

**CONTRACT**  

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**BETWEEN**

**THE CENTRAL FALLS TEACHERS' UNION**

**LOCAL 1567  
RHODE ISLAND FEDERATION OF TEACHERS  
AMERICAN FEDERATION OF TEACHERS  
AFL-CIO**

**AND**

**THE CENTRAL FALLS SCHOOL DISTRICT**

**SEPTEMBER 1, 2018 – AUGUST 31, 2021**

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## **Agreement**

This agreement made and entered into effective as of September 1, 2016 by and between the Central Falls School District hereinafter referred to as the District and the Central Falls Teachers' Union, Local 1567, RIFT, AFT, and AFL-CIO, hereinafter referred to as the Union.

## **Preamble**

The parties to this agreement share a fundamental and abiding commitment to the education of the children of the City of Central Falls. They recognize and greatly appreciate the extraordinary commitment of teachers and administrators in the system. Yet the parties to this agreement recognize that the Central Falls school system as a whole must do more to meet the needs and expectations of the community. The challenge is great but the responsibility for educating a Central Falls student to his or her full potential is the responsibility of all of the district's stakeholders.

The parties agree to the importance of school-based decision-making; the importance of on-going, relevant professional development leading to continuous adult learning; the importance of parent involvement; the importance of accountability for performance and student achievement by students, parents, teachers and administrators; a shared commitment to diversity; and finally, the need for a collaborative working relationship.

Whereas, the School Teachers' Arbitration Act accords public school teachers the right to organize, to be represented and to bargain on a collective basis with school committees and comparable school administrative agents regarding hours, salary, working conditions and other terms / conditions of employment, and

Whereas, the Central Falls School District and the Central Falls Teachers' Union desire to promote good relations among certified teachers and between the District and the Union in the best interests of high quality education in the Central Falls school system; to provide and maintain mutually satisfactory terms and conditions of employment; and to provide for the adjustment of grievances and disputes arising out of employment of certified teachers, and

Whereas, in an election conducted by the Rhode Island Labor Relations Board among eligible professional personnel of the Central Falls School District on October 4, 1967, a majority of those voting selected as exclusive bargaining representative the Central Falls Teachers' Union, and it thereby became the sole bargaining agent for all classroom teachers and eligible certified personnel, therefore:

There is reserved exclusively to the Board all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and



responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.

In all matters under this Agreement calling for the exercise of judgment or discretion on the part of the Board the decision of the Board shall be final and binding if made in good faith, except where otherwise provided in this Agreement.

The Central Falls School Board of Trustees and the Central Falls Teachers' Union believe that this Contract creates a powerful and effective foundational partnership that supports each child of the Central Falls School System in reaching high academic standards and cultural awareness.

The Central Falls Teachers' Union and the Central Falls Board of Trustees acknowledge and support these expressed ideals. The parties publicly commit our energies toward reaching them.

## **Article I — Union Recognition**

### ***Section 1. Recognition of the Central Falls Teachers' Union***

The District recognizes the Central Falls Teachers' Union, Local 1567 of the American Federation of Teachers, AFL-CIO, as exclusive bargaining representative for all those certified employees including: Pre-K - grade 12 teachers, certified school nurse-teachers, guidance counselors, school librarians, temporary employees, speech pathologists, coaches, athletic director, social workers, school psychologists, and any part-time certified staff who would be part of the bargaining unit if employed full time in positions requiring a teaching certificate from the Rhode Island Department of Education. Adaptive physical education teachers, licensed physical therapists and licensed occupational therapists will be recognized as members of the bargaining unit.

Superintendents, assistant superintendents, supervisory staff associated with the Central Office, principals, assistant principals, and all other full time administrators with no teaching duties are excluded from the bargaining unit.

### ***Section 2. Individual Rights***

Nothing contained herein shall prevent any employee from (1) informally discussing a complaint with his/her immediate supervisor, or (2) processing a grievance on his/her own behalf in accordance with the grievance procedure hereinafter set forth, providing that the level of resolution under this contract be limited to a decision by the District at Level Three, if such grievance is not a union action nor supported by union action.

### ***Section 3. Management's Right to Meet with Employees***

Nothing contained herein shall prevent the District or any authorized representative of the District from meeting with any employee organization and/or employee representing instructional employees in the bargaining unit in order to hear the views and proposals of its members. Except that as to matters presented by such organizations which are proper subjects of negotiations, the Union shall be informed of the meeting, be permitted a representative and, as to those matters, any changes or modifications shall be made only through negotiations with the Union.

### ***Section 4. Bargaining Unit Positions***

Any work performed by any position recognized by the District in Article I, Section 1 of this agreement shall only be performed by bargaining unit members unless the District is unable to hire qualified candidates to fill positions. Nothing herein shall be construed to prevent the District from hiring per diem substitute teachers or individuals to perform bargaining unit work on an intermittent basis which does not require the hiring of a regular full-time or part-time employee; nor shall this be construed to prevent the development of an Alternate Learning program governed by suitable alternate contractual

provisions mutually agreed to by the District and the Union. Such suitable alternate contractual provisions are expected to include, but are not limited to, the length of the school day, parent-teacher contact, unassigned time, and student case load. It is the expectation of the parties that such alternate learning program in grade 7 – 12 may be staffed through posting and will take effect starting in September, 2011. Displaced teachers shall have the option to refuse placement in the alternate learning program. In that event, the teacher remains on the recall list.

## **Article II — Union Privileges and Responsibilities**

### ***Section 1. Unfair Labor Practices — Title 28-7-13***

It shall be a violation of this contract to commit any of the practices enumerated in 28-7-13 of the General Laws of Rhode Island.

### ***Section 2. Recruitment of Teachers for Membership***

The recruitment of teachers for membership in any potential bargaining organization shall be the responsibility of teachers and shall be in accordance with state laws. No members of administrative staff shall collect funds or distribute recruitment materials for any existing or potential bargaining organization.

### ***Section 3. Fair Practices***

The District agrees to continue its policy of not discriminating against any employee on the basis of age, sex, sexual orientation, race, religion, national origin, color, disability, marital status nor based on membership in, participation in, or association with the activities of any employee organization.

The Union agrees to maintain its eligibility to represent members of the bargaining unit by continuing to admit persons to membership without discrimination on the basis of age, sex, sexual orientation, race, religion, national origin, color, disability, or marital status; and, to represent equally all employees in the bargaining unit without regard to membership in, participation in, nor association with the activities of any employee organization.

### ***Section 4. Agency Shop***

All members of the bargaining unit shall, subject to the provisions below, support the bargaining agent by signing the authorization voucher for payroll deduction as a condition of employment prior to the first day of actual employment.

For members of the Central Falls Teachers' Union, this support shall consist of their union dues and/or any subsequent assessment adopted by the Union during the school year.

For those staff not members of the Union, this support shall consist of a yearly service fee equal to the Union's dues and/or any subsequent assessment adopted by the Union during the school year.

Said dues and fees shall be automatically deducted from every teacher's pay bi-weekly and shall be forwarded to the Union.

Payment of the yearly service fee does not imply membership in the Union.

All new teachers shall be apprised of the Agency Shop Clause in the contract before being hired.

It will be the responsibility of the Union to apprise annually each teacher as to the current rate of dues deducted within the first week of school or within one week of any subsequent adjustments.

Claims for corrections and/or adjustments to payments due the Union must be made within the school year in which the payments were originally due.

The District shall request the fiscal authority to submit such sums in total to the union treasurer no later than one week after such deductions were made, together with the names of the individuals, the period covered, and such other information as may be necessary to the Union to maintain its record current. The union treasurer or his/her designee will acknowledge in writing the receipt of said sums at the time of receipt from the fiscal office of the District. All authorizations are automatically renewable.

### ***Section 5. Membership in C.O.P.E.***

Membership in COPE shall be voluntary. For members of COPE this support shall consist of an annual rate of dues set by the Union COPE Committee.

Once a teacher has signed a COPE authorization card, these monies shall be deducted from the teacher's pay in accordance with a procedure to be established with the Finance Office prior to deduction. Said dues and fees shall be automatically deducted from every teacher's pay once a year and shall be forwarded to the union treasurer.

All authorizations are automatically renewable each year unless a teacher notifies the Union in writing of his/her desire to withdraw from COPE.

### ***Section 6. Information to the Union***

The District shall make available to the Union, upon reasonable request and within two school days such information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this agreement. This section will not apply to personnel files, but only to public records kept by the District.

### ***Section 7. Building Representatives***

School principals shall recognize one union building representative as the official representative of the Union in that school. At the start of each academic year, the building representative will identify himself/herself to the school principal. The Union will also make available to the District a list of the respective building representatives by the 8th day of the school year.

The principal and the building representative shall meet regularly, at the request of either party, to discuss school operations and questions related to the implementation of this

contract. Proposed changes in existing policies and procedures for that school shall be subjects for discussion at such meetings. Such policies and/or procedures adopted or maintained by any principal shall not be inconsistent with the terms of the contract. Building representatives shall be free to conduct union business during unassigned periods, however, except in cases of an emergency, may not use this time to meet with other members of the bargaining unit unless it is also their unassigned period.

Only union officers and building representatives may use school telephones for union business.

### ***Section 8. Use of Buildings***

The Union shall have the right to use school facilities for committee and/or building meetings and recreational activities before or after regular class hours and during lunch time or unassigned periods of the teachers involved, provided such meetings do not interfere with the operation of the school or its related activities.

Whenever a union meeting is to be held, the principal of the building shall be notified by the building representative at least twenty-four hours in advance.

There shall be no charge to the Union if facilities are used during the week when buildings are heated and maintained. If additional custodial services are required, the cost shall be borne by the Union. This shall include weekends and holidays.

### ***Section 9. Communication Facilities***

Union officers, building representatives and union committee members may use the communication facilities of the district to conduct union business. This includes duplicating equipment. The Union shall provide its own paper.

### ***Section 10. Announcements***

The Union may request a building principal to have brief announcements made over the public address system at the time of regular school announcements. The principal may grant such requests if, in his/her opinion, the announcements are not inconsistent with the effective and efficient operation of the school. The principal may further allow the Union to make announcements during lunch periods.

### ***Section 11. Bulletin Boards and Mailboxes***

Bulletin boards shall be provided in all schools to be utilized by the Union for the posting of official union business.

A copy of each notice will be presented to the principal or the person in charge before it is posted on the bulletin board.

The Union and its COPE Committee shall be allowed to utilize school mailboxes for the distribution of official union business. No literature that endorses a candidate for office shall be distributed by the Union or its COPE Committee in school mailboxes.

Campaign literature that is the legitimate business of the Union or of its COPE Committee may be distributed in school mailboxes.

The District shall maintain a mailbox for the Union at the Office of the Superintendent.

It is further understood that only a duly authorized building representative will assume the responsibility for posting or distributing official material for the Union.

### ***Section 12. Directives or Decisions Affecting Teachers***

Directives or decisions affecting teachers and agreed to at principals' meetings and/or faculty meetings shall be emailed to teachers.

### ***Section 13. Released Time for the Union President and Vice-President***

The President of the union shall be allowed three periods per week for conducting union business. Effective at the beginning of the 2017-2018 school year, the Secondary Vice-President shall be released for one period each week and an additional period every other week. The Elementary Vice-President shall be released for one period each week and an additional period every other week in order to conduct union business. In an emergency situation, the Principal shall have final authority to change a release period if it impacts the safety of students. They shall be allowed to conduct union business wherever their presence is required whenever they are not actively engaged in teaching.

The President is free to leave the building by following the sign-out procedure (Article V, Section 5); however, he/she may be excused from his/her regular teaching duties in the event of an emergency. Should such an emergency arise, the Superintendent shall be notified immediately and shall determine the action to be taken. In the event that the Superintendent is unavailable, the building principal, or in his/her absence the immediate supervisor, shall render a decision.

The President shall be excused from his/her regular teaching duties to attend educational conferences, seminars, Union functions, etc., according to procedures outlined in Article VIII, Section 2.C.

The President shall be excused from all non-teaching duties, including homeroom. Such time shall be available for union business. He/she shall further be excused from attending and supervising all non-teaching activities such as assemblies and fieldtrips in order to conduct important union business. The principal shall arrange for coverage, where needed, in such instances.

The President may be excused from faculty meetings by his/her principal if requested to conduct urgent union business, but the President remains responsible for the business of the meeting.

The principal and/or immediate supervisor of the President shall give special consideration in arranging the building's itinerant schedule in order to provide blocks of time to the President for union business.

The President may sign out of the building for the day at the completion of the last class that he/she is actually engaged in teaching.

Because the District and the Union work closely together on many issues to maintain an orderly and effective environment conducive to providing the best educational conditions for children, teachers and administrators, further considerations for additional time for the President may be given by the Superintendent with the hiring of additional staff and by future adjustments or reorganization of programs.

#### ***Section 14. Right to Visit Schools***

The president of the union or his/her designee shall have the right to visit schools to investigate teacher complaints or problems, or for any other purpose relating to the terms and conditions of this contract. Such visits shall not interfere with the regular teaching duties of the President or his/her designee nor with the instructional program of the school visited, except in cases of an emergency as determined by the principal.

All union officials, when visiting a school, shall sign in and out of any school building on a visitors' log and wear a union badge.

#### ***Section 15. Released Time for Teachers for Union Business***

Members of the bargaining unit required to participate in conferences, meetings or negotiating sessions scheduled by the District or mutually agreed upon by the District and the Union shall be released from their teaching duties without loss of pay.

#### ***Section 16. Union Access to Board of Trustees Meetings***

The Union upon written request shall be entitled to appear before the Board of Trustees at a special meeting to speak on matters it deems of importance or with regards to the terms and conditions of this contract. Said special meeting shall occur and legal notice given.

A copy of the agenda shall be sent to the President and/or his/her official designee at the same time such is sent to Board of Trustees. A portfolio identical to that provided to Board of Trustee members, save privileged communications covered by the Open Meeting Law, shall be prepared for the Union at all regular and special meetings of the Board of Trustees.



The District shall provide the Union with a copy of the annual budget when it is prepared each year.

In the event of a change in the governance model for the District during the life of this contract, the Union and the Superintendent shall re-negotiate language to accommodate Union access to meetings with the appropriate authorities.

### ***Section 17. Meetings with the Superintendent***

The Superintendent shall meet at least monthly with the Union to discuss matters relating to the implementation of this contract, the educational needs of the school system and/or administration-staff relationships.

Agendas of items to be discussed may be exchanged. In such instances items not included on either party's agenda shall be considered only by mutual consent of the parties involved.

Meetings shall be conducted at a mutually agreeable time, normally when the parties involved are not scheduled for teaching duties, except that the Superintendent shall have the discretion to release the necessary staff from teaching duties should unusual circumstances warrant such action.

Additional meetings may be requested by either party.

### ***Section 18. Union Representation at Funerals***

The Union shall be allowed two (2) representatives at the funerals of school personnel or their immediate families. One union representative shall be allowed to attend the funeral of any non-certified personnel, or of any district employee. Such leaves shall consist of a half day of school unless unusual circumstances prevail. In such cases additional time may be granted by the Superintendent.

### ***Section 19. Search Committees***

#### **A. Superintendent**

- B.** Whenever a search committee is formed for the purpose of hiring a new superintendent, the Union shall be allowed two (2) appointments on said committee.

#### **B. Assistant Superintendent, Director of Student Services, ESL Director**

Whenever a search committee is formed for the purpose of hiring a new Assistant Superintendent, Director of Student Services or ESL Director or any other central office administrator position the Union shall be allowed two (2) appointments on said committee.

**C. Principal and Assistant Principal**

Whenever a search committee is formed for the purpose of hiring a new principal or assistant principal the Union shall be allowed two (2) appointments on said committee.

## **Article III — Grievance Procedure**

### ***Section 1. Definition***

(1) A grievance is a claim by an employee that he or she has been treated unfairly, or it is a claim that there has been a violation, misinterpretation or misapplication of the provisions of this agreement, established policy or practice. It can be a claim that the employee's health, safety or liability is jeopardized by conditions which can be corrected by the employer.

(2) The aggrieved or grievant is the person (or persons) making the claim.

(3) The grievant has the right to:

- a. be present at hearings
- b. hear testimony given
- c. testify in his/her own behalf
- d. call others to give testimony
- e. question, either personally or through counsel, any person giving testimony

(4) A party of interest is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(5) The word teacher shall refer to any professional employee covered under the terms of this contract.

(6) Employee shall mean an individual employee, a group of employees having the same grievance, or the Union.

### ***Section 2. Purpose***

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the problems which may arise affecting the working conditions of teachers. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his immediate superior to have the grievance adjusted without the intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

### **Section 3. Procedure**

All grievances shall be presented at the appropriate level of the grievance procedure not later than fifteen (15) school days from the date the aggrieved party or the union knew or should have known of the matter giving rise to the grievance.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed on or after June 1st, which, if left unresolved until the beginning of the following school year, 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 with every effort being made to resolve the same if possible by July 15<sup>th</sup>.

The parties agree to a voluntary non-binding grievance mediation process utilizing a mediation professional who is mutually agreed to by the parties and who is not affiliated with the school district. The mediation option shall be at no cost to the parties.

At any time during the grievance procedure, the grievant shall have the right to elect to transfer the grievance to voluntary non-binding mediation. Such transfer shall put the procedure in the following sub paragraphs on hold until the grievance is resolved or the grievant elects to return to the levels set forth below.

#### **A) Level One: Immediate Supervisor**

(Level One-A) In an attempt to resolve the matter informally, a teacher with a grievance will first state the grievance and discuss it with his/her principal or immediate supervisor, either directly or through a union building representative.

(Level One-B) Should the matter remain unresolved, the aggrieved may file a written grievance with his/her principal or immediate supervisor, through his/her union representative. The principal or immediate supervisor shall respond to the grievance in writing within five (5) school days of the receipt of the written grievance. A copy of the grievance and the response shall be forwarded to the grievant, the Superintendent, and the Chairperson of the Union's Grievance Committee.

#### **B) Level Two: Superintendent**

- a) If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the written grievance, the grievant may file the grievance in writing with the Chair of the Union's Grievance Committee.
- b) Such shall be done within five (5) school days after the Level One decision was rendered or fifteen (15) school days after the informal grievance was presented to the principal or immediate superior, whichever is sooner.
- c) If the Union's Grievance Committee deems that the grievance has merit, it shall be referred to the Superintendent within five (5) school days of such a decision.

(If the Grievance Committee decides not to process the grievance further, the individual shall be free to proceed on his/her own.)

- d) The Superintendent, representing the administration at this level of the process, will meet with the aggrieved within ten (10) school days of the receipt of the written grievance in an attempt to resolve said grievance.

### **C) Level Three: Board of Trustees of Its Designee**

- a) If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after he/she first met with the Superintendent, the aggrieved may file the grievance in writing with the Chairperson of the Union's Grievance Committee.
- b) This shall be done within five (5) school days after the decision of the Superintendent at Level Two, or fifteen (15) school days after the aggrieved has first met with the Superintendent, whichever is sooner.
- c) Within five (5) school days after receiving the written grievance at this level, the Grievance Committee Chairperson shall refer it to the Board of Trustees or its Designee if the Union's Grievance Committee deems that the grievance has merit.
- d) Within ten (10) school days after receiving the written grievance, the Board of Trustees or its Designee will hold a hearing with both sides present for the purpose of resolving the grievance.
- e) The ultimate decision on the grievance at Level Three will be rendered by the Board of Trustees or its Designee at a regular or special meeting.

At any step above the aggrieved shall have the right to be represented and accompanied by union representative(s) and/or legal counsel at the expense of the aggrieved.

### **D) Level Four: Arbitration**

- a) If the aggrieved is not satisfied with the disposition of this grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Board of Trustees or its Designee, the aggrieved may within five (5) school days after a decision by the Board of Trustees or its Designee or fifteen (15) school days after he/she first met with the Board of Trustees or its Designee, whichever is sooner, request in writing to the Chairperson of the Grievance Committee to submit his/her grievance to arbitration.
- b) If the Grievance Committee determines that the grievance is meritorious and that submitting to arbitration is in the best interest of the Central Falls School District, it may submit the grievance to The American Arbitration Association or the Labor Relations Connection within fifteen (15) school days after receipt of a request by the aggrieved person. The Central Falls Teachers' Union shall notify the Board of Trustees in writing that it is submitting said grievance to arbitration.
- c) All arbitration hearings will be conducted in accordance with the rules and procedures of the American Arbitration Association or the Labor Relations Connection. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of facts, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this

agreement. The decision of the arbitrator will be submitted to the District and to the Union and will be final and binding on both parties.

#### **Section 4. General Provisions**

- a) Formal decisions rendered on Levels Two and Three will be in writing, setting forth the reasoning thereof and forwarded to the parties of interest. Decisions at Level Four will be in accordance with Level Four, Part C of the grievance procedure. The Union will receive copies of all decisions made at each level.
- b) The District reserves the right to institute a grievance based on a violation of the contract. The same rights of arbitration listed in Level Four of the grievance procedure shall be applicable.
- c) Failure to communicate a decision at any step of the grievance procedure within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure to appeal at any step within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved. Time limits at any step may be extended by mutual agreement between the Union and the Superintendent.
- d) The arbitrator may hear and decide more than one grievance in each case. The arbitrator shall be bound by and must comply with all the terms of this agreement. The arbitrator shall have no power to add to, delete from or modify in any way the provisions of this agreement. The arbitrator shall have the power to make appropriate compensatory awards. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this agreement, unless the same is contrary to law or procured by fraud. Fees and expenses of the arbitrator shall be borne equally by both parties.
- e) The aggrieved shall have the option to make all hearings public or private. Both the Union and the District have the right to have legal assistance and/or stenographic assistance at all hearings.
- f) Meetings held as part of the grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to be present. Persons proper to be present are defined as the aggrieved, appropriate union representatives, legal counsel and qualified witnesses. If hearings are held during school hours, persons proper to be present shall be excused from school without loss of pay.
- g) Grievances arising from the action of an official of the rank of principal or above may be initiated by the Union with the Superintendent.
- h) The Union shall have the right to initiate a grievance of an employee or group of employees at any step of this procedure.
- i) The District agrees that it will apply the decisions of arbitration that sustain a grievance to all substantially similar situations. The Union agrees that it will not bring or continue a grievance nor will the Union represent any employees in a grievance denied by the decision of arbitration.
- j) Nothing in this contract shall be construed as compelling the Union to submit a grievance to arbitration.
- k) No reprisals of any kind shall be taken against any participants in the grievance procedure by reason of such participation.

- l) No grievance that is processed without the Union being represented shall be cited as a precedent.
- m) An official grievance shall not be placed in the personnel file of any teacher, nor shall such grievance become part of any file records which are utilized in the promotional process; nor shall any such record be used in any recommendation for job placement.

## **Article IV — Policy Matters at the School and District Level**

### ***Section 1. Teaching Qualifications***

The District agrees that it shall employ only those applicants who have earned a minimum of a bachelor's degree and have met state certification requirements.

### ***Section 2. Job Specifications***

The District shall maintain job specifications for all positions.

The Union shall be notified of and have an opportunity to review job specifications for any new positions or revisions to specifications of existing positions.

If the Union raises an objection to a job specification, such shall be made in writing and a copy submitted to the Superintendent and the Chair of the Board of Trustees within three (3) school days. While the objection is pending, the position, as posted, cannot be filled.

If the Union's objection is sustained, new job specifications shall be drawn up and the position re-posted. If the Union's objection is not sustained, the District may proceed with the posting as initially written.

### ***Section 3. Notices/Job Postings***

All notices released by the District's Central Office regarding job openings, new positions, extra-curricular positions and part-time job opportunities beyond the regular school day shall be sent electronically to all certified staff through Central Falls School District e-mail accounts during the school year and must list all details concerning the position including: a job description, required qualifications and a listing of hours and salary. Said notices posted after the last day of school and prior to the opening of school the following school year shall be sent electronically. Further, such notices must adhere to the following:

- 1) A copy of all job notices shall be sent to the union president.
- 2) Job notices and notices of vacancies shall be sent to all teachers on the established Recall List.
- 3) Job notices must be posted at least two weeks prior to filling said position, unless an emergency should arise. In such an instance, the union president shall be informed in writing that:
  - a) an emergency exists;
  - b) the nature of the emergency; and
  - c) the time frame for filling the position in question.
- 4) The president of the union shall be informed in writing of any position that is to be eliminated or left unfilled.



- 5) Individual schools may select from within their own faculties individuals who volunteer to take on responsibilities outside of the school day. Such individuals shall be compensated according to Article IX, Section 12 and shall be chosen based on seniority from among the candidates who meet the posted qualifications for the position. Should no member of said faculty volunteer, the position shall be offered district wide according to the procedures outlined above.

#### **Section 4. High School and Middle School Schedules**

Secondary School scheduling shall remain as flexible as possible in order to allow for enrichment periods and teaming.

School Based Teams may consider and propose revisions to the existing secondary school schedules.

High school teachers shall not be assigned administrative duties.

Secondary school schedules shall include advisory period(s). All certified staff other than the PBGR leader(s), and certified school nurse teacher shall be assigned an advisory group of students. The Administration shall provide teachers with sufficient supplies, materials and plans to conduct advisory sessions.

Teachers shall be informed of their teaching schedule (including subjects, levels to be taught and lunch) prior to leaving school in June. There are no duty assignments at the High School.

If a teacher's subject and/or grade level assignment is to be changed or dropped, the teacher shall be notified in writing as to the nature or reasons for the changes as soon as possible, but not later than ten (10) days prior to the implementation of the change.

The administration at the Senior High School shall project a draft master schedule and matrix of course offerings based upon enrollment and student course selections each year, prior to April 1 and present it to the School Based Team.

The District shall provide teachers with their assignment for the following school year on or before the last day of school. The District will consider teacher preference, seniority and experience in the subject area(s) as well as the needs of the students and the District.

The District will make reasonable efforts to provide a full schedule to each teacher within the department based upon certification, student enrollment, student preference and need, needs of the District and course availability.

There are no duty assignments at the Middle school. The Elementary teachers working at Calcutt shall have no duty assignment.

### ***Section 5. Summer School/Home Tutoring***

The rate of pay for Summer School and home tutoring shall be the hourly rate set in Article IX, Section 12 of this contract.

Summer School appointments shall be made as early as possible prior to the last day of the school year.

Only members of the bargaining unit in Summer School shall have recourse to the grievance procedure.

These jobs, requiring teacher certification, shall be filled first by members of the bargaining unit wherever possible.

### ***Section 6. Personnel Files***

Teachers shall have the right to inspect their own personnel files and to answer and reproduce any and all materials therein.

The District shall reproduce any and all material from the personnel file as requested by a teacher or a union representative designated in writing by said employee. The employee shall reimburse the district at the rate of fifteen cents (\$0.15) per copy, unless said request is made by the Superintendent's Office.

No materials or evaluations that question or challenge a teacher's conduct, service, performance, character or personality will be placed in his/her personnel file unless the teacher has had the opportunity to read, date and sign the material. (Material and information pertaining to the teacher's initial employment shall be excepted.) Such written acknowledgment shall in no way imply agreement or disagreement with any material contained therein. The teacher will only acknowledge in writing that he/she has had the opportunity to review said material. Arbitrary refusal by the teacher to sign the material does not necessarily mean that said material will not be entered into the personnel file and must be so noted. The teacher will also have the right to submit a written answer to such material. His/her answer shall be reviewed by the Superintendent and attached to the file copy. Not submitting a rebuttal shall in no way indicate an acceptance of the material in question.

No anonymous letter or material of any kind shall be placed in a teacher's file, nor shall any material based on hearsay.

Material shown to be false or unsubstantiated shall be removed from the personnel file. The burden of proof for false or unsubstantiated material shall rest with the teacher.

A designated member of the Union, having written authorization from the employee concerned and in the presence of a member of the District, may examine the official personnel file of that employee if the examination relates to a filed grievance, a grievance in preparation or written charges against the employee by the District.

Copies of materials in an employee's personnel file shall be permitted for official school purposes, for the use at formal proceedings, for grievances, or for the express use of the individual employee but shall not be permitted for any other purpose.

The District agrees to continue its policy of treating personnel files with the highest degree of confidentiality. Only the Superintendent, Human Resource Director, and the Board of Trustees and those administrative personnel selected to serve on committees for screening applicants for promotions or new positions in the district shall have the right to inspect personnel files. However, the Superintendent shall make available only those sections necessary to fill the promotion or new position.

The District shall keep only one personnel file per teacher to be maintained at the Central Administration Office. Once every five (5) years, a teacher shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. The Superintendent shall have the final decision in regard to removal of such documents.

At no time may a teacher's personnel file be removed from the Superintendent's office.

### ***Section 7. Teacher Summons - Disciplinary Action***

When severe deficiencies in a teacher's behavior are evident and are affecting the well being of the students, said teacher shall be summoned according to the procedures outlined below:

a) The Superintendent or teacher's immediate supervisor may request an informal meeting with the parties involved to clarify facts prior to a formal summons and hearing.

The informal meeting can be held anytime after the incident. Both sides of the incident shall be heard. The teacher has the right to have union representation at the informal meeting, unless he or she waives the right to representation in writing. A copy of the waiver shall be sent to the Union at the time it is signed and prior to any informal meeting.

b) If, as a result of the informal meeting, it is determined that disciplinary action is not warranted but that improvement in a particular area is needed, a corrective course of action shall be outlined. The corrective course of action may include narrative reports and/or additional formal written evaluations. All additional formal evaluations shall follow evaluation guidelines stated in Article IV, Section 8.

c) Any complaints regarding a teacher made to the administration by any parent, student or other person will be called to the teacher's attention immediately before any disciplinary action is to be taken by the administrator.

In cases where accusations of misconduct of any sort are made against a teacher by a third party, the teacher shall have the right to face his/her accusers before any disciplinary action is to be taken by the administration.

d) When disciplinary actions against a teacher are contemplated at the school level, the teacher shall have the right to a formal hearing before the building principal. The teacher shall be given twenty-four (24) hours written notice of the substance of the problem. The written notice shall be signed by the teacher and included in his/her personnel file. A copy shall also be sent to the Union. Based on the facts available, the building principal has the authority to recommend disciplinary action up to and including a suspension. The teacher reserves the right to submit a request to the Superintendent for a formal review of the principal's actions.

e) When the discipline, suspension or termination of a teacher is recommended for disciplinary reasons, it shall be only for good and just cause. Notification of this recommendation shall be given to the employee in writing and the reasons for the discipline, suspension or termination stated therein.

Prior to the suspension or termination of a Teacher, the Teacher shall be afforded a pre-termination hearing at which time the Teacher shall be afforded the opportunity to address the charges. This hearing shall be public or private at the election of the Teacher. The result of the hearing shall be announced by the Board and shall become a public record.

A teacher's right to appeal any disciplinary action, including suspension or termination shall be in accordance with the grievance procedure set forth in Article III. A tenured teacher terminated by the District may either arbitrate the dispute pursuant to the collective bargaining agreement or appeal pursuant to R.I. Gen. Laws 16-13-4(a). Once the terminated teacher has elected to appeal an adverse decision of the Board of Trustees to the Department of Elementary and Secondary Education, that election shall be binding on the terminated teacher, and the teacher will have waived his or her option to arbitrate the dispute pursuant to Article III. The appeal of the non-renewal of non-tenured teachers shall be as provided in Title 16 and shall not be grieved in accordance with the procedure set forth in Article III.

If the suspension or termination is found to be unjustified, then full pay and benefits shall be restored for the period of the suspension or termination.

f) Where the principal deems it necessary to relieve a teacher of his/her duties prior to a formal hearing, the Superintendent shall place said teacher on administrative leave with full salary and benefits, until such time that the required hearing is held and a decision is reached on the merits of the case. Every effort shall be made to schedule such hearing in a timely manner.

g) In all of the above cases, the teacher shall have the right to be accompanied by a union representative and/or legal counsel unless he/she waives the rights of representation in

writing. A copy of the waiver shall be sent to the Union at the time of the signing and before the formal hearing.

### ***Section 8. Teacher Evaluation Procedure***

The parties agree to adopt the Rhode Island Innovation Evaluation & Support System for use in the Central Falls School District commencing in the 2012-2013 school year

The primary purpose for the evaluation of teachers shall be constructively to indicate how teachers can improve their lessons to become more effective teachers and to evaluate their competencies and professional techniques.

Observations of professional practice will not begin until the last full week in September and shall be scheduled to be completed by May 1<sup>st</sup> ; but in no case shall occur later than May 15<sup>th</sup>. Teachers of second semester courses will not be scheduled for formal or informal observations for at least fifteen (15) school days after the second semester begins. All evaluation conferences shall be completed before the last day of school. Evaluators may observe individually or in pairs if agreed to by the teacher.

The number of evaluators engaging in an observation shall be governed by the standards established in the Rhode Island Innovation Evaluation & Support System.

All observations will be performed by individuals who meet the requisite qualifications and training as set forth in the Rhode Island Innovation Evaluation & Support System. The parties mutually agree that there is a value to having consistency of observer(s) across observations and that observations shall be scheduled accordingly whenever possible.

The evaluator will contact the teacher to schedule a pre-observation conference and formal observation at a mutually agreed upon time.

The teacher will submit his/her lesson plan to the evaluator at least forty-eight (48) hours prior to the pre-observation conference.

The pre-observation conference will be held at least twenty-four (24) hours prior to the scheduled observation.

The evaluator will provide the teacher with the aligned evidence collected during the formal observation within ten (10) school days following the formal observation. In no case will the evidence be electronically sent to the teacher prior to the end of the formal observation.

The teacher will submit his/her lesson reflection within ten (10) school days of receiving the evidence.

The formal evaluation post-conference will be held at a mutually agreed upon time and to the greatest extent possible no later than ten (10) school days following the submission of the teacher's lesson reflection.

Informal observations will primarily target areas of focus that were mutually identified during the post-observation conference. The evaluator will make every effort to accommodate the times suggested by the teacher in order to provide an opportunity to observe the targeted area(s).

The evaluator will provide the teacher with the aligned evidence collected during an informal observation within five (5) school days.

If the teacher requests a meeting with his/her evaluator following an informal observation it will be held at a mutually agreed upon time.

The summative conference will be held prior to June 15th.

### Appeal Process

A teacher may appeal Student Learning Objective (SLO) denial, Professional Growth Goal (PGG) denial, element ratings after feedback from all formal and informal observations is received, Student Learning Objective (SLO) Attainment Level and the final, overall Evaluation Effectiveness Rating.

The teacher and evaluator shall meet to discuss the SLO/PGG in question with the objective of reaching consensus. If unable to reach consensus then the teacher and/or evaluator may formally seek support from the District Evaluation Committee by contacting the i3 Coordinator in writing or by email. Within five (5) school days, the District Evaluation Committee will identify a trained evaluator and District Evaluation Committee teacher member to work directly with the teacher and evaluator to develop valid SLO/PGG goals that address and resolve the professional concerns of the parties involved.

A teacher may appeal the rating(s) of any evaluation component or element following the completion of all formal and informal observations and post-observation conferences. The teacher shall request a meeting with their evaluator with ten (10) school days after receiving feedback from the second informal observation to discuss specific concerns related to ratings. The purpose of said meeting shall be to review and discuss evaluation evidence/artifacts and reach consensus concerning the ratings in question. The teacher may provide additional supporting evidence during this meeting.

If consensus is not reached then the teacher may appeal ratings to the District Evaluation Committee by contacting the i3 Coordinator in writing or by email. The teacher shall provide the areas of the rubric, specific ratings, or contractual evaluation language under

challenge. Within ten (10) school days, Evaluation Appeal Reviewers will be assigned by the DEC to hear and resolve the appeal.

If mutual consensus of SLO attainment cannot be reached during the Summative Conference, a teacher may appeal final ratings and/or attainment levels of their SLOs. The teacher shall appeal attainment ratings to the District Evaluation Committee by contacting the i3 Coordinator in writing or by email. The teacher shall provide data in support of attainment. Within five (5) school days, Evaluation Appeal Reviewers will be assigned by the DEC to hear and resolve the appeal.

If mutual consensus is not reached regarding a teacher's final overall effectiveness rating, the teacher may appeal his/her final overall effectiveness rating. The teacher shall appeal his/her final overall effectiveness rating to the District Evaluation Committee by contacting the i3 Coordinator in writing or by email. The teacher shall provide evidence and data or contractual language under challenge. Within five (5) school days, Evaluation Appeal Reviewers will be assigned by the DEC to hear and resolve the appeal. A teacher's final effectiveness rating shall not be provided to RIDE until the appeal is settled. Only ratings of ineffective or developing may be appealed.

In the event of an appeal, the District Evaluation Committee will select three members of the DEC, two teachers and one administrator, to serve as the Evaluation Appeal Reviewers. At least two of the Reviewers must be certified by the Rhode Island Innovation & Support System. The Evaluation Appeal Reviewers will review evidence and data submitted/collected relative to the contested rubric element(s), SLO ratings and/or final overall effectiveness ratings, discuss evidence with the teacher and the evaluator and render a decision.

#### Teacher Support

A teacher who receives a final evaluation rating of developing shall be provided with a support team consisting of:

- a. The teacher's supervising administrator or administrative designee
- b. The teacher's assigned evaluator .
- c. A peer observer, teacher leader or peer teacher who has received an evaluation rating of effective or highly effective who is selected with input from the teacher.

The Support Team shall meet with the teacher and identify specific evaluation elements that require support and can be reasonably managed in a single school year. The Support Team shall also assist the teacher with identifying resources to support their professional development and improvement. Once appropriate supports are identified, it becomes the responsibility of the teacher to determine in which supports he/she will participate and the extent of participation.

The teacher shall have the right to have a Union representative at all discussions and meetings.

## Intervention

A teacher who receives a final evaluation rating of ineffective shall be placed into intervention status during the following school year. The teacher shall have the option of requesting a paired evaluation process that requires two certified evaluators to conduct the evaluation process simultaneously.

A teacher who receives a final evaluation rating of ineffective shall be provided with an intervention team consisting of:

- a. The teacher's supervising administrator or administrative designee.
- b. The teacher's evaluator(s) who are assigned during the intervention period.
- c. A peer observer, teacher leader or peer teacher who has received an evaluation rating of effective or highly effective who is selected with input from the teacher.

The Intervention Team and the teacher shall develop a Professional Development and Improvement Plan. The Plan should identify specific elements that require immediate support and can be reasonably managed in a single school year. The Intervention Team will also assist the teacher with identifying resources to support his/her growth. Once the Plan is developed it becomes the responsibility of the teacher to determine in which supports he/she will participate and the extent of participation.

The teacher's evaluator(s) and supervising administrator shall monitor the plan during all conferences associated with the teacher's evaluation process. The teacher may request additional conferences. Progress made as a result of the Plan shall be measured as part of the teacher's regular evaluation process.

The teacher shall have the right to have a Union representative at all discussions and meetings.

Evaluations must be signed by evaluators and then a copy given to the teacher. The original must be then signed by the teacher to be placed in his/her personnel file. Such signature shall indicate only that the teacher has read and received a copy of the evaluation and does not indicate approval or disapproval on his/her part. The teacher shall have the right to comment on his/her evaluation in writing and to attach said comment to the official evaluation form.

Written evaluations or reports concerning the teacher which have not been signed by the teacher to indicate that he/she has had the opportunity to read such shall be null and void and cannot become part of any file, official or unofficial. Should the teacher refuse to sign the evaluation as an acknowledgment of it, the building representative shall be notified. In the presence of the teacher, a memo signed by the evaluator and the building representative shall be written on the face of the evaluation. This memo shall detail the time, date and circumstances related to the teacher's refusal to sign. Such an evaluation shall become part of the teacher's official record.

If a teacher requests a conference with the evaluator concerning his/her evaluation, it shall be granted prior to the submission of the evaluation to the Superintendent's Office,



for placement in the teacher's personnel file. Said conference shall be granted at a mutually agreed upon time.

Evaluations shall not be returned during time programmed for teaching. Such may be returned during unassigned periods, during any time not programmed for teaching or after school.

In no case shall any evaluation or rating of a teacher be based on hearsay. Neither shall public address systems, electronic equipment and/or other monitoring devices be used in the observation/evaluation process without the informed consent of the teacher.

The administration and all supervisors shall take into consideration the special problems faced by new teachers and shall offer constructive help.

Should a teacher thus identified feel that he or she has been evaluated in a manner that materially deviates from the process established by the Rhode Island Innovation Evaluation & Support System, the teacher shall have recourse to the grievance procedure. Substantive disagreements with the results, scores, content and conclusions of a properly conducted evaluation shall be considered non-grievable and non-arbitrable. Such disagreement may be appealed to the Appeals Committee.

A copy of the evaluation shall be received and signed by the evaluator and the teacher, and a copy shall be placed in his or her personnel file.

### ***Section 9. Student Discipline Code***

The parties will work towards an environment that is safe, orderly, and conducive to learning.

The District and the Union agree that good discipline is conducive to learning and a necessary adjunct to the successful management of any instructional situation.

To this end the District and the Union agree that the maintenance of normal classroom discipline is primarily the responsibility of the classroom teacher. It is further agreed that teachers shall receive effective support from the administration in their endeavors to maintain good discipline and that teachers shall be notified of the final disposition of a discipline case.

A teacher may temporarily exclude a substantially unruly or disruptive student by sending such a student to the principal or his/her designee for appropriate disciplinary action. As soon as possible after the exclusion of a student, the teacher shall either notify the office via the intercom of the reason(s) that the student was excluded from class or send a completed disciplinary referral form to the principal or his/her designee. Prior to returning a student to the class instructed by the teacher who excluded the student, the

principal or his/her designee must communicate the outcome of the disciplinary referral to the teacher.

Should a student become a serious classroom behavioral problem, the teacher shall contact the parents of the student to arrange a conference. If necessary, such contact may be facilitated by the building's home-school liaison and/or student's guidance counselor.

All teachers shall receive a copy of the District's Discipline Policy.

### **Section 10. Students' Grades**

Grades given to students for the completion of an assigned task pursuant to the study of a required or an elective subject (or in an approved extra-curricular activity under the supervision of the teacher) are the teacher's indication of the quality of the performance by the student of this particular task or activity in relation to a recognized standard. As no one assessment truly reflects knowledge acquired in any subject area, teachers shall insure that students have been provided with multiple opportunities to demonstrate understanding of concepts or mastery of skills in keeping with current state regulations.

The teacher shall be considered the expert in evaluating a student's work. The integrity of the teacher shall be respected in grading the work of the student. All grades given by a teacher must be supported by recorded data.

The District reserves the right to implement electronic grading, electronic student portfolios and electronically accessible grade books and any similar electronic record keeping. The District agrees to provide training and adequate equipment to implement electronic grading, grade books and student portfolios.

If, at any time the electronic grading system is temporarily not accessible to teachers due to a systems failure, no reports will be due until at least one week following the repair of the system.

Grades, proficiency, attendance, physical well being, emotional status and other extenuating circumstances are all factors to be considered when determining the promotion, assignment or retention of a student.

Elementary report cards for the first quarter shall be distributed at Parent-Teacher Conferences (See Article V, Section 11) to parents that make an appointment over the two days allotted. Parents unable to attend Parent Teacher Conferences will receive report cards on the day following the last conference.

In the elementary grades, the teacher(s) shall determine the suitability of the student for promotion. The principal shall be notified of questionable promotions and possible assignments or retention of students no later than the end of the third quarter. In cases of possible assignment or retention of a student, the teacher shall consult with the principal before making a final decision.

The change of a given grade or promotion by anyone other than the subject teacher should seldom, if ever, be made. In the event that a grade or a decision regarding promotion is challenged by a student, parent or principal, this procedure shall be followed:

- a) The teacher shall listen to the challenge and attempt to resolve the matter informally.
- b) If no resolution of the challenge is made at step one, the subject teacher shall consult with the principal to determine the validity of the facts presented and to attempt to reach mutual agreement with the party making the challenge.
- c) If a mutual agreement cannot be reached, the Superintendent shall weigh all the facts and render a written decision which shall be final. A copy of this decision shall be placed in the student's record.
- d) An informational copy of the decision shall be provided and maintained in the principal's office. The affected teacher shall have the right to read the decision.

### ***Section 11. Special Education Services***

All federal and state regulations for the education of handicapped children and students with special needs shall be complied with for the duration of this contract and shall take priority when the regulation specifically contradicts a provision of the collective bargaining agreement.

Administrators will assist resource teachers in developing their schedules, if requested by said teachers. The District will provide adequate working space for speech therapists, social workers, school psychologists and other professionals who provide special services. Support staff shall be provided with access to a telephone when necessary to fulfill their job responsibilities.

Involvement in I.E.P. and ET meetings will be carried out according to Federal and State Regulations and L.E.A. special education policies and procedures. I.E.P. and ET meetings shall be held at the convenience of the parent as long as these times are reasonable. However, every effort shall be made to schedule said meetings during the school day excluding the teacher's lunch and/or unassigned time. Should it be impossible to schedule the meetings during the school day, teachers shall be compensated for attending said meetings at the hourly rate. Certain certified staff whose duties and responsibilities allow such under Article V, Section 47, may choose flex time or compensation at the hourly rate. It is the responsibility of the District to provide substitute teachers or coverage for the appropriate teaching personnel involved in I.E.P. or ET meetings held during the school day as required under federal and state regulations.

Whenever possible, special education teachers shall only be required to write Individual Education Plans for students they service during the school day.

## ***Section 12. Inclusion***

Teachers working in an inclusionary setting shall have common planning time by providing a common unassigned period to the teachers involved.

The District shall provide job-embedded professional support to teachers who are working in inclusionary settings.

Whenever possible, the number of special education students shall not exceed the number of non-identified students in an inclusion class.

## ***Section 13. Per Diem, Long Term, and Full Time Substitutes***

It shall be District policy to make every reasonable effort to hire substitute teachers to cover classes of regularly assigned teachers when they are absent.

## ***Section 14. Temporary Employees***

A temporary employee shall be defined as any person temporarily hired to fill the position of a teacher on an unpaid leave of absence.

In order to accrue seniority, a temporary employee must serve a probationary period of thirty (30) school days. Upon successful completion of this probationary period, temporary employees shall receive seniority retroactive to their date of hire. Prior to the end of this probationary period, the temporary employee's immediate supervisor will complete an evaluation. Should the evaluation be unsatisfactory, the temporary employee shall not continue in the position nor accrue any seniority rights, including recall to future vacancies.

Temporary employees shall be covered by all other provisions of this contract and shall enjoy all rights, benefits, duties and responsibilities provided herein save that:

- a) sick leave and all other fringe benefits shall be granted on a pro rata basis;
- b) a minimum of one hundred twenty (120) school days service shall be required in order for a particular year to be counted towards salary classification should the person subsequently be hired;
- c) service of sixty (60) days or more shall entitle such a person to one-half year credit when computing salary scale.

The salary of a temporary employee shall be computed according to the following guidelines:

- a) temporary employees shall be paid according to the salary classifications of this contract;
- b) a substitute teacher subsequently appointed as a temporary employee shall receive retroactively to the first day of consecutive substitute service in said position the difference between the salary earned as a substitute in said position and the salary afforded a temporary employee under guideline #a above;

- c) Union dues owed to the bargaining unit shall be deducted retroactively at the same rate as that of a regular teacher from the salary of temporary employees to the first day of consecutive service.

### ***Section 15. Teacher Directory***

Each teacher shall receive annually an electronic directory of the names, addresses and telephone numbers of the current staff by December 15th; however, if a teacher requests that his/her telephone number and/or address not appear in the directory, the request shall be honored.

The Teacher Directory prepared by the District shall include a list of the Union's officers and building representatives. It shall be the responsibility of the Union to provide the District with said list by the eighth day of school.

In no case shall a Teacher Directory be made available to anyone who is not an employee of the Central Falls School District.

### ***Section 16. Rules and Policies***

Each teacher shall receive a copy of any new or revised rules or policies that the District adopts either electronically or in written form (but not both) at the option of the teacher.

This contract shall supersede any rules, policies or practices of the District that specifically contradict a provision of this agreement.

### ***Section 17. Job Sharing***

In the event that two (2) full-time employees wish to share one (1) of their positions, they must submit a jointly written Job Sharing Proposal to the Superintendent of Schools by April 15<sup>th</sup> preceding the school year for which they wish to begin job sharing.

Any teacher interested in job sharing who does not have a partner shall notify the District in writing by April 15<sup>th</sup> preceding the year for which he/she wishes to begin job sharing. The District shall be responsible for notifying all teachers in writing of their potential job sharing opportunities by May 1<sup>st</sup>. Teachers who wish to job share should contact potential partner(s) from the list generated and submit a jointly written Job Sharing Proposal to the Superintendent by May 15<sup>th</sup>.

In the event that the May 1<sup>st</sup> list does not contain a potential partner for an employee who wishes to job share, said employee may identify a potential partner who is not currently employed by the District. The potential partner will be subject to the same interview and screening process of all new district employees. In no case shall a teacher be hired as a job-sharing partner if an individual certified for said position remains on the Recall List.

The Superintendent shall meet with the teachers proposing the request to determine the working hours, teaching schedule, etc. It is the discretion of the Superintendent to deny any job-sharing request.

All job sharing agreements must be renewed annually by May 1st. Should a job sharing agreement come to an end, the less senior of the two teachers shall be considered displaced.

The District shall provide proportional benefits to both parties, save that both parties shall be provided full life insurance benefits. The specific breakdown of benefits shall be included as part of the agreement.

Teachers involved in an approved job sharing situation may elect to purchase full medical and dental benefits at the District's group rate. Teachers electing full coverage will remit to the Finance Office the difference between the proportional coverage and full coverage. Said teachers are eligible to elect the medical insurance waiver at the proportional rate.

Principals shall give consideration to the needs of half time teachers in formulating lunch and itinerant schedules.

### ***Section 18. Professional Development***

The Union and the District agree that on going, quality professional development of certified staff is critical to the continuation of quality education in Central Falls.

### ***Section 19. Learning Strides***

Notice of the area of focus of the learning stride will be distributed to all faculty members at least 48 hours prior to the learning stride. Written feedback from the learning stride will be distributed within 48 hours following the stride to all faculty members and put on the agenda for the following faculty meeting for discussion.

### ***Section 20. School Based Teams***

Each school shall have a School Based Team. The focus of the School Based Team shall be teaching and learning. The School Based Team is intended to be representative of the school, of its families, of its students and of its community.

### School-Based Team Membership (One-year term)

- One Principal
- One Administrator (Appointed by Superintendent)
- One or Two Teachers appointed by the Union as provided in the paragraph below.
- Two teachers (Elected by certified teachers at each school)
- One Non-certified staff
- One Parent Leader
- One Student Leader (CFHS only)
- Two Community Partners (Appointed by the Board)

Except for those teachers appointed by the Union, no teachers may serve on both the School Based Team and the Principal Leadership Team.

The CFTU shall appoint one teacher on each School Based Team, except it shall appoint two (2) teachers on the teams at CFHS, Calcutt, Risk and Veterans. Each School Based Team will be co-chaired by a teacher and an administrator.

School Based Team meetings will be open to the school community. School Based Team agendas shall be published and made widely available forty-eight (48) hours in advance of meetings. Minutes shall be kept. Said minutes shall be posted electronically and available to the entire faculty.

The School Based Teams will meet at least seven (7) times during the school year and at least one time prior to the beginning of the school year. School Based Teams may also meet to do subcommittee work. School Based Teams may hold districtwide meetings, as needed.

The teachers on the School Based Teams shall receive compensation of \$1500 per year, to be paid in two installments of \$750 in January and June.

### ***Section 21. Teacher Coaches***

The District and the Union agree that “teachers coaching teachers” is an effective form of professional development. Teachers appointed to coaching positions shall be appointed in two-year increments. At the conclusion of the initial two-year coaching period, the coach may return to his/her original teaching position. Should the coach decide to remain in the coaching position beyond the initial two-year period, his/her teaching position shall be considered vacant.

Teacher coaches shall not be used to perform administrative duties or to cover the classes of absent teachers.

## ***Section 22. Mentoring***

The District and the Union agree that there shall be a Mentoring Program. The Mentoring Program shall be a collegial support system for certified staff. Its purpose is to improve student performance. The Mentoring Program shall not be used in any way to evaluate teachers.

The District will organize and conduct a new teacher mentoring program for all first year teachers. Other non-tenured teachers are encouraged to participate and will be accepted at the discretion of the principal and available funds.

Mentors will be selected from union members who have an evaluation rating of effective or highly effective, using the criteria-based hiring process. Mentors shall be compensated at the hourly rate as specified in Article IX, Section 12, not to exceed thirty (30) hours. At least twenty (20) hours shall be scheduled as individual one-on-one meetings, class observations and other agreed upon activities between the mentee and mentor.



## **Article V — Working Conditions**

### ***Section 1. School Year***

The District and the Union agree that for the duration of the contract the school year shall remain at 185 days.

The school year for students shall remain at 180 days.

Teachers shall receive an agenda/schedule for each professional development day no later than five (5) school days prior to the professional development days.

The five (5) days in addition to the 180 days of instructional time will be utilized as follows:

One (1) day for Orientation Day to be used for building and grade level meetings in the morning and teacher preparation time in the afternoon.

Two (2) days to be used for professional development.

Two (2) days to be used for parent conferences.

### ***Section 2. School Calendar***

The school calendar shall be considered a working condition and term of employment and shall be agreed to by both the District and the Union before it is adopted.

Within one week of receipt of the suggested school calendar from the R.I. Association of School Administrators, the Superintendent and the Union shall collaborate in the development of the proposed calendar.

Any days required as make up days due to any reason whatsoever shall also be subject to mutual agreement between the two parties.

The District shall provide each teacher with a copy of the negotiated school calendar and the professional calendar for the following school year by the close of school in June.

### ***Section 3. Orientation Day***

Teacher Orientation Day shall be scheduled the first day of the school year.

Teachers shall be allowed to utilize at least two (2) hours of orientation for classroom preparation.

It is recognized that teachers have a professional obligation to prepare their classrooms for opening day.

## ***Section 4. Length of the School Day***

Margaret Robertson Elementary School  
8:15 AM – 2:30 PM

Capt. Hunt Early Learning Center  
8:45 AM – 3:00 PM

Veterans Memorial Elementary School  
Ella Risk Elementary School  
8:05 AM – 2:20 PM

Dr. Earl F. Calcutt Middle School (5<sup>th</sup> and 6<sup>th</sup> grades)  
8:00 AM – 2:30 PM

Dr. Earl F. Calcutt Middle School (7<sup>th</sup> and 8<sup>th</sup> grades)  
8:00 AM – 2:30 PM

Central Falls High School  
8:00 AM – 2:30 PM

Teachers shall report at least five (5) minutes prior to the opening of the school day. All teachers shall be in their homerooms or assigned stations by the above opening times.

Teacher participation in a breakfast program or bus duty shall be strictly voluntary. This shall not refer to school nurse teachers who are required to ride a bus with medically fragile children, nor shall it refer to teachers on fieldtrips.

Teachers shall be free to leave the building five (5) minutes after the end of the school day. It is recognized, however, that teachers have a professional obligation to make themselves available to students and/or parents as circumstances warrant.

The five (5) minute requirement shall be waived on special days such as half-days, professional development days, orientation day, days of parent-teacher conferences and early dismissal due to inclement weather.

Classes shall not terminate before the end of the regularly scheduled day.

The teacher shall have the responsibility of locking and unlocking his/her own classroom whenever the room is to be unoccupied.

## ***Section 5. Signing In and Out of School***

The procedure below shall be followed to insure the proper supervision of children at all times.

At the elementary, middle and high schools, wherever an electronic guard system is present, it shall monitor arrival and departure of anyone entering or leaving the building. Teachers will be provided an identification card and shall be expected to swipe the card upon entering the schools in the morning and leaving or entering at any time during the school day including dismissal time.

In any building without an electronic guard, each building principal shall provide attendance sheets with names of faculty members and make them available at the principal's office or another designated area that is centrally located in the building.

Upon arrival teachers shall initial a sign-in sheet in the principal's office. If late, a teacher shall note the time of arrival next to his/her initials. (Teachers shall report at least five (5) minutes prior to the opening of the school day.)

Upon departure teachers shall initial a sign-out sheet in the principal's office.

During the school day, should teachers wish to leave the building during unassigned and/or lunch periods, they shall sign their initials and note the time they leave and return to the building.

Itinerants and support staff who are assigned to more than one building must initial the time sheet upon arrival and departure from each building. Support staff whose assigned schedule changes on a given day must notify the clerical staff in the Special Education Office of the change in the morning of said day.

Except in extenuating circumstances, no teacher shall sign in or out for another teacher.

Safety and building security is a high priority. Security cameras may be secured in the near future. These cameras will be placed in strategic locations monitoring entrances and hallways to assist in ensuring a safe school environment.

## ***Section 6. Homeroom***

### ***A. Elementary***

Homeroom periods for routine procedures consisting of collection of lunch money, milk money, attendance. Morning exercises and dissemination /collection of notices shall be conducted during the first five (5) minutes of the school day. Each school shall determine a method for the collection of lunch and milk money and, if necessary, the homeroom period may be extended to facilitate such collections at the discretion of the principal.

In the event that a building has a head teacher, the responsibility for the homeroom of this individual will be assigned to another staff member in lieu of a building-wide responsibility. Such assignments will be on a rotating basis.

In no case shall the homeroom teacher be responsible for more than routine procedures. Any duties beyond such routine procedures shall be strictly voluntary.

Teachers not assigned to homeroom and itinerant staff will be assigned building-wide responsibilities during the homeroom period.

## **B. System Wide**

In a building where the eligible staff is larger than the number of homerooms assigned, the assignment of homerooms shall be on a rotating basis. Eligible staff shall include all teachers except: nurse-teachers, guidance counselors, itinerants, the athletic director, discipline facilitators, team leaders and head teachers, social workers, psychologists, DPTs, speech therapists, librarians, and the president and elementary and secondary vice-presidents of the Central Falls Teachers' Union. Teachers in said buildings shall be given the option of rotating out of homeroom duty based on seniority. Teachers relieved of homeroom duty shall be assigned other building-wide responsibilities during the homeroom period. The homeroom period for the high school shall be the first ten (10) minutes of the school day.

## ***Section 7. Plan Books and Syllabi***

Plan books and course syllabi are regular expectations from all teachers on an ongoing basis. The course syllabi as developed by the teachers shall be distributed in English and Spanish to all students and families involved.

A plan book (or individual folders or portfolios in lieu of a plan book) outlining the major instructional areas to be covered for the coming week will be kept at the teacher's desk and will be available to supervisory personnel.

Master schedules outlining texts, time periods, subject areas, groups etc. shall be maintained in the front of the plan book and shall be updated as the need occurs.

In the planning of instruction, teachers should indicate that they are cognizant of the general objectives of a lesson or lessons. They should also include materials and procedures they intend to use to accomplish these objectives. Plans shall indicate how the teacher will assess student progress.

Art, music, library and physical education periods at the elementary level will be noted in the plan book.

Non-tenured teachers will be required to submit plan books for approval of the principal and/or other supervisory personnel on a weekly basis.

Tenured teachers shall not be required to submit said plan books to the principal or other supervisory personnel for approval. Tenured teachers shall have their plan books

available in a specified place to be determined by the supervisor and teacher for the supervisor's perusal.

Each principal and faculty shall determine the day by which plan books must be prepared for the week.

Itinerant teachers shall present plan books upon request of the principal and/or supervisory personnel in buildings in which they are scheduled. Said itinerant's plan book shall accompany him/her at all times.

Certified staff with non-teaching assignments shall maintain a weekly calendar of scheduled activities (i.e. counseling sessions, parent conferences, testing periods, unassigned periods, ET meetings) and any other events scheduled for a given day or time period.

Should a teacher remove his/her plan book, he/she must prepare an alternate lesson plan and keep it available in a designated desk location for substitute use.

Alternate lesson plans should be reviewed and updated periodically (it is recommended at least twice each month) in order to keep current and usable. It is further suggested that the alternate plan not deal with the introduction of new work, but concentrate on review and reinforcement material.

The Union and the District agree to explore alternative ways for tenured teachers to plan instruction, reflecting new trends in education.

### ***Section 8. Lunch/Breakfast Program***

Itinerant periods shall end in sufficient time for the classroom teacher to accompany their students to the cafeteria so they do not lose time designated for their lunch.

No elementary teacher shall be assigned to either lunch or recess duty unless in an emergency. A rotation list based upon seniority shall be established annually for such emergencies. The least senior teacher shall be placed at the top of the list.

All kindergarten through fourth grade teachers shall have a minimum of thirty-five (35) minute duty free lunch period. All fifth through eighth grade teachers shall have a minimum of thirty (30) minutes duty free lunch period. Ninth through twelfth grade teachers shall have a minimum of twenty-five (25) minutes of duty free lunch period.

If any teacher should become involved at any time in a breakfast program outside the normal work day, it shall be strictly of his or her own volition.

## **Section 9. Faculty Meetings**

Teachers shall be required to attend the following number of meetings if said meetings are called. The purpose of said meetings should be for professional development and/or to conduct business and/or provide staff with information that cannot be done by notice or memo. The meetings are:

### **A. General/Staff**

One staff meeting may be called by the Superintendent each semester, if necessary, during the school year. If the meeting is held after school hours, said meeting shall commence fifteen (15) minutes after the latest student dismissal time of the district schools involved.

Three days notice for general staff meetings shall be given.

### **B. Building Principal**

One faculty meeting per month during the school year may be called by the principal. Elementary faculty meetings shall be held on the First Tuesday of each month. Secondary faculty meetings shall be held on the third Tuesday of each month. Calcutt elementary grades 5 and 6 faculty meetings will be held on the third Tuesday of the month.

A principal may call four (4) additional faculty meetings during the school year provided at least forty-eight (48) hours notice is given to the faculty and there is mutual agreement between the principal and the designated building representative.

### **C. Principal Leadership Team**

The Principal Leadership Team at each school may require teachers to attend up to three (3) one hour meetings per year for purposes of professional development. Teachers shall be compensated at the hourly rate specified in Article IX, Section 12 for attendance at the meetings.

### **D. Curriculum Articulation Meetings**

Middle school teachers may be required to attend up to three (3) meetings annually, if needed. High school teachers may be required to attend up to two (2) meetings annually, if needed. The purpose of these meetings shall be for cross grade articulation of content.

### **E. Elementary Curriculum Meetings**

Elementary teachers may be required to attend three (3) curriculum articulation meetings. These sessions will be building-based according to grade level or content area. Each building's school improvement team will determine the agenda of the building based meetings. Activities for these meetings shall include, but not be limited to, review

of new curricula or programs, sharing of student work, assessment of student work, sharing of classroom practice, etc.

## **F. Supervisors of Title I, Elementary ESL, Elementary Special Education and Itinerant Programs**

Such supervisors may call up to five (5) meetings per year.

## **G. General Guidelines for Faculty Meetings**

- 1) No meetings at which attendance is required shall be scheduled on a day when classes are not in session, with the exception that teachers shall be required to attend an Orientation meeting on the day prior to the opening of school.
- 2) Additional meetings in any of the categories above may be held, but attendance is strictly voluntary.
- 3) An agenda for all meetings listed above shall be distributed to all parties at least one day in advance.
- 4) Meetings shall start not later than fifteen minutes after the dismissal time of students and may extend up to one (1) hour from the starting time. Teachers have a responsibility to be on time. Teachers absent or late have a responsibility to make themselves aware of the business of the meeting.
- 5) Attendance at the above meetings is considered to be professional responsibility and attendance is expected of all certified staff. A teacher having a valid reason may be excused from any meeting by his/her principal or immediate supervisor. A principal and/or supervisor may require documentation for an absence.
- 6) It is recognized that the time limits mentioned herein shall constitute the minimum required by contract and that teachers have the professional obligation to make themselves available beyond the minimum as conditions may from time to time necessitate; however, any additional time beyond the one hour will be strictly voluntary.
- 7) Teachers enrolled in graduate courses that conflict with any of the meetings delineated in subsection B, C, D, E and F above shall be excused from such meetings by the appropriate supervisor upon presenting proof of registration in said course.
- 8) A teacher volunteer or a teacher selected by the faculty shall record minutes of building faculty meetings. If no teacher is available, the responsibility falls to the building representative. Teachers have the option to devise a plan of rotation to take notes at faculty meetings. The verification of such minutes shall be made by the principal and the building representative by affixing their initials on the minutes within five (5) school days after any faculty meeting. The recorder at faculty meetings shall electronically mail said minutes to all faculty members. The recorder shall keep the original copy of the minutes.
- 9) At the conclusion of school faculty meetings, the Union shall be allowed to make brief announcements and distribute materials to its members and to all other interested parties.
- 10) In no case shall any teacher be required to attend more than ten (10) total meetings per year as designated in sub-sections C, D, E, and F.

## **Section 10. Parent Conferences**

Teachers will be required to report to their respective schools for an equivalent of five hours twice a year for the purpose of conducting parent conferences. One session shall run from 1:00 PM-3:30 PM; the second session of the day set aside for parent conferences shall run from 5:00PM-7:30PM. Teachers are free to leave their buildings between sessions.

The immediate supervisor of an itinerant or support staff person who serves more than one building shall determine which parent teacher conferences said individual shall attend, after consulting with said individual.

The first Parent Conferences shall be held immediately following first quarter. Elementary report cards for the first quarter shall be distributed at Parent-Teacher Conferences to parents that make an appointment. Parents unable to attend Parent Teacher Conferences will receive report cards on the day following the last conference. The date of the second Parent Conference shall be agreed to by the District and Union when the annual calendar is adopted pursuant to this Article.

## **Section 11. Class Size**

The District agrees that should additional classroom space become available or the district enrollment substantially decreases, the District and the Union shall open negotiations to discuss a reduced class size. The District and the Union recognize the value of achieving optimum teaching-learning conditions by assuring workable class size.

To this end the School District and the Union have agreed to the following class size numbers:

### **A. Mainstream Classes**

Pre-Kindergarten	Maximum
Half-Day Pre-K (3 years old)	18
Half-Day Pre-K (4 years old)	18
Full Day Pre-K (4 years old)	18

Grade Level	Maximum
K-1	23
2-6	25
7-12	27



Mainstream class size limitations shall apply to inclusion classes.

## **B. ESL / Integrated ESL Classes**

Grade Level	Maximum
K-1	19
2- 6	21
7-12	23

All special needs classrooms shall consistently apply the rule for least restrictive environment.

Elementary special needs self-contained classes shall have a maximum class size of ten (10). Secondary special needs self-contained classes shall have a maximum class size of thirteen (13). Any compensation for classes that exceed ten (10) for Elementary and thirteen (13) for Secondary shall be in line with established procedures.

Special needs resource Resource/Inclusion and Intensive Instructional Strategists;(Inclusion) caseloads shall be limited to thirty (30) students which includes students receiving Intervention.

Title I caseload shall be limited to thirty-eight (38) students which includes students receiving Intervention.

Speech Language Pathologists, Occupational Therapists, Physical Therapists and Adapted Physical Education teachers shall have a caseload cap of forty (40) students which includes students receiving Intervention.

Whenever there is a discrepancy in caseload of ten (10) or more among social workers and school psychologists across the district, the caseloads will be redistributed to make them equitable.

High school and middle school physical education class size max shall be thirty-two (32).

Advisory group sizes shall be limited to fifteen (15) students.

Specialized classrooms (e.g. visual arts, industrial arts, consumer and family life, computer, etc.) shall adhere to a class maximum determined by the number of workstations designated for each specialized classroom by the respective departments and administration after reviewing specific curricula. By the sixth day of school, the high school principal and each chairperson of departments housing specialized classes and the middle school principal and the encore/physical education facilitator shall submit proposed class size maximums to the Union President and Superintendent for consideration.

If any of the aforementioned class size maxima are exceeded, teachers shall be compensated as follows:

- a) Compensation for overages shall begin the third Monday in September or the 15th day of school, whichever comes first. Teachers shall begin reporting their overages that week [see (e) below].
- b) The rate shall be equivalent to the hourly rate established in Article IX, Section 12 per student per day. Payment shall be pro-rated based upon the proportion of the day that a teacher provides services to a student. The parties agree that it is the District's responsibility to maintain accurate attendance data; and it is the teacher's responsibility to transmit accurate classroom attendance.
- c) Overages in classes where more than one teacher is working shall be paid only to the person responsible for preparing and delivering the instruction in said class. In a class where the responsibility for the planning and the delivery of instruction is shared either for a whole day or for a portion of the day, the compensation shall be evenly divided based upon the rates established in (b).
- d) Whenever an itinerant is solely responsible for the delivery and planning of instruction, only that itinerant shall be paid an overage for that portion of the day.
- e) It shall be the responsibility of teachers to report overages. They shall do so on the last school day of each week. Forms for reporting class overages shall be provided by the principal. It shall be the Superintendent's discretion whether or not to honor overage claims made in any manner other than the one outlined herein.
- f) Students on home instruction shall not be included when calculating overages.
- g) Band, chorus and other large group instructional situations, shall be exempt from compensation for exceeding class size maxima.
- h) In determining compensation due a teacher for class size overages, said teacher's absences shall be deducted from days due.
- i) All money due any teacher for class overages shall be paid with their regularly scheduled payroll deposits.
- j) Class size limits may be exceeded for itinerant elementary teachers (physical education, art, music and library) by no more than three (3) students per class only to facilitate the mainstreaming of special needs students. Classes of itinerant teachers that exceed class maxima for any other reason shall be subject to overage compensation.

Class size limits shall exceed the stated maxima without compensation only for the purposes of innovation and/or experimentation upon consultation and majority decision among the administration, the teachers involved and the union president. The parties support innovative scheduling and curricular specialization, as well as reasonable flexibility in grouping or re-grouping necessary to such experimentation or specialization.

The Union shall receive by the 8th school day a listing of all elementary, middle, and high school classes, and the class size of each. Should the distribution of students be considered inequitable, the Union shall have recourse to the grievance procedure.

The Superintendent and the Union shall meet as soon as possible to address any emergency arising within the District as it relates to class size limits established in this section.

## ***Section 12. Unassigned Periods/Break/Common Planning Time***

Unassigned periods are those periods during which the teacher is not assigned to regularly programmed responsibility.

### **A. Elementary**

Elementary teachers have unassigned time when itinerants take full charge of the room. If the itinerant teacher is absent or unavailable to fill the regular itinerant schedule, the classroom teacher shall maintain the regular classroom schedule, or shall be free to present the special subject area.

All Pre-K-6 teachers shall receive one unassigned period daily generated by the itinerant schedule. This unassigned time shall be in fifty (50) minute blocks.

Elementary teachers shall have one (1) hour per month of common planning time after school. Meetings will begin within 15 minutes of the end of the school day.

### **B. Secondary**

All high school teachers shall have at least one unassigned period daily equal to one instructional period but not less than fifty (50) minutes, whichever is greater. High school teachers on the same instructional team shall have common unassigned time.

Middle school teachers (grades 7-8) shall have an unassigned period daily equal to one instructional period but not less than fifty (50) minutes, whichever is greater. Middle school teachers (Calcutt 7-8) shall have common planning time every other week after school for one hour if the schedule committee is not able to create sufficient job-embedded common planning time during the school day. High school teachers shall have one hour every other week of common planning time after school. Meetings will begin within 15 minutes of the end of the school day.

In any revised schedule adopted at the Middle School, the time for common planning and unassigned time, shall be equal for all teachers.

## ***Section 13. Academic Preparations***

All middle and high school teachers shall not be required to teach more than two subjects and no more than three different academic preparations. Levels within the same grade and/or subject shall not be considered a different academic preparation except for Honors levels classes.

Advisories shall not be considered a separate preparation and shall be fully integrated into middle and high school schedules.

Wherever practical, all teachers shall carry an equitable number of preparations.

Teachers shall not be required to teach outside their areas of certification.

No elementary teacher shall be assigned a split grade. However, the Union and the District agree that all teachers should have the latitude voluntarily to group students across grade levels for instructional purposes.

### ***Section 14. Right to Leave the Building***

Teachers shall have the right to leave the building during their unassigned periods, lunch time etc. This shall be done in accordance with Article V, Section 5 of this contract.

If unusual circumstances arise, however, the principal has the right to request that the teacher not leave the building during said unassigned time.

### ***Section 15. Unavailability of a Teacher's Classroom***

Should a teacher's classroom be temporarily unavailable for use, the teacher's class(es) may be assigned to a reasonable alternative location.

### ***Section 16. Classroom Interruptions***

The District and the Union agree that in the interest of the continuity of the learning process, classroom interruptions are to be permitted only in the case of emergency. This will not apply to administrative and supervisory personnel.

The principal in each school shall distribute electronically regular and routine daily notices during homeroom periods or lunchtime only. Principals shall make use of mailboxes whenever possible to distribute notices, materials, etc. All regular and routine notices shall be posted on faculty bulletin boards for at least one day.

A notice requiring all visitors to report to the principal's office prior to reporting to the classroom shall be posted at all entrances to the building. All visitors to a building must report to the main office to either sign in or to utilize the electronic devices that have been installed for the purpose of recording all visitors to the schools.

All meetings and/or assemblies for extra-curricular activities, including class activities at the secondary level, shall not take place during class time unless unusual circumstances arise.

Any meeting or assembly that would benefit the overall educational experience for students may be planned during class time; however, teachers must receive notice at least forty-eight (48) hours in advance, except in an emergency.

### ***Section 17. Double Sessions***

In the event that double sessions or an altered school day become necessary during the term of this contract, said change shall be negotiated with the Union.

Once school schedules have been adopted through negotiations, determination of session preference (AM vs. PM) within one's grade assignment shall be based on seniority within the affected buildings.

### ***Section 18. Detention Periods***

If deemed necessary, students may be detained after school by the administration and/or the classroom teacher. Such detention periods shall not exceed forty-five (45) minutes for grades K-5 or one (1) hour for grades 6-12. In the primary grades (grades K-3) teachers should give parents a one-day advance notice when a student is to be detained after school for more than ten (10) minutes.

At the high school level, students will be assigned office detention for one (1) hour after school by the administrative staff.

At the middle school level, students will be assigned one (1) hour or two (2) hour after school detention or three (3) hour Saturday detention by the administrative staff.

Participation in supervising detention at the high school and middle school levels shall be strictly voluntary and will be provided by a seniority-based rotation of teachers. The building-based method for scheduling the rotation shall be presented to the Superintendent and the Union President each September along with a tentative supervisory schedule. Compensation for supervising detention shall be at the hourly rate. It shall be the responsibility of the teacher to submit pay vouchers to the building principal on a bi-weekly basis. In order to insure safety, an administrator shall remain in the building at all times during assigned detention periods and shall be available should any incidents occur. Should an administrator be unavailable, detention shall be cancelled.

### ***Section 19. Report Cards***

Elementary Level – Teachers may close mark books five (5) days prior to the official end of the quarter. Report cards for the first three quarters must be completed by the second school day following the end of the quarter. Report cards for the first quarter shall be provided to parents at parent conferences or shall be sent home the day following conferences for students whose parents cannot attend. The second and third quarter report cards shall be distributed on the eighth day following the last day of the quarter in order to allow sufficient time for translation.

Report cards for the fourth quarter shall be distributed on the last day of classes. Fourth quarter report cards in need of translation shall be forwarded to the appropriate translator

at least six (6) days prior to distribution. Teachers may close books five (5) days prior to the date that translations are due.

Middle and High School Levels – Teachers may close their mark books five (5) days prior to the official end of each of the first three quarters. Grades shall be submitted on the proper forms by the end of the second day following the official end of the quarter. Report cards shall be distributed on the eighth day following the last day of the quarter.

Mark books shall close five (5) days prior to the last day of school at the middle school level and five (5) days prior to the beginning of final exams each semester at the high school level. Teachers shall submit grades and mark books by the last day of school.

For high school seniors, mark books may officially be closed five (5) days prior to the beginning of senior exams. Teachers will turn in senior marks at the beginning of the third school day following the last senior exam, however, senior failures must be reported by the beginning of the school day following the administration of each exam. However, failures in areas where exams are scheduled for the last day of senior exams must be reported by the end of the day.

At the beginning of each academic year, teachers shall be provided with a schedule outlining the above due dates and a list of students requiring report card translations. The translation list shall be updated quarterly.

At all levels, teachers shall be provided with all necessary report card materials on the day that they may officially close their grades.

## ***Section 20. Supplies and Books***

The District will provide sufficient textbooks / instructional materials to insure that each student in a classroom has textbooks or appropriate instructional material for his/her own use and instructional materials as needed in the school system to insure that each student has enough materials to provide for his/her learning experience.

The District agrees that supplies and books shall be delivered to teachers before the opening day of school.

Textbooks and workbooks shall be issued no later than Thursday of the first full week, and shall not be required to be collected prior to the final week of school

Whenever a new building, program or classroom is established; the District shall provide an adequate supply of books and materials in insure proper operation.

At the middle school and high school level, each English and ESL classroom shall be provided with an appropriate dictionary and thesaurus.

The District and the Union believe that there should be teacher participation and consultation in the selection of textbooks and teaching materials. To that end and with the knowledge and agreement that the final decision of selection is that of the Superintendent, the parties agree to continue the practice of consultation among teachers, heads of department and administrative staff.

### ***Section 21. Filing Cabinets/Teachers' Desks***

The District shall provide each teacher with a desk and filing cabinet to be located in his/her room for maintaining his/her professional school records and materials. For teachers who are not assigned to a single classroom, other suitable arrangements will be made between the teacher and the principal.

The District agrees that all purchases of desks and filing cabinets shall include locks. Teachers receiving said filing cabinets shall have choice of two, three or four drawer models.

Duplicate keys for said cabinets and desks will be maintained in the principal's office.

### ***Section 22. Audiovisual/Technological Equipment and Training***

The District agrees to continue to provide audiovisual and technological equipment in good working order for the classroom teacher. Provision will be made by the District for the timely repair, distribution and collection of such materials.

The District and the Union recognize the value of providing the latest technologies to teachers and students; therefore, the District will make available to each building instruction for teachers in the use of technologies when they are made available.

### ***Section 23. Additional School Facilities***

When new school buildings are constructed, the District shall provide an appropriate furnished room to be used as a faculty lounge in each building.

Also provision shall be made for adequate consultation rooms suitable for uninterrupted work for psychological testing and teacher-parent interviews.

### ***Section 24. Standardized Tests***

Standardized tests, mandated by the District, shall be machine corrected and scored.

Standardized tests for kindergarten shall also be machine scored where feasible.

Assessments that make use of constructed responses shall be incorporated into the regular assessment schedule and teachers shall be expected to score the work.

The purpose of such testing is to provide the opportunity to diagnose, prescribe and provide continuity of the program needs of each student. Teachers are encouraged to utilize fully the test results and student records that are available. Assessment data shall be used by the faculty for the purpose of planning instruction and grouping of students.

When state or district-wide testing is mandated to be administered at a specific time, the building administrator will ensure that schedules are revised so that teachers will not lose their unassigned period and/or lunch period.

### ***Section 25. Student Records***

By the opening day of school, all teachers shall have the access to the records of students assigned to their classes. Electronic delivery of such records is expected. Teachers will be provided with the necessary tools and training to access such information regularly. Records of all students will be centralized in each school and made available to the teachers. This information shall be located at the Principal's Office on the elementary level and at the Guidance Office in the middle school and high school.

Clerical duties, such as the initial preparation of report cards (i.e. the information portion pertinent to each pupil) and the information portion of transfer cards shall not be the responsibility of the teacher. Teachers shall only be responsible for student's grade, text, level for math and reading, and special programs designation on the reports cards and transfer card.

### ***Section 26. Curriculum Revision or Development***

The District Management Councils shall discuss, consider and recommend to the Superintendent and the Board of Trustees revisions to the curriculum to ensure that the curriculum is aligned with state standards and the state testing program. Curriculum revision shall be prioritized as agreed to by the councils. Any curriculum review committee shall consist of a majority of certified staff members on District Management Councils.

Whenever a teacher individually develops a course, which receives District approval, said teacher shall be scheduled to teach the course for the first two (2) years that it is offered.

### ***Section 27. Elementary Art, Health, Library, Music, and Physical Education, Teachers***

Elementary art, health, library, music, and physical education teachers shall hereinafter be referred to as itinerants.

All itinerant teachers shall begin their regular teaching schedule on the first full school day of school and shall conduct classes through the last day of school.



It shall be the responsibility of the building principal to provide itinerants with their tentative teaching schedules on orientation day.

The District shall employ a sufficient number of librarians to provide one itinerant/librarian period per week to each elementary student. Elementary librarians shall be assigned to each elementary school in accordance with state regulations.

When an itinerant teacher assumes responsibility for the entire class and lesson, the classroom teacher is free to leave the room during that time in accordance with Article V, Section 13 of this contract.

Itinerant teaching periods shall be in fifty (50) minute blocks, or their equivalent. Itinerant schedules shall be divided into the equivalent of six (6) periods per day. When an itinerant has an unassigned period, he/she shall be required to teach the equivalent of five (5) fifty (50) minute periods.

The principal shall make every effort to schedule events (i.e. assemblies, movies, activities, etc.) in a manner that does not conflict with the established itinerant schedule. Should this not be possible, the itinerant shall escort his/her scheduled class to said event and the classroom teacher shall retain his/her unassigned time. The itinerant shall remain on-hand during the event. In cases where teachers rotate supervision of scheduled events, itinerants shall be included in said rotation. Should the event conclude during the time that the itinerant is still responsible for the class, then he/she shall resume his/her program.

Itinerants shall get preference for available rooms in which to teach their classes when scheduled to be in a particular building. Principals shall schedule activities around the itinerant schedule so as not to interfere with the itinerant's ability to use a particular room for teaching. If an activity cannot be scheduled to avoid conflict with the itinerant's program, he/she shall be notified by the principal one day in advance, except in an emergency.

Itinerant schedules shall be made equitable in all elementary buildings throughout the District so that all teachers will receive the same number of itinerant periods. Each building principal shall submit his/her schedule for itinerant teaching periods to the Superintendent by October 1<sup>st</sup> to ensure district wide equability.

Itinerant schedules for pre-school and certain special needs classes shall be determined on an individual basis by the building principals in consultation with the itinerants and the teachers involved.

Itinerant teachers who are assigned to a particular building at least fifty percent of the week shall be required to attend faculty meetings in said building. Itinerants who spend less than fifty percent of the week in any particular building will be assigned by the Superintendent to one building for the purpose of faculty meetings.

Itinerant teachers shall be assigned to a building-wide responsibility during the homeroom period.

### ***Section 28. Extra-Curricular Activities***

Teacher participation in extra-curricular activities shall be strictly voluntary.

### ***Section 29. Fieldtrips***

All field trips must conform to the District's policy on field trips. The cost of transportation for field trips may be included as part of the budget process in each building.

Medically fragile students must be accompanied by a certified school nurse-teacher on all field trips.

Every effort shall be made to arrange for the parent or guardian of any student who requires medication during a field trip to act as chaperon for said trip. In cases where it is not possible for the parent or guardian of a student requiring medication to chaperon said trip, a certified school nurse-teacher must be present to dispense the medication. At no time shall a teacher dispense medication during a field trip.

Medically fragile students and/or students who require medication shall not be excluded from field trips because of inconvenience caused by the necessity of providing a certified school-nurse teacher.

### ***Section 30. Transportation of Students***

Members of the bargaining unit shall not be required to transport students in their automobiles.

### ***Section 31. Salary Payments***

Teachers shall be paid every other Thursday during the academic year beginning not later than the second Thursday of that academic year.

Teachers may select one of the following pay options:

- a) 22 equal checks
- b) 26 equal checks

Teachers shall be paid by direct deposit from among the financial institutions with which the district has established agreements for such direct deposits, provided the teacher has an account at a banking institution that receives such deposits.

Should any teacher wish to change his/her payment option he/she shall notify the Finance Office by August 15.

In no case shall the District hold regular paychecks beyond the regular two-week pay period.

### ***Section 32. Assault and Battery***

Principals shall forward to the Superintendent all cases reported in writing of assault or battery suffered by teachers in connection with their employment.

No teacher shall be required to receive into his/her classroom a student who has previously battered or assaulted him/her, unless no other alternative is available.

Teacher absences resulting from an injury sustained during battery that occurred while the teacher was discharging his/her duties within the scope of his/her employment shall be dealt with in accordance with R.I. Gen. Laws § 9-1-31.

After the supplemental benefits provided for in R.I. Gen. Laws § 9-1-31 expire or if a retirement application is denied, the teacher shall be entitled to benefits outlined in Article VIII, Section 2J.

### ***Section 33. Health and Safety Standards / Building Emergency Policy***

Members of the bargaining unit shall work under safe and healthful conditions according to standards set by the State.

Certified staff who are required to make home visits shall have access to cell phones. The District shall be responsible for developing procedures for the use of its cell phones.

In the event of an emergency in a school building due to lack of heat, electricity, plumbing, etc.; the principal or his/her assistant shall call the Superintendent's office immediately and appropriate action will be taken to insure the well-being of the faculty and student body. Should the Superintendent be unavailable, another administrator shall be designated to take appropriate action in such emergencies.

The District shall provide the Union with two (2) copies of the established district policy that deals with building emergencies resulting from fire or from a lack of heat, electricity, plumbing, etc.

### ***Section 34. Secondary School Class Load, Team Composition, and Duty Assignments***

High School classroom teachers (grades 9-12) shall be assigned classes, lunch, and an unassigned period, except those teachers granted non-teaching periods as specified elsewhere in this contract.

Given the same number of teachers on a team, the administration will make a serious effort to keep team sizes equitable with consideration to the needs of the students on the team.

If there are insufficient classes in a given high school department or on a given high school team to assign a full teaching load to each available teacher, then the reduced teaching load shall be assigned based upon the certification held by members of that department or team with further consideration given to seniority, i.e. less senior teachers shall be assigned full teaching loads first.

The administration shall make every effort to provide common planning time to teachers who teach collaboratively or who are team teaching interdisciplinary units.

The District and the Union agree that a safe and orderly environment is a prerequisite for an effective school.

Middle school core subject teams shall be composed of grades seven and/or eight teachers.

To the greatest extent possible, Middle School core teachers will be part of a team and will be expected to participate in team planning regularly.

### ***Section 35. Part-time Teachers***

Part-time teachers shall be entitled to benefits listed in this contract on a proportional basis. The District will prorate individual (or family) coverage for medical insurance, dental benefits, sick leave, personal leave and any other fringe benefit accordingly. However, full life insurance benefits will be provided to anyone employed at least half time. Said teachers shall have the option to purchase the other half of medical and dental benefits directly from the Finance Office.

### ***Section 36. Secondary Exams and Exam Schedules***

In keeping with the Regulations emphasizing proficiency based graduation requirements, the parties agree to administer Common Course Assessments (CCA) and evaluate senior portfolio presentations each year. The Upper House Academies shall retain the right to select a senior project or a Capstone Project in lieu of portfolios if their academy themes lend themselves more readily to a different requirement.

At the teachers' discretion with the approval of the building administrator an end of course exam schedule will be designed for each grade level/team/department that will allow for appropriate time to score and record the data.

The requirements for secondary exams and exam schedules will be addressed by the District Management Council in accordance with Article IV, Section 20.

### ***Section 37. Annual Notice of Position, Assignment, Salary and Step***

The District shall provide each member of the bargaining unit with an annual notice of position, assignment, salary, step and fringe benefits.

For the purpose of this agreement position shall mean the job for which the teacher is certified and has been hired. Assignment shall mean the building, grade level and/or subject(s) the teacher shall teach.

Teachers shall receive said notice by October 1st each year.

### ***Section 38. Elementary Title I and Resource Teachers***

#### **A. Elementary Title I Teachers**

Elementary Title I teachers shall begin their regular teaching schedule no later than the fourth full day of school.

Elementary Title I teachers may be assigned to assess students new to the district, including ESL students, during the first three days of the school year.

#### **B. Resource Teachers/Support Staff**

Elementary and middle school resource teachers and support staff shall begin their regular teaching schedule no later than the fourth full day of school.

The Special Education Director shall provide resource and support staff teachers with tentative lists of students to be serviced by the first full day of school. Administrators shall assist resource teachers and support staff in developing their schedules, if requested by said teachers. Resource teachers and support staff shall submit their tentative schedules to their building principals for approval no later than the third full day of school.

Should there be a shift in resource case load during the school year so that resource teacher(s) in a building have significantly fewer students than resource teachers in another building, the Special Education Director shall be able to assign a resource teacher with the significantly lower case load to the building with the greater need for resource upon consultation with the Union President.

### ***Section 39. Response To Intervention***

Teachers have the option of accruing a maximum of 5 days compensatory time or receiving the hourly rate for time accumulated attending RTI meetings or completing RTI duties beyond the teacher workday. Requests for compensatory time must be in at least half-day increments. Requests for compensatory time must be submitted to the Superintendent at least five (5) days in advance for approval. Compensatory time accumulated during the school year must be used during that year and may not be carried over to the following year. Only 1 day may be used after May 15.

New RTI positions shall be subject to posting procedures outlined elsewhere in this contract. The District shall provide adequate on-going training to all teachers selected to serve as RTI members.

### ***Section 40. Certified School-Nurse Teachers***

The District agrees to employ an adequate number of certified school-nurse teachers effectively to staff the current buildings and to provide daily medication to students.

### ***Section 41. Mileage Reimbursement***

Certified staff whose schedules necessitate use of his/her personal automobile to travel out of the school district shall be reimbursed in accordance with the Internal Revenue Service mileage rates.

Said staff shall submit a monthly log of miles traveled to his/her supervisor for approval. Forms for this purpose shall be provided by the school district.

### ***Section 42. Flex Time***

The District and the Union agree to providing flex time to certified staff whose approved schedules require them to work outside the time parameters outlined in Article V, Section 4 of this contract. Under no circumstances shall a flexible schedule either exceed or be less than that of the other certified staff schedules outlined herein.

Such flexible schedules must have prior approval of the Superintendent or the certified staff member's immediate supervisor.

### ***Section 43. Reporting of Teacher Absence***

Absence from teaching duties will be reported according to District policy. Except under emergencies, every attempt should be made to report such absences the night before or by 6:30AM the morning of the absence.

## **Article VI — Promotion and Transfer Policy**

### ***Section 1. Middle School Team Leaders***

There shall be a Team Leader for each teacher team. All Team Leaders shall work 185 days and be compensated at a rate of \$2,000 per school year.

### ***Section 2. Lay-off or Failure to Re-hire Teachers***

If a teacher is not to be re-hired, the Superintendent, upon authorization by the Board of Trustees, shall notify said teacher by the applicable statutory deadline, and shall tell the teacher the reason for not being re-hired. The Superintendent shall give the teacher the reasons for dismissal in writing, and a copy of such shall be placed in the teacher's personnel file. The Union shall receive a copy of each individual or group letter.

Any failure to re-hire teachers shall be in accordance with the provisions of 16-13-2, 16-13-3, 16-34-4, or 16-13-6 of Rhode Island General Laws.

Any hearings due to lay-offs shall take place within a reasonable period of time at the request of the Union and/or the individual teacher prior to the effective date of dismissal.

The District agrees that no new appointments to teaching positions shall be made while a properly certified teacher is laid off. Laid off teacher shall be placed on the Recall List according to their system-wide seniority and shall be recalled when a position becomes available in their area of certification.

### ***Section 3. Recall List***

It shall be the responsibility of teachers on the recall list to ensure that the District has on file a copy of their current Rhode Island teaching certificate. Those not certified will be purged from the list. Furthermore, a teacher shall be purged from the Recall List after he/she refuses a full time position offered prior to October 1.

Should a teacher on the Recall List change his or her address, it is the responsibility of the teacher to inform the District of the new address. Failure to do so within six months will result in a teacher being purged from the Recall List. The District shall provide written notice by certified mail to any teacher purged from the recall list, with a copy provided to the Union.

No one should be purged from the Recall List until the Union has reviewed all the facts and the steps leading to such an action. Any teacher placed on the Recall List after April

1, 2017 shall be purged from the Recall List four (4) years after layoff. Teachers on the list, prior to April 1, 2017, shall be purged on June 30, 2020.

#### ***Section 4. Displacement of Teachers Due to Alteration of Program or Classroom Re-Designation***

Upon presentation of data, programs may be discontinued only after notification of the Union. Upon receipt of such notification, the Union may request to meet with the Superintendent and Chair of the Board of Trustees to discuss the proposed program discontinuation prior to the final decision being made.

The following procedure shall be followed should the District alter current practices or positions due to changes in federal or state law; regulation; program guidelines; or shift in student demographics:

1. The Union and the District shall meet to decide if the alteration is a significant change of working conditions or job description of teachers currently providing services in the affected program.
2. If there is a significant change in working conditions or job description, the Union and the District shall make every attempt to place the affected staff in any positions made available by the alteration of services and/or delivery of instruction. This shall include changing the designation of an elementary classroom as ESL or mainstream.
3. If more than one teacher is impacted by programmatic changes (i.e. conversion of a classroom from ESL to mainstream) the qualified teacher with the most seniority shall be offered the position first. In the event the altered position is not accepted, the least senior qualified teacher shall be assigned the altered position
4. Any affected teacher not certified to assume an altered position, or any teacher for whom there is no altered position available, shall be deemed displaced. (See Article VI, Section 10)
5. Any teacher displaced by the altering of programs or positions shall be subject to the Criteria Based Hiring Process or Spring Mutual Consent Process outlined in Article VI, Sections 6 and 7.

Should the District need to discontinue a program, teachers in said program shall be considered displaced and shall be subject to the Criteria Based Hiring Process or Spring Mutual Consent Process. (See Article VI, Sections 6 and 7)



## ***Section 5. Vacancies***

A vacancy occurs only when a teacher resigns or retires from his/her position or when a new position is created. All vacancies shall be posted by the Superintendent in accordance with Article IV, Section 3.

All vacancies arising within the District shall be posted within ten (10) days of their occurrence. The candidate selected to fill a vacancy shall begin her/his assignment within thirty (30) days from the posting. For internal candidates, the transfers shall occur at the quarter break or as soon as their position is filled.

No teaching vacancy will be filled, except on a temporary basis in an emergency, until after the period of time posted for the filing of applications. The President of the Union shall first be notified of any temporary appointments where an emergency exists before a vacancy is filled.

No teacher shall be discriminated in the selection process because of the potential disruption of filling a vacancy during the school year.

Positions made available by teachers on approved leaves of absence for specific periods of time shall not be considered vacancies. Said positions shall be filled by temporary employees, or by the placement of displaced teachers in these positions. Regular staff shall not be allowed to transfer to said temporary position while the approved leave is in effect.

The District and the Union deplore the use of political influence in the choice of persons to fill vacancies, and the use of political influence in obtaining positions will be regarded as unprofessional conduct.

## ***Section 6. Criteria Based Hiring Process***

### **A. Applicability**

The Criteria Based Hiring Process will apply to any and all certified positions regarding, promotions and transfers.

All positions to be filled through the Process will be posted internally for a period of seven (7) calendar days or less if mutually agreed to by the Superintendent and Union President.

B. Interview Committee

The Committee will be made up of the principal or other administrator, one teacher selected by the CFTU, and one teacher selected by the principal.

C. Application Review and Criteria

The Committee will review all qualifying applicants forwarded by HR. All internal applicants meeting the posted qualifications will be interviewed. The Committee will rank each application based upon the following qualifications:

1. Teacher Competencies/Criteria (for a total of up to 90 points) broken down as follows:
  - a. Content knowledge and pedagogy: educational background, expertise and success in teaching subject (up to 15 points);
  - b. Achievement: shows a trend of excellence and concrete results in endeavors (up to 20 points);
  - c. Critical thinking: analyzes situations thoroughly and generated effective strategies (up to 15 points);
  - d. Communication skills: demonstrates effective written and oral skills (up to 15 points);
  - e. Professional engagement: demonstrates professionalism (up to 15 points);
  - f. Work Experience as a teacher (up to 10 points)

In the event two or more internal candidates are competing for a position and have achieved scores within 10% of the highest score on Competencies a through f above, then work experience within the Central Falls School District shall govern rank order.

When all interviews are complete, the Committee will create a list of endorsed candidates.

D. Recommendation for Offer

The Superintendent will review all selected candidates in order to ensure they came from the list of approved eligible candidates and that the Committee has endorsed the hire. If the Superintendent does not follow the recommendation of the Committee, the Superintendent will provide the rationale for his/her decision to the Committee members in writing.

Any decision of the Administration regarding an assignment or transfer or promotion is subject to the grievance process.

## ***Section 7. Mutual Consent Process***

The Mutual Consent Process will apply to designated certified positions. This process will be for transfers and the placement of displaced teachers. All known vacancies available for the following school year will be included in the Mutual Consent Process. All teachers must have received a developing or higher final effectiveness rating as a result of their most recent evaluation.

The District shall hold its regular Mutual Consent Process at least one week prior to the close of school. A second Mutual Consent Process shall be held within one week prior to the opening of school. Both Mutual Consent Processes shall be held on dates mutually agreed upon between the Union and the District. Any position which becomes available after the first Mutual Consent Process and before the date that is two weeks prior to the second Mutual Consent Process will be filled in accordance with the Criteria Based Hiring Process.

A preliminary list of vacancies and postings will be e-mailed to each teacher at least five (5) school days prior to the Mutual Consent Process. The Union shall receive a list of all vacancies and postings, as well as a list of teachers to be displaced, prior to the notification of teachers thus affected.

The Union shall receive updated seniority lists prior to any Mutual Consent Process.

Teachers interested in selecting a position shall register at the Mutual Consent Process as follows:

- a. Each person registering will receive a card which equates with his/her seniority.
- b. Teachers who register to select a position shall be called upon in descending order of seniority.
- c. The Mutual Consent Process shall begin thirty (30) minutes after the last dismissal time listed in Article V, Section 4.
- d. A teacher must possess the appropriate Rhode Island Department of Education certificate in order to select a position.
- e. A teacher may designate another teacher to select a position in his/her place by filling out a proxy form. It will be the responsibility of the teacher to return the proxy form to the Superintendent by the start of the Mutual Consent Process.

Any position which has become available as a result of a selection during a particular round may not be selected until the next round. A round shall be defined as one movement through the seniority list. A round means that each individual on the seniority list has had the opportunity to select a position once or that all positions available in that round have been filled.

The Superintendent may deny a more senior teacher's selection to a position if there is an overriding educational reason to prevent the placement of the teacher in the selected position. The focus of the Superintendent's review shall solely be the placement of the teacher in the new position, not to keep the teacher in her/his current position.

If a more senior teacher is denied the position which he/she selected due to an overriding educational reason, a side conference will commence with the teacher, District and Union, and the District will provide the more senior teacher with a verbal rationale for its decision. The teacher may withdraw his/her selection. If the teacher wishes to go forward with his/her selection, the District will provide the teacher a written rationale for the denial with a copy to the Union within two (2) days. The teacher's vacated position will not be posted in the subsequent round while the selection is under review.

If the teacher wishes to contest the denial of the position, the CFTU may file for expedited arbitration within five (5) work days from receipt of notice of the denial. The parties agree to cooperate in scheduling a hearing date as soon as possible. The Superintendent has the burden of proof at the arbitration proceeding. The parties agree to limit the testimony at the hearing to one full day, unless additional time is granted by the arbitrator. The arbitrator shall issue an award no later than August 1.

If the teacher wins the arbitration he/she shall assume the new position. The teacher's vacated position will be posted at the second Mutual Consent Process to be held within one week prior to the opening of school,

If the teacher loses the arbitration the teacher shall assume his/her former position. The position the teacher was not placed in will be posted at the second Mutual Consent Process to be held one week prior to the opening of school.

Displaced teachers must make an initial selection during the first round if a position exists for which they are certified.

Vacancies which remain unfilled at the conclusion of the Mutual Consent Process shall be filled by teachers on the Recall List and then by new personnel.

New vacancies or new positions arising after the Mutual Consent Process shall be posted in accordance with Article IV, Section 3. However, vacancies occurring during the two week period prior to the second Mutual Consent Process shall not be posted. A list of such vacancies with postings will be emailed to all teachers at least five (5) days prior to the date for the second Mutual Consent Process.

## ***Section 8. Transfers***

Transfers to fill a vacancy shall follow the Criteria Based Hiring Process or Spring Mutual Consent Process. In no case shall a member of the bargaining unit be denied a transfer to a teaching assignment for which he/she is certified if he/she is the only

applicant provided he/she has an evaluation rating of developing or higher. Further, no new employee shall be hired to fill a position for which a certified member of the bargaining unit has applied.

The District will confer with the Union and the teacher identified to discuss potential assignment options before transferring a teacher in a district-wide position from one school assignment to another during the school year. For internal candidates, the transfer shall occur at the quarter break or as soon as their position is filled.

No teacher may be transferred out of his/her teaching assignment against his or her will.

### ***Section 9. Displaced Teachers***

A displaced teacher is one who temporarily does not hold a particular position for the following school year but remains employed by the school district and who has not been notified of lay-off.

A teacher is displaced when a building closes, a program is discontinued, enrollment declines significantly requiring fewer classes to be offered or to accommodate the placement of teachers into positions. Said displaced teacher shall apply for a transfer to fill any vacancies within their area of certification and shall adhere to the Criteria Based Hiring Process or Spring Mutual Consent Process.

In accordance with the Spring Mutual Consent Process all displaced teachers shall be placed into positions. Displaced teachers shall be considered on an equal basis with all other regular transfers. Appointments will be made in accordance with the Criteria Based Hiring Process or Spring Mutual Consent Process.

Whenever a grade and/or teaching assignment is moved from one building to another, the teacher shall not be considered displaced; and the teaching assignment shall not be posted as a vacancy. If more than one teacher has the same grade and/or teaching assignment in the building affected, the teachers of that same grade, in the order of seniority, shall be given the option of either moving or remaining in said building.

## **Article VII — Seniority**

### ***Section 1. Seniority***

Seniority shall be defined as the length of continuous service as a member of the bargaining unit under contract to the Central Falls School District.

No employee covered under the terms of this contract shall accrue seniority beyond the school year as defined in Articles V, Section 1.

In cases of approved leave or involuntary lay-off such time shall not count toward seniority, but shall not void seniority already accumulated.

Teachers on sabbatical leave or exchange leave shall accrue full seniority rights.

### ***Section 2. Appointment Date***

Where seniority is equal, the date of official appointment by the District shall be the determining factor in all cases where seniority is considered.

Where the appointment date is the same, the date of application shall be the determining factor.

### ***Section 3. Building Privileges***

Privileges within a building shall be allocated based on seniority. Building privileges shall include things such as parking, room assignments (wherever feasible giving due consideration to student, curriculum and programmatic needs), duty assignments, etc.

# Article VIII — Sick Leaves and Leaves of Absence

## Section 1. Sick Leave

### A. Sick Leave/Family Illness Policy

Thirteen (13) days per year cumulative to one hundred fifty (150) days shall be granted for personal illness or for family illness of members of a teacher's immediate family. Immediate family shall mean: husband, wife, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, or any other person residing in the immediate household. Teachers who have accumulated more than 150 days on June 30, 2012 shall not forfeit her/his days.

If a person resigns before completing his/her contract, the District may, after examining the merits of the particular case, pro-rate sick leave at the rate of 1/12<sup>th</sup> sick day per day under contract.

The District has the option of requiring a certificate of illness submitted by a physician when an employee has utilized sick leave for five (5) or more consecutive school days.

Sick days may be taken in one hour increments if needed by a teacher because of a scheduled medical appointment for lab testing, or for a medical examination. However every effort should be made to schedule such an appointment outside of school hours.

Teachers shall be charged partial sick leave should they miss part of the school day due to illness. Such leave shall be deducted in full hour increments by rounding off the nearest hour beginning at 8:00 AM.

### B. Extended Sick Leave

Extended sick leave with full pay shall be granted to all regularly employed personnel during periods of long or serious illness or injury.

Extended sick leave shall be granted only after the expiration of all accumulated regular sick leave or after the first five (5) days of an illness or injury period, whichever is the longer period, but in no case will extended sick leave commence before the 6th day of any period of illness or injury.

Extended sick leave shall be granted based on the teacher's current year of service\_ in the District:

Fourth and Fifth Year Teacher	10 Days
Sixth through Fourteenth Year Teacher	40 Days
Fifteen or More Years of Service	50 Days

Unused extended sick leave shall remain credited to a person after any has been used up for an illness or injury. Said unused extended sick leave shall accumulate once again by adding five (5) days of extended sick leave for each year of additional service, not to exceed the totals listed above.

Certification of illness or injury by a physician may be required in cases in which extended sick leave is granted.

Additional extended sick leave may be granted by the Superintendent at full or partial salary.

### **C. Sick Leave Pool**

Any certified member of the staff may voluntarily become a member. He or she shall contribute two (2) of his/her annual allotment of sick days to the Pool.

Anyone wishing to contribute to the Pool must indicate so on a form provided by the Superintendent's office prior to September 15th of the academic year they choose to join. Anyone who wishes to withdraw from the Pool must likewise do so prior to the annual September 15th deadline. Any days contributed to the Pool the previous year by the individual desiring to withdraw shall remain in the Pool.

Only contributing members to the Sick Leave Pool shall have access to the sick leave accumulated in the Pool, and only in accordance with procedures and conditions outlined herein.

Should the need arise, the Sick Leave Pool Board of Governors (see below) has the power to adjust the annual rate. Any adjustments for the following year will be made known to the members by the last day the school year.

Days contributed shall be accumulative and non-returnable to the members. These days will remain in the pool as long as it continues to exist. Should the Pool cease to exist, any accumulated sick days shall be returned to contributing members in a manner to be determined by the Board of Governors.

The Pool may provide extra sick days to those Pool members suffering from a long-term, catastrophic illness. However, the Pool member must exhaust all of his or her accumulated and extended sick leave and personal days prior to accessing the Pool. Once these leaves have been exhausted and a member has been out of work for five (5) additional, consecutive school days, he/she may apply in writing to the Board. This shall be done so by use of a form available at the Superintendent's office.

Additional sick leave, if granted, shall be deducted from the accumulated pool. It shall be applied retroactively to the first day after which the member had exhausted his/her own leaves, as indicated above.



The decision to grant or deny additional sick leave shall rest solely with the Board of Governors (see below). These decisions shall be final and binding and not subject to the grievance procedure.

The Board shall routinely request a second opinion by a physician selected by the Board. The cost of this second opinion, if not covered by the individual's health plan, shall be borne by the Union for bargaining unit members and by the District for administrators. The Board may choose to waive the request for a second medical opinion at its discretion. Additional documentation may be required by the Board.

A member may be granted Sick Leave Pool allotments in up to (30) thirty day increments. At the end of each thirty day increment, the member must re-apply in writing to the Board.

The Pool shall be governed by a five (5) member committee: the Superintendent, (1) one member appointed by the District, (3) three appointed by the Union President. Board members may serve for two years, but may be re-appointed by the Union President or the District.

All decisions shall be rendered in writing to the member in question. A copy shall be sent to the President of the Union.

The Superintendent shall serve as chair and may only vote to break a tie. The Chair shall maintain all records of the pool and shall present an accounting of the pool's operation to the all Pool members by June 1<sup>st</sup> of each year.

#### **D. Sick Leave Due to Pregnancy, Miscarriage, Abortion or Childbirth**

Sick leave which is taken due to pregnancy, miscarriage, abortion, or childbirth shall be taken at the discretion of the employee and her doctor.

It shall be the responsibility of the employee to submit verification from her doctor as to when she should leave and return to her teaching duties.

Disabilities caused by pregnancy, miscarriage, abortion, or childbirth shall be considered temporary disabilities and shall be considered such under the terms and conditions set forth in Article VIII of this contract. Employment practices and policies including the commencement and duration of leave, the availability of leave extensions, accrual of seniority, all health and temporary disability insurance and other benefits and privileges shall be applied equally to employees on leave due to pregnancy, miscarriage, abortion or childbirth.

Employees returning from sick leave due to pregnancy, miscarriage, abortion or childbirth shall be restored to the position they held at the time such leave commenced, or in the event that the position is being filled by a permanent full time employee, said returning teacher shall go to an equivalent position.

In no case, however, shall any temporary and/or substitute teacher be retained in a position claimed by an employee returning from such leave.

### **E. Report of Sick Leave Used**

For the 2013-2014 school year only, the Office of the Superintendent shall by October 15<sup>th</sup> provide each teacher with a hard copy report of his/her accumulated sick leave. Said report shall list the number of sick days accumulated. If there is disagreement regarding said report, the teacher will be given dates of sick leave used.

### **F. Quarantine**

There shall be no loss of salary or sick leave allowance in any single case when a teacher is subject to quarantine by the order of the Board of Health for reason other than personal illness of the teacher, or if a teacher is excluded from school by the school nurse-teacher for a school related communicable disease, such as scabies, ringworm, pink eye, pediculosis, etc., (excluding the common cold). This section shall apply as long as quarantine is in effect. Absence under this provision must be supported by a certificate from the Department of Health.

## ***Section 2. Full Pay Leaves***

A leave of absence at full-time pay shall be granted as follows:.

### **A. Professional Leave**

Teachers may apply for professional days to visit schools, attend conferences, participate in workshops or seminars, etc. by filling out a form for such at least five (5) days prior to the leave.

Such professional leave shall be granted solely at the discretion of the Superintendent.

### **B. Religious Observance**

Up to three (3) days annually may be granted to teachers whose religious obligations require their absence from their daily duties.

### **C. Union Conferences/Meetings**

Up to ten (10) days for the President and/or one other teacher to be selected by the Union shall be allowed by the District to attend educational conferences of the Department of Education; RI General Assembly legislative hearings relating to education; and/or the educational meetings of the AFL-CIO, the RIFT, the AFT or its affiliate organizations that are a benefit to the teacher in his/her teaching profession.

These days shall be taken upon notification of the Superintendent. No more than two (2) people may be on leave at one time.

## **D. Court Leave/Jury Duty**

Unlimited leave for a court appearance as party defendant or plaintiff under contractual obligation, or as witness under subpoena, or on jury duty, or as a perspective parent in court adoption proceedings.

The teacher must remit to the District compensation received as a witness or juror. Written notification of the need to appear in court must be submitted to the District upon request for said leave.

## **E. Bereavement Leave**

Bereavement leave shall consist of up to seven (7) consecutive calendar days in the event of death in the immediate family. Immediate Family shall mean: husband, wife, domestic partner, son, daughter, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any other person residing in the immediate household.

A teacher shall be allowed two (2) days for a grandparent (or the grandparent of a spouse) not living in the household.

In the event of the funeral of other relatives, namely aunt, uncle, brother-in-law, sister-in-law, niece, nephew, first cousin, a teacher shall be allowed one (1) full day.

In the event of the funeral for a friend or any other relative, a teacher shall be allowed one (1) full day and one half day (or three half days) per year.

Additional funeral leave without loss of pay may be granted at the discretion of the Superintendent.

Notification of such aforementioned absences shall be made at the Superintendents office not later the one (1) day prior to the day of the leave, unless unusual circumstances exist.

## **F. Sabbatical Leave**

The District on recommendation of the Superintendent shall have the discretion to grant a sabbatical leave of absence for up to one (1) year for approved scholarly programs or for any other purpose judged by the Superintendent to be of benefit to the teacher's professional growth and an educational benefit to the system. Such shall be done under the following conditions:

- 1) Each teacher granted a sabbatical leave will be reimbursed at the rate of 50% of the teacher's regular salary for a full year's leave or 100% of the teacher's regular annual salary for a leave of one half year or one semester.
- 2) Any teacher granted a sabbatical leave must agree to return to the Central Falls District at the expiration of such leave and to remain for two (2) years, unless released by the District.
- 3) Any teacher not released by the District who resigns prior to the end of two (2) full school years after return shall refund 1/20th of the salary he/she received

while on leave for each month of the school year he/she fails to serve under this obligation. This requirement shall be contained in the written sabbatical agreement.

- 4) Each teacher granted leave shall, upon his/her return, be entitled to service credit for longevity, seniority, retirement, appropriate placement on the salary schedule and increments due him/her in accordance with the length of leave granted.
- 5) Teachers on such leave shall have regular monthly state retirement contributions deducted by the District as required by law, based upon salary earned from the District for the period of such leave.
- 6) Teachers on such leave shall have any contributions required by law or contract continued.
- 7) No more than two (2) teachers in any one school year shall be absent on sabbatical leave.
- 8) A teacher seeking a sabbatical shall have completed at least seven (7) full years of service to the District.
- 9) Applications for a sabbatical must be submitted by January 31<sup>st</sup> to be considered for either semester of the following academic year.
- 10) Department chair compensation shall not be applied as part of the regular salary, unless the chair volunteers to return periodically to perform his/her departmental duties on a schedule agreed to by the chair, principal and Superintendent.

### **G. Personal Days**

Teachers shall be granted two (2) days for personal business upon request to the Superintendent. A form for such requests shall be given to the principal or his/her designee and forwarded to the office of the Superintendent.

Except in emergencies, requests shall be made at least three (3) days prior to the actual start of the personal day.

Personal days may be utilized for conducting personal business which cannot be conducted outside of the regular school schedule.

Personal days may be taken in one hour increments.

Personal days are not to be used the day before or after a holiday or vacation period, unless a written explanation is submitted with the request and approved by the Superintendent. Except in cases of emergency, personal days may not be used to extend vacation periods.

In emergencies, notification shall be made to a teacher's principal or immediate supervisor, who shall notify the Superintendent's Office. Proper forms must be filled out upon return to school.

The reason for personal absence need not be disclosed at the time of the request. However, if more than six (6) requests are received for any given school day, then all

requests beyond the first six shall require a stated reason and the approval of the Superintendent.

Additional days may be granted at the discretion of the Superintendent.

If any portion of personal day leave is not used by the completion of the school year, such shall be added to a teacher's accumulated sick leave.

#### **H. Job Connected Injury**

An employee absent from his duties and receiving compensation as provided under the Workers' Compensation laws, may be granted sick leave or personal leave in an amount not to exceed their regular compensation. The total of the two shall not exceed the regular salary for a given pay period or the total annual salary.

Any leave in excess of accumulated sick leave, earned extended sick leave or personal leave shall be deemed leave without pay.

#### **I. Regents Fellows**

Upon selection, a teacher shall be granted leave to serve as a Fellow at the Rhode Island Department of Education. While on leave, a teacher shall maintain the same benefits as those afforded to all district teachers.

#### **J. Military Leave**

A regular teacher who is a qualified member of the Armed Services will be allowed a leave not to exceed ten (10) school days in any one (1) school year to receive military training with the Armed Services under the following conditions:

- 1) Evidence is shown that this obligation cannot be carried out at a time when school is not in session.
- 2) The teacher shall forward to the Superintendent notification of such duties at the earliest possible dates.
- 3) The teacher shall provide evidence that such training has been completed satisfactorily.
- 4) During such leaves a teacher shall receive the difference between his/her scheduled pay and the compensation he/she receives from reserve training if the latter is less than the regular salary. Payments under this section shall be made only after official military vouchers are submitted by the teacher.

### ***Section 3. Leaves Without Pay***

#### **A. Parental or Child Rearing Leave**

A parental leave without pay of up to two (2) years for the care of children shall be granted to employees upon application to the Superintendent. Such leave may be extended an additional year by the Superintendent upon application from the employee. After exhausting parental or child rearing leave (a maximum of three years), a teacher shall either resume his/her teaching responsibilities or be placed on the Recall list. All

employees on parental leave shall have the option of retaining their comprehensive medical coverage in accordance with Article IX of this contract. Employees electing such option shall reimburse the District for such medical coverage at the current group rate applicable to all other employees. Individual arrangements must be made with the Finance Office. Employees may return from parental leave during the school year. Such employees shall be restored to the position that they held at the time such leave commenced providing that the position is not being filled by a permanent full time employee.

## **B. Military Leave**

Military leave of absence without pay will be granted in accordance with state and federal law.

It is the policy of the Central Falls School District that any employee of the Central Falls School District who is on military leave status due to having been called to active duty shall, during the period of that leave, maintain the paid medical and dental benefits that he or she would have been entitled to had he or she not gone on military leave status, to the extent permitted under the provisions of any relevant medical or dental insurance plan.

As a condition of receipt of those paid medical and dental benefits, the employee shall give reasonable notice of his or her military service as provided in 38 U.S.C.A. Section 4312. The entitlement to paid medical and dental benefits shall continue until such time as the employee terminates his or her employment with the Central Falls School District, provides notice that he or she does not intend to return to his or her employment after completing military service, or fails to return to work within a reasonable time after completion of his or her military service.

Nothing in this policy shall be construed to extend paid medical or dental benefits to employees whose entry in the military service postdates their beginning employment in the Central Falls School District.

Nothing in this policy shall be construed to limit the rights of the school district to change carriers of any medical or dental insurance plan, or to amend or alter the provisions of said plan.

## **C. Peace Corps Leave**

Teachers who join the Peace Corps, or similar endeavors, shall be granted a leave of absence without pay not to exceed two (2) years. Upon their return to Central Falls, they shall be placed on a step on the salary scale as if they had never left, providing said teachers notify the Superintendent in writing of their intention to return within thirty (30) days of separation from the Peace Corps.

## **D. General Leaves**

The District shall grant a leave of absence to a teacher who has completed three (3) years of continuous service as follows:

### **1. Personal**

One (1) year for personal reasons, except that said teacher cannot without approval of the District take employment in any other school system, except substitute duty in Central Falls.

### **2. Government Employment**

The District shall approve a leave not exceeding two (2) years for employment in a government agency - local, state or national.

### **3. Outside Employment**

The District may grant up to two (2) years leave for a teacher who takes employment outside the District when in the judgment of the Superintendent such employment is of definite benefit to the Central Falls District.

### **4. Military Teaching**

For teaching in Armed Forces dependent schools, one (1) year with a two (2) year limit.

### **5. Union Service**

Up to two (2) years leave without pay for Union service.

Upon proper application an employee who is an officer of the union, or who is appointed to its staff, shall be given a leave of absence without pay for the purpose of performing legitimate duties for the Union. Except in an emergency, application for said leave shall be made in writing at least thirty (30) days before the opening of school.

Such shall be given annual salary increments of the salary scale appropriate to his/her rank.

Only one (1) teacher at a time can be on a Union Leave.

## **E. Leave Return**

Any teacher on a approved leave of absence from the District must notify the Superintendent's office by May 1<sup>st</sup> of his/her intentions for September of the year following the conclusion of said approved leave. Failure to comply shall indicate termination of employment from the District.

## **F. Leave Extensions**

All leaves listed in Article VIII of this contract may be extended at the discretion of the Superintendent.

## **G. Forms For Requesting a Leave**

All forms for requesting leaves shall be available in the outer office of each school building and shall be readily accessible to teachers.



# Article IX — Salaries and Rates of Pay

## Section 1. Salary Scale

The District shall provide each teacher with a copy of the negotiated salary scale for each school year not later than the orientation meeting the day before school begins.

The District shall provide, at the same time, a copy of any negotiated changes in fringe benefits.

The salary shall be:

Step	2018-2019	2019-2020	2020-2021
1	\$ 48,098	\$ 49,300	\$ 50,533
2	\$ 48,621	\$ 49,837	\$ 51,083
3	\$ 50,189	\$ 51,444	\$ 52,730
4	\$ 53,848	\$ 55,194	\$ 56,574
5	\$ 57,509	\$ 58,947	\$ 60,421
6	\$ 61,168	\$ 62,697	\$ 64,264
7	\$ 64,827	\$ 66,448	\$ 68,109
8	\$ 68,487	\$ 70,199	\$ 71,954
9	\$ 72,147	\$ 73,951	\$ 75,800
10	\$ 75,806	\$ 77,701	\$ 79,644
11	\$ 76,329	\$ 78,237	\$ 80,193
12	\$ 79,624	\$ 81,615	\$ 83,655

### Horizontal Scale

BA + 15	\$ 800
BA + 30	1,100
BA + 45	1,450
BA + 60	1,700
MA	2,800
MA +15	3,050
MA +30	3,250
MA +45	3,450
CAGS	3,650
PH.D	3,900

National Board for Professional Teaching Standard  
\$6,000

The District's agrees to pay one-half (1/2) of the assessment fee for new candidates, when other sources of outside funding are unavailable.

Master's Degree in field shall receive a bonus of \$400.

## ***Section 2. Salary Classification Status***

- 1) For professional staff to move horizontally on the salary scale, they must successfully obtain the specified number of credits and/or specified degrees listed. Each credit earned toward a listed increment must represent one (1) semester hour of approved graduate study at a college or university and be verified by an official transcript. Undergraduate credits may be applied towards an increment only if the staff member can demonstrate that the course(s) are directly related to his/her teaching assignment. Said undergraduate credits must be earned during the staff member's employment in the Central Falls School District. In lieu of applying credit towards a bonus, a staff member may use fifteen (15) hours of professional development credit as one credit towards a salary classification. Likewise, CEUs awarded for workshops and/or conferences may be applied towards the salary scale. However, CEUs earned during the time the District has granted the individual a professional leave may not be applied towards the salary scale.
- 2) Neither college nor professional development credit nor CEUs submitted and accepted for the BA+15, BA+30, BA+45 or BA+60 classifications can be resubmitted or utilized for post master's degree classifications.
- 3) Applications for changes in salary classification status will be processed by the Superintendent's Office only twice annually. Applications with official transcripts, certification of professional development credit, and/or certification of earned CEUs must be submitted prior to September 15th and February 15th if the salary received during the ensuing semester is to reflect the desired change in classification. Application forms are available from respective building principals or request may be made at the Superintendent's office.

## ***Section 3. Salary Step Classification***

Teachers hired prior to February 1<sup>st</sup> shall proceed to the next salary step as of September 1<sup>st</sup> of each subsequent year.

Teachers hired after January 31<sup>st</sup> shall proceed to the next salary step as of February 1<sup>st</sup> of each subsequent year.

The procedure above shall not apply when computing eligibility for longevity pay nor for tenure.

For all teachers hired after ratification of this Agreement, a teacher must have received compensation for 135 days in order to be credited for one year. All step increases will begin the succeeding year.

## **Section 4. Extra Compensations**

### **A. High School Content Leaders**

Content Leader positions at the high school level shall consist of the following:

1. English/ ESL/ Modern Languages/Social Studies
2. Mathematics/Arts
3. Science/ Physical Education/ Health
4. Special Education/Reading

Content leaders shall be selected from those teachers who hold a master's degree in the subject area and/or a Master of Arts in Teaching and/or secondary administration, provided the individual is certified to teach in that department and from those who have had at least three years teaching experience in the system.

A content leader shall be allowed one (1) administrative period equal to an instructional period per day in order to support/mentor teachers in their content area, and carry out curricular and other content leader responsibilities. The content leader administrative period shall be eliminated in the beginning of the 2018-2019 school year. Content leaders may conduct classroom visits (including serving as RIIC peer observer) for the purpose of supporting and mentoring teachers.

Content leaders shall work a 185 work year. Compensation for content leaders shall be \$2,000 per school year.

No content leader shall be required to cover for absent teachers when substitutes are unavailable.

The High School Content Leader Positions shall be eliminated at the end of the 2018-2019 school year.

### **B. Middle School Team Leaders**

Compensation for middle school team leaders shall be \$2,000 per school year. Middle school team leaders shall work a 185 day work year. Middle School Team Leaders will not be required to perform administrative duties. The Middle School Team Leader Positions shall be eliminated at the end of the 2017-2018 school year.

### **C. Athletic Coaches**

Head coaches shall receive \$3,825 per season. Head Football coach shall receive \$4,420 per season. Assistant coaches shall receive \$2,975 per season, except assistant football coaches whose compensation shall be \$3,315 per season. Middle School Coaches shall receive \$3,825 per season.

Athletic coach positions will be filled with applicants who meet the posted qualifications. If there is more than one qualified candidate, seniority will govern.

No teacher in the system may coach more than (2) sports in a given year. Coaches who are not members of the bargaining unit shall be given a one season contract and their position shall be re-posted annually.

All head coaches shall be evaluated annually by the Athletic Director. All assistant coaches shall be evaluated annually by their respective head coach. After three years in the same coaching position, coaches shall be evaluated once every three years thereafter in that particular sport.

The evaluation instrument(s) shall be mutually agreed upon by the District and the Union. Should a coach be found deficient in any significant area(s), it shall be the sole responsibility of the administration to further evaluate the performance of said coach.

#### **D. Athletic Director**

Compensation for the Athletic Director shall \$12,000 per year. The Athletic Director shall receive two (2) administrative periods each equal to an instructional period each day to carry out the responsibilities of his/her position.

In order to carry out the duties of the AD with regard to both the High School and Middle School athletic program the AD may be excused by the High School principal from attending some home events.

#### **E. Reform Coach**

Compensation for Reform Coach shall be on a ratio of 1.15 on the salary scale for a standard teacher work year plus fifteen (15) days or an equivalent number of hours or a combination thereof..

#### **F. Teacher Coaches**

Compensation for Teacher Coaches shall be at a ratio of 1.10 on the salary scale for a standard teacher work year plus ten (10) days or an equivalent number of hours or a combination thereof. Teacher coaches at the High School shall be scheduled to teach one course each semester.

#### **G. Mentor Coordinator**

Compensation of Mentor Coordinators shall be 1.12 on the salary scale. The Mentor Coordinator shall receive eight (8) days per year to carry out the responsibilities of his/her position.

## H. Extra Curricular Activities Salaries

Position	
Club Advisor (M.S.)	\$2,000
Club Advisor (H.S.)	\$2,000
Cheerleader Advisor (M.S.)	\$2,000
Cheerleader Advisor (H.S.)	\$2,000
Choral Director (H.S.)	\$2,000
Yearbook Advisor (M.S.)	\$2,000
Yearbook Advisor (H.S.)	\$2,000
Head Teacher	\$2,000
Discipline Facilitator	\$2,000
Head Nurse	\$2,000
Intramural Director	\$2,000
Class Advisor Grade 6	\$2,000
Class Advisor Grade 7	\$2,000
Class Advisor Grade 8	\$2,000
Class Advisor Grade 9	\$2,000
Class Advisor Grade 10	\$2,000
Class Advisor Grade 11	\$2,000
Class Advisor Grade 12	\$2,000
Debate Coach (M.S.)	\$2,000
Debate Coach (H.S.)	\$2,000
Academic Decathlon	\$2,000
Drama Coach (H.S.)	
Major Production	\$2,000
Minor Production	\$2,000
Summer School Coordinator	\$8,000 but only if grant funded
Advisory Facilitator Gr. 9	\$2,000
Advisory Facilitator Gr. 10	\$2,000
Advisory Facilitator Gr. 11	\$2,000
Advisory Facilitator Gr. 12	\$2,000
Chemical Hygienist -District	\$2,000

All vacant Extra Curricular positions that are funded will be posted on an annual basis.

Extra Curricular positions will be filled based on seniority from among the candidates that meet the posted qualifications.

All extra curricular activities must have prior written approval from the Superintendent of schools in order for advisors to be compensated.

Extra curricular activities not enumerated herein or elsewhere in this contract shall be compensated at the rate of \$2,000 providing prior written approval has been obtained from the Superintendent.

## **I. Proficiency Based Graduation Requirements (PBGR) Leaders**

Compensation for the two CFHS PBGR leaders shall be \$1,500 per school year. In order to support his/her colleagues, the PBGR leaders shall not have an advisory.

## **J. Principal Leadership Team**

The Principal Leadership Team is a school-based group of individuals who work to provide strong organizational process for school redesign and ongoing improvements. The Principal's Leadership Team will function to distribute leadership to get teachers (and other stakeholders) voices at the table when planning redesign goals, strategies and to when assessing progress toward a specified set of goals.

The Principal's Leadership Teams are focused on creating and supporting change when and as needed to meet school goals. The team will develop specific strategies in coordination with the School Based Teams. Prior to the creation of the Principal Leadership Teams, the District shall create a description of the roles, responsibilities and the meeting obligations of Principal Leadership Team members.

Each school will have a Principal's Leadership Team that consists of 4-6 members, including at-least 4 teachers. One-half of the teachers will be selected by the site based principal with input and collaboration of the School Based Team with the approval of the Superintendent. One-half of the teachers will be elected by their peers.

The Principal's Leadership Teams may be organized by grade level, content, or initiative. Teachers who serve on the principal's leadership team will receive a stipend of \$2,000 per year, to be paid in two installments of \$1,000 in January and June.

Members on the Principal Leadership Team may not serve simultaneously on the School Based Team except for the CFTU appointee on the School Based Team, who may serve on both teams. Members will serve one-year terms.

**Section 5. Longevity**

Teachers shall receive longevity payments in recognition of service to the Central Falls School District as part of their regular salary as follows:

Duration	
11 years of service	\$500
20 years of service	\$1,750
25 years of service	\$2,250
30 years of service	\$2,750
33 years of service	\$3,250

**Section 6. Medical Insurance**

**A. Coverage**

The District agrees to provide each teacher with medical coverage on an individual or family basis as desired by the teacher. The employer will provide the medical benefits summarized in Appendix A.

Any benefits specified within this Article for which a teacher’s spouse and/or family members are entitled or eligible shall also apply to a teacher’s same-sex or opposite-sex partner. To add a domestic partner, a teacher must sign an affidavit included in Appendix B.

**B. Dental Insurance**

Delta Dental Family Plan for Levels I, II, III, & IV. (\$1,200 maximum). Effective upon the next open enrollment period, the annual maximum benefit for dental insurance shall be \$1,500.

**C. Medical Insurance Waiver**

Any teacher not wishing to receive medical coverage shall receive from the District \$2,500. Such teachers shall sign a waiver form prior to September 15th of that school year.

A teacher whose spouse is also a Central Falls School district employee and is already receiving family medical coverage shall receive from the District an annual payment of \$2,500.

Waiver payments shall be distributed in February and June of each school year.

## D. Teachers on Leave

Continued medical insurance coverage will be afforded to such teachers at no expense to the District. Individuals will assume their own payments at the current group rate. Individual arrangements must be made with the Finance Office.

## E. Medical Insurance Premium Cost-Sharing

The district shall provide an option to pay premium cost-sharing through IRS Section 125

Effective for the 2012-2013 school year, teacher cost-sharing shall be based on the following schedule

Individual Plan		Family Plan	
Less than \$95,481	20%	Less than \$47,741	15%
\$95,481 and above	25%	\$47,741 to less than \$95,481	20%
		\$95,481 and above	25%

## Section 7. Life Insurance

The District agrees to provide each teacher with the following:

1. Death Benefit;                                 \$50,000  
    Accidental / Death  
    Dismemberment.
  
2. Family Rider  
    Spouse or Domestic Partner     \$20,000  
    Each Child                             \$20,000

The District and the Union agree to form a committee to develop a group life plan which may be purchased through payroll deduction.

## Section 8. Increment Credit for Experience Prior to Central Falls

The number of steps to be granted shall be governed by state law or where discretionary at the discretion of the District.

## Section 9. Optional Payroll Deductions

### A. Tax Sheltered Annuities

Teachers shall be allowed to participate in tax-sheltered annuities as defined under section 403(b) of the Internal Revenue Code

The District will only offer programs enrolling five (5) or more employees. The District will send voluntary payroll deductions to the annuity plan or one qualified representative



of the plan. The District shall not be required to send deductions to individual sales representatives, investment brokers, investment counselors, financial planners or others who represent individual employees.

### **B. Savings Bonds**

The District will provide for voluntary payroll deductions for United States Savings Bonds.

### **C. Savings**

Teachers may opt for a payroll deduction from among the financial institutions with which the District has established agreements for direct deposits.

The Finance office must be notified in September or February each year of any changes desired in the deductions listed above.

### **D. College Bound Fund**

Teachers shall be allowed to participate in the Rhode Island College Bound Fund Program.

### **E. Disability Insurance Program**

Teachers shall be allowed to participate in a group plan for disability insurance.

### **F. 125 Cafeteria Plan for Childcare**

Teachers shall be allowed to participate in a 125 Cafeteria Plan for childcare. Participating teachers shall be responsible to pay the cost of any monthly administrative fee.

### ***Section 10. Bonus for Retirement or Resignation Due to Illness or Physical Incapacity***

Teachers shall receive a bonus for unused sick leave upon retirement or resignation due to illness or physical incapacity from the Central Falls School District at the rate of \$50.00 per unused sick day up to a maximum accumulation provided for in Article VIII, Section 1.

Said bonus shall be received in a lump sum payment when the teacher receives his or her final paycheck from the District.

Extended sick leave under the terms of this contract shall not be considered as unused sick leave when computing this bonus.

A teacher must have taught at least ten (10) years in Central Falls to be eligible for this bonus.

## **Section 11. Medical Insurance upon Retirement**

### A. Teachers retiring under the 2005 – 2008 contract

A teacher shall be eligible to receive five (5) years of individual medical insurance coverage afforded in Article IX, Section 6 of this contract upon retirement, subject to the premium cost-sharing in effect at the time of retirement. In addition, a teacher shall be eligible to receive two (2) years of individual medical insurance coverage afforded in Article IX, Section 6 of this contract, subject to payment of fifty percent (50%) of the cost of the premium.

Teachers shall be eligible to continue individual medical insurance coverage by paying the full cost of the medical insurance premium until age sixty-five (65).

A retired teacher shall be eligible to purchase, at full cost, spouse or family coverage until age sixty-five (65).

A teacher must have taught at least ten (10) years in the District to be eligible for the above.

### B. Teachers retiring on or after September 1, 2008.

1. All teachers retired from the Central Falls Schools District shall be eligible to continue individual medical insurance coverage afforded in Article IX, Section 6 for said teacher by paying the full cost of the medical insurance premiums in effect in each ensuing year until the age of sixty-five (65).

A retired teacher who has taught for at least eighteen (18) years in the Central Falls School District shall be eligible to purchase spouse or family coverage until the age of sixty-five (65) by paying the full cost of the medical insurance premiums in effect in each ensuing year.

2. A retired teacher who has taught for eighteen (18) to twenty-seven (27) years in the Central Falls School District shall be eligible to receive four (4) years of individual medical insurance coverage for said teacher afforded in Article IX, Section 6 of this contract upon retirement, subject to the premiums and cost-sharing in effect in each ensuing year. In addition, said teacher shall be eligible to receive two (2) years of individual medical insurance coverage afforded in Article IX, Section 6 of this contract, subject to payment of fifty (50%) percent of the cost of the premiums in effect in each ensuing year.

A retired teacher who has taught for at least eighteen (18) years in the Central Falls School District shall be eligible to purchase spouse or family coverage until the age of sixty-five (65) by paying the additional cost of the medical insurance premiums in effect in each ensuing year.

3. A retired teacher who has taught for at least twenty-eight (28) years in the Central Falls School District shall be eligible to receive five (5) years of individual medical insurance coverage for said teacher afforded in Article IX, Section 6 of this contract upon retirement, subject to the premiums and cost-sharing in effect in each ensuing year. In addition, said teacher shall be eligible to receive three (3) years of individual medical insurance coverage afforded in Article IX, Section 6 of this contract, subject to payment of fifty (50%) percent of the premiums in effect in each ensuing year.

A retired teacher who has taught for at least eighteen (18) years in Central Falls School District shall be eligible to purchase spouse or family coverage until the age of sixty-five (65) by paying the additional cost of the medical insurance premiums in effect in each ensuing year.

4. A retired teacher must have taught at least ten (10) years in the District to be eligible for the above.

### ***Section 12. Hourly Rates***

For responsibilities carried out by certified staff that are not part of their regularly assigned duties, the compensation shall be \$33.00 effective April 1, 2017.

For responsibilities carried out by certified staff as a presenter for professional development purposes the rate shall be \$50.00.

Effective April 1, 2017, for professional services provided beyond the school day in which the student earns full or partial credit or when said program provides the student's full or partial education program the rate shall be \$45.00.

For participation in after-school common planning time, the compensation shall be \$35.00.

However, for professional services provided outside of the agreed upon school year that would normally be considered part of a bargaining unit member's regular responsibilities, such as summer ET, and IEP teams, ESY programs, guidance counselors, etc., or for which the bargaining unit member is certified, the individual will be compensated based upon his or her prorated per diem salary.

It shall be the responsibility of the teacher to submit pay vouchers to the building principal on a bi-weekly basis.

The District shall not be prohibited from paying stipends for specific tasks related to grants and committee work. In such instances the District shall provide the Union with information on said stipends and the circumstances under which they are being offered.

### ***Section 13. Teaching an Extra Class in Lieu of an Unassigned Period***

- 1) The District and the Union agree that middle school encore teachers and high school teachers will be allowed to volunteer to give up their unassigned period in order to teach an extra class, should the District fail to procure a replacement for a teacher on an approved leave of absence, as follows:
  - a) Middle school encore teachers and high school teachers who volunteer to give up their unassigned period to teach an extra class at a rate of \$100.00 per coverage regardless of the length of the instructional period.
  - b) Teachers who so volunteer shall receive this compensation as part of their bi-weekly checks upon the timely filing of a pay voucher form.

### ***Section 14. Paid Coverage***

- 1) The District and the Union agree that teachers will be allowed to volunteer for paid coverage of classes of teachers who are absent on any given day as follows:
  - a) Teachers who give up an unassigned period to cover shall receive \$40.00 per coverage.
  - b) On the middle school and high school level should more than one teacher so volunteer on any given period, a list shall be created based on seniority beginning with the most senior teacher. Coverage shall be rotated through this list as absences occur. Once a teacher covers or declines to cover on a given day, said teacher shall move to the bottom of the rotation list. The building administration will provide the union representative with a copy of said list and updated lists as they are amended.
  - c) Elementary teachers shall be compensated for covering for an absent itinerant teacher at this rate in accordance with Article V, Section 13 of the contract.
  - d) Teachers who accept additional students into their classroom will receive \$1.25 per student per period, not to exceed \$5.00 per student per day. At the Elementary level, teachers who accept additional students into their classroom will receive \$5.00 per student per day.
  - e) Teachers may be required to involuntarily accept additional students into their classrooms on no more than 10 days per school year. For purposes of administering this agreement, involuntary acceptance of additional students for one or two periods per school day shall constitute ½ day and involuntary acceptance of additional students for three or more periods per school day shall constitute 1 day.
  - f) Teachers shall receive this compensation with their regularly scheduled payroll deposits.

## **Article X — Matters not Covered Herein**

Matters not covered herein which affect working conditions or terms of employment shall be considered negotiable for the duration of this contract. Article XI — Alteration of Agreement

The District and the Union agree that should either party wish at any time during the course of this agreement to reopen an article or articles, that the other party shall give careful attention and consideration to such request.

It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if agreed in writing by same.

Nothing contained in this article shall be construed so as to force either party to renegotiate any part of this agreement.

The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

However, if any changes are mutually negotiated during the life of this agreement, such changes shall be written in addendum form and each teacher shall receive a copy from the District.

## **Article XI — Alteration of Agreement**

The District and the Union agree that should either party wish at any time during the course of this agreement to reopen an article or articles, that the other party shall give careful attention and consideration to such request.

It is hereby agreed that any alteration or modification of this agreement shall be binding upon the parties hereto only if agreed in writing by same.

Nothing contained in this article shall be construed so as to force either party to renegotiate any part of this agreement.

The waiver of any breach or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

However, if any changes are mutually negotiated during the life of this agreement, such changes shall be written in addendum form and each teacher shall receive a copy from the District.

## **Article XII — Savings Clause**

It is agreed that all provisions of this agreement are binding on all faculty in the bargaining unit.

Neither the Superintendent, the District, the administration, nor the Union or its representatives and members shall take any action that violates or is inconsistent with any term or provision of this contract.

If any of this agreement is, or shall at any time be, contrary to law or regulations, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law or regulations. And, any substitute action shall be subject to appropriate consultation and negotiation between the District and the Union.

In the event that any provision of this agreement is, or shall at any time be, contrary to law or regulations, all other provisions of this agreement shall continue in effect.

## **Article XIII — Expenses of Printing and Distributing the Contract**

The District agrees to provide each teacher with a professionally printed booklet form of this contract. The cost shall be equally shared by the District and the Union.

## **XIV – Duration of this Agreement**

This agreement will be effective as of September 1, 2018 and will continue in full force and effect until August 31, 2021.

Signatures to the Agreement

## Appendix A

### MEDICAL BENEFITS SUMMARY

The primary health insurance shall include benefits comparable to those listed below. The primary health insurance plan shall provide coverage throughout the United States and shall include at least 4,000 hospitals and at least 500,000 providers nationwide. The term “within network” below refers to providers who participate in the plan. The term “outside network” refers to providers who do not participate in the plan.

	<b>Within Network you pay:</b>	<b>Outside Network you pay:</b>	<b>Notes</b>
<b>Deductible</b>	\$500 per individual	\$1000 per individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. In-and-out of-network deductibles accumulate separately.
<b>Coinsurance</b>	\$0	20%	
<b>Out-of-pocket maximum</b>	\$0 per individual	\$4,000 per individual	For family coverage: Up to a maximum of two family members must meet the individual amount per calendar year. Once you exceed this amount, we will pay up to our allowance for most covered services. Deductibles and copayments do not apply to your out-of-pocket maximum. In-and-out of-network out-of-pocket maximums accumulate separately.
<b>Preventative Care</b>			
<b>Adult preventative care</b>	\$0	\$15 plus \$20% after deductible	Includes one physical exam and one gynecological exam per year.
<b>Pediatric preventative care</b>	\$0	\$15 plus \$20% after deductible	Pediatric preventative care is covered according to federal guidelines.
<b>Immunizations</b>		\$15 plus \$20% after deductible	Includes adult, pediatric, and travel immunizations.
<b>Lab services, machine tests, and X-rays</b>	\$0 (Deductible does not apply)	20% after deductible	Includes Pap smears, screening mammograms, and prostate-specific antigen (PSA) tests.



<b>Office Visits</b>			
<b>Personal care physicians (PCP)</b>	\$15	\$15 plus \$20% after deductible	
<b>Specialist</b>	\$25	\$25 plus \$20% after deductible	Chiropractic visits are limited to 12 per calendar year. Routine eye exams are limited to 1 per calendar year.
<b>Outpatient Services</b>			
<b>Outpatient medical services/surgical care</b> (facility and doctor services)	0% after deductible	20% after deductible	Surgery performed in a physician's office or urgent care center is not subject to the deductible.
<b>Lab services, machine tests, and X-rays</b> (diagnostic)	0% (Deductible does not apply)	20% after deductible	
<b>Inpatient Services</b>			
<b>Inpatient hospital services</b> - acute care - maternity	0% after deductible	20% after deductible	Unlimited days at a general or specialty hospital. Up to 45 days per calendar year for physical rehabilitation.
<b>Mental Health and Chemical Dependency Treatment Services</b>			
<b>Inpatient</b>	0% after deductible	20% after deductible	
<b>Outpatient</b>	\$0	20% after deductible	
<b>Office Visits</b>	\$25	\$25 plus 20% after deductible	
<b>Urgent Care or Emergency Care</b>			
<b>Urgent care center</b>	\$50	\$25 plus 20% after deductible	
<b>Emergency room care</b>	\$100	\$100	If emergency room visit results in hospital admission, \$100 copayment is waived. You may be billed an additional specialist copayment if you are seen by a specialist in the emergency room.
<b>Ambulance services</b>	\$50	\$50	Coverage for medically necessary/emergency services. Air and water ambulances are limited to a maximum of \$3,000 per occurrence.

Additional Services			
Physical/occupational therapy	20% after deductible	20% after deductible	
Durable medical equipment (DME)	20% after deductible	20% after deductible	Must be purchased from participating DME vendor. Pharmacies are NOT participating in the DME network.
Home and hospice care	0% after deductible	20% after deductible	Includes physician, nurse, and home health aide visits.
Key Terms			
<p><b>Coinsurance:</b> The percentage of our allowance that you must pay for a covered healthcare service.</p> <p><b>Copayment:</b> A fixed dollar amount that you must pay for a covered healthcare service.</p> <p><b>Deductible:</b> A fixed amount that you must pay for covered healthcare services each calendar year before we start to pay for those services.</p> <p><b>Out-of-pocket maximum:</b> Highest amount of coinsurance that you must pay each calendar year for certain covered health care services.</p> <p><b>Personal care physician (PCP):</b> Includes family practitioners, internists, and pediatricians.</p> <p><b>Specialist:</b> Includes office visits to all other medical providers who specialize in a certain area of medicine, such as but limited to: oncology, cardiology, ophthalmology, dermatology, or allergy.</p>			

## Prescription Drug Benefit

Description	Copayment per 30-day supply	Copayment for mail Order 90-day supply
<b>Tier 1</b> Low cost generic drugs	\$7	\$17.50
<b>Tier 2</b> High cost generic and preferred brand name drugs	\$25	\$62.50
<b>Tier 3</b> Non-preferred brand named drugs	\$40	\$100
<b>Tier 4</b> Specialty drugs	\$40	N/A

\* Infertility drugs, including oral and injectable drugs, are covered with a 20% co-insurance

### Notes

Prescribed over-the-counter aspirin, folic acid, iron supplements and smoking cessation medications purchased at a retail pharmacy are covered at 100% according to federal guidelines.

The prescription drug plan provider shall maintain a network of retail pharmacies, including an option for mail order.

Specialty drugs must be purchased at one of the participating specialty pharmacies to receive the maximum benefit. Tier 4 specialty drugs purchased at a non-participating specialty pharmacy must be paid in full at the time of purchase. A 50% reimbursement allowance is provided for most specialty drugs. Specialty infertility drugs are reimbursed at 80% of the allowance.

There is no coverage for non-participating retail and mail order pharmacies for **Tier 1**, **Tier 2** and **Tier 3** drugs.

*This is a general summary of the medical benefits and prescription drug program. For details of coverage, including any limitations or exclusions not noted, please refer to the subscriber agreement*

## Appendix B

### DECLARATION OF DOMESTIC PARTNERSHIP

The purpose of this Declaration is to qualify a domestic partner for receipt of any medical coverage and benefits to which a spouse and/or family members of a Central Falls Schools employee are entitled.

1. We hereby certify that, as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:
  - We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.
  - Neither of us is married to anyone else.
  - We are jointly responsible for each other's common welfare and basic living expenses.
  - We are both at least 18 years old and are mentally competent to consent to a contract.
  - We are by law adults and are not related by blood closer than would bar marriage in our state of legal resident.
  - Our domestic relationship is not illegal.
2. We agree to notify Central Falls Schools if the status of this relationship changes – including termination of the relationship or failure to meet any of the above criteria, by filing a Change of Status form no later than 30 days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Change of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been cancelled.
3. I understand that under current tax regulations, Central Falls Schools is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the district's contribution to the benefit plan related to covering my partner or my partner's dependent children.
4. We understand that the coverage elected will remain in effect until any of the following occurs:
  - The next plan year in which coverage is changed;
  - Termination from the benefit plan due to ineligibility takes place;
  - The domestic partnership is terminated;
  - The death of the enrolled domestic partner; or
  - A change in the eligibility status of my partner's children (if applicable) takes place.
5. We understand that the information contained in this Declaration is confidential and is being provided for the sole purpose of determining eligibility for benefits.

6. We affirm that the statements attested to in this Declaration are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing Central Falls Schools for any expenses incurred as a result of any knowingly false or misleading statement(s) contained in this affidavit. It is further understood that a deliberately false statement could result in disciplinary or legal action, including termination of employment in Central Falls Schools.

\_\_\_\_\_  
Employee Signature  
Date: \_\_\_\_\_

\_\_\_\_\_  
Domestic Partner Signature  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Social Security Number  
Number

\_\_\_\_\_  
Domestic Partner Social Security