shall be determined by the Superintendent and the President of the Little Compton Teachers' Association.
- C. A layoff as that term is used in this agreement shall mean and refer to termination or suspension of employment for any reason other than performance, misconduct, resignation, retirement or disability. Laid off teachers shall retain but not advance their seniority for the duration of time in which they have a right to recall.
- D. Recall.
1. Any teacher laid off shall retain recall rights for a period of 5 years.
 2. No new teacher may be hired for any vacancy until all teachers on layoff who have the right of recall have been afforded their right under this Article.
 3. When the School Committee intends to fill a position for which a laid off teacher has certification, the Superintendent shall notify the teacher

electronically and by certified mail, return receipt requested, at his or her last known address. The Association president will be notified by a phone call.

4. Any teacher given notice pursuant to this section shall respond and notify the superintendent in writing of his or her intent to accept or reject the position within a period of ten (10) calendar days.
5. If a notified teacher refuses to accept the position offered, or fails to respond to such notification within ten (10) calendar days, such teacher will lose all rights under this provision.
6. Vacancies which exist after teachers have been recalled subject to this Article, shall be posted internally and filled in accordance with Article XI.

ARTICLE XXII **GENERAL**

- A. 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.
- B. The Committee will provide the Association with an advanced copy of the agenda for each official Committee meeting.
- C. The Association shall publish the approved Agreement and distribute a copy to all members of the negotiating unit.
- D. All teachers employed a minimum of three (3) days per week or twenty-one (21) periods shall be considered full-time and be subject to the terms of this Contract. Teachers who work less than three (3) days per week or twenty-one (21) periods per week shall be considered part-time and be subject to the terms of this Contract. Sick leave for those individuals shall be awarded in direct proportion to the number of days worked per week.
- E. A joint standing study committee with Association participation will be established to review and to develop guidelines as warranted to be used by teachers in administering an established discipline policy. Part-time teachers may serve on this committee.
- F. There will be release-time scheduled during the year. Programs for release-time may be initiated by either the teachers or Administration and will be planned jointly. Upon approval by the Administration and the Committee, requests for release-times will be forwarded to the Commissioner for confirmation. Teachers will retain the privilege of requesting in writing, additional release-times for professional consideration. On any release-time days, students will be dismissed at 12 noon, and teachers will remain until 3:30 P.M.
- G. A Certified Teacher who replaces a regularly employed teacher for more than thirty (30) consecutive days shall be considered a Long Term Substitute. After the (30th) day, a Long Term Substitute shall receive payment in accordance with the

salary scale in effect at that time. After one hundred and thirty five (135) days, a Long Term Substitute shall receive all benefits of the contract except seniority. Exception: A Long Term Substitute hired prior to the beginning of the school year to replace a teacher for the full year shall receive all the benefits of the contract except seniority.

In the event the Long Term Substitute has worked as a Long Term Substitute for one hundred thirty-five (135) days or more in any one school year and is then appointed to a permanent position for the following school year, he/she shall receive step credit for the year (s) worked as a Long Term Substitute.

- H. Any teacher who works full-time or part-time for more than half (1/2) of the school year, including sick and maternity leave, shall be eligible for advancement of one (1) step on the salary scale for the next school year.

ARTICLE XXIII
TUITION

All successfully completed courses requested by the school committee, after hire and beyond certification requirements, shall be paid by the school committee.

Such tuition reimbursement shall not include courses needed for purposes of transfer or hire.

ARTICLE XXIV
PROFESSIONAL DEVELOPMENT

All In-Service Training shall offer continuing education units or CEU's whenever possible. A committee of two (2) teachers and the principal shall be established to recommend topics for In-Service Training. Topics for In-Service shall be given to the Superintendent for approval. Professional Development will be offered and supported equitably.

ARTICLE XXV
DURATION

The provisions of this Agreement will become effective as of September 1, 2014 and continue in full force until August 31, 2017.

IN WITNESS WHEREOF, the parties hereunto set their hands effective this 9th day of July 2014.

By: Donald T. Gomez
Chairperson, Little Compton School Committee

By: Jean S. Quinn
President, Little Compton Teachers' Association

APPENDIX A
SALARY SCALE

BACHELORS DEGREE

<u>Steps</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
	1.50%	2.00%	2.00%
1	40414	41222	42046
2	43812	44688	45582
3	47692	48646	49619
4	51215	52239	53284
5	54742	55837	56954
6	58258	59423	60611
7	61786	63022	64282
8	65311	66617	67949
9	68837	70214	71618
10	72921	74379	75867

ADVANCE LANES – Shall be increased annually by the same percent as the salary percent increase.

	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017</u>
B+30	1465	1494	1524
Master	2321	2367	2414
M+30	2696	2750	2805
CAGS	3231	3296	3362
Nat.			
Cert.	3590	3662	3735

Teachers who receive the annual National Certificate Stipend shall agree to mentor new teachers when needed or present a workshop for new teachers.

Note: any days over 181, shall be paid at the rate of:

2014-2015	\$214 per day
2015-2016	\$218 per day
2016-2017	\$222 per day

Increased annually by the same percent as the salary percent increase.

LONGEVITY

- Begins in Year 2 of the contract

	<u>2015-2016</u>	<u>2016-2017</u>
15 years	\$1200	\$1224
20 years	\$1500	\$1530
25 years	\$1900	\$1938
30 years	\$2700	\$2754

STIPENDS

- Head Teacher/Teachers \$4000 (includes detention duty)
- Eighth Grade Class Advisor \$1600
- Mock Trial Advisor/s \$500
- Math Counts Advisor/s \$500
- After the Bell Advisor/Advisors \$1000
- Co-Ed Soccer Coach/Coaches \$1000
- Boys' Basketball Coach/Coaches \$1000
- Girls' Basketball Coach/Coaches \$1000
- Co-Ed Lacrosse Coach/Coaches \$1000
- Co-Ed Cross Country Coach \$500

APPENDIX B
REIMBURSEMENT OF HEALTH CARE DEDUCTIBLE

I, _____ request reimbursement for the deductible incurred in the amount of \$ _____.

I certify that the above amount was a *deductible* incurred for health care services for myself and or my dependent(s) in accordance with Article XVI.4.a of the Collective Bargaining Agreement.

Required Attachments:

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

I certify that the above information is true and accurate.

Name

Date