

**THE NORTH PROVIDENCE  
FEDERATION OF TEACHERS  
LOCAL 920, AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO**

**COLLECTIVE  
BARGAINING  
AGREEMENT**

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**THE SCHOOL COMMITTEE  
OF THE TOWN OF  
NORTH PROVIDENCE, RHODE ISLAND**

**SEPT. 1, 2016- AUG. 31, 2019**

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NORTH PROVIDENCE FEDERATION OF TEACHERS

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LAURIE BATEK	VICE PRESIDENT
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## **ARTICLE I AGREEMENT**

This agreement is made and entered into as of the 1st day of September, 2016, by and between the School Committee of the Town of North Providence, hereinafter referred to as "Employer," and the North Providence Federation of Teachers, Local 920, American Federation of Teachers (AFL-CIO), hereinafter referred to as "Union."

## **ARTICLE II PURPOSE**

The purpose of this agreement is to maintain high quality education and good relations between the teaching personnel and the School Committee and to conform with the General Laws of the State of Rhode Island, Title 28, Chapter 9.3.

## **ARTICLE III UNION RECOGNITION**

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for all certified teaching personnel employed in the North Providence school system engaged in teaching duties, including nurses and guidance teachers, but specifically excluding the Superintendent of Schools, the Assistant Superintendent of Schools, Director of Special Education, Assistant Director of Special Education, Curriculum & Technology Integration Specialist, Principals and Assistant Principals.

Section 2. Teachers of North Providence may voluntarily request in writing that the Employer deduct Union dues, C.O.P.E dues and 22 Week Club contributions from their pay checks as specified on the signed authorization cards. The Employer shall deduct Union dues, C.O.P.E. dues and 22 Week Club contributions and remit the dues to the Treasurer of the Union in accordance with said authorization(s). Any teacher may revoke such authorization by written request with ninety (90) days' notice.

Section 3. Agency Shop. All members of the bargaining unit covered by this agreement and not members of Local 920, North Providence Federation of Teachers, shall have deducted from their salary fees equal to the dues as set by Local 920. These sums shall be forwarded to the bargaining agent to cover the cost of services performed by the bargaining agent for individuals in the unit.

Nothing herein shall be construed as forcing or inducing anyone to become a member of any teacher organization.

The Union agrees to save harmless the Employer from any action brought by non-members as a result of the implementation of this provision.

Section 4. Members of the faculty shall be free to join or not to join any organization of teachers. No member of the faculty shall be discriminated against because of membership in the Union. No member of the faculty shall be propagandized directly or indirectly against joining or continuing membership in the Union by any person in a supervisory or administrative capacity.

Section 5. Bulletin boards will be made available in each school in the teachers' lounge or at a location mutually agreeable between the Superintendent and the Union. In schools with separate lounges for men and women, a bulletin board will be made available in each lounge. These bulletin boards will be used solely for the posting of notices of Union meetings. Any other

notices to be posted on these bulletin boards must first be submitted to the Superintendent for his/her approval.

Section 6. The Union shall be given a copy of all resolutions adopted by the Employer affecting wages, hours, or conditions of employment within seven (7) days of the meeting at which they were adopted.

Section 7. The employer, not later than fourteen (14) working days after written notice to the Superintendent, shall provide the Union with the information and statistical data necessary to enable it to compute the cost of future proposals, or necessary for the proper enforcement of the terms of this agreement.

Section 8. The Union shall be provided with three (3) copies of the School Committee's current by-laws and any amendments thereto as they are issued.

Section 9. In the event that any forthcoming public meeting of the School Committee shall include discussion of wages, hours and/or working conditions on its agenda, the Union shall be notified thereof three (3) days in advance.

Section 10. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by its consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in its location or place of business of either party hereto. The Union agrees to save harmless the School Department from any dispute that may arise due to the implementation of this section.

Section 11. If any provision is or shall be at any time determined by final order or decision of a court, tribunal or agency of competent jurisdiction to be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of this agreement is or shall be at any time contrary to law all other provisions of this agreement shall continue in effect.

#### **ARTICLE IV GRIEVANCE PROCEDURE**

Section 1. A grievance shall mean a complaint by the Union or by a teacher and the Union that there has been a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or that a member of the bargaining unit has been treated unfairly or inequitably or discriminated against for any reason.

Grievances shall be handled in the following manner: All grievances shall be submitted in writing on a special "Grievance Report" form in duplicate, signed by both the aggrieved teacher and the Union representative or a member of the Grievance Committee, and the report filed with the Principal. A copy of the grievance report form is attached and made part of this contract as Appendix A.

Step 1. A meeting shall be held between the aggrieved teacher, the Principal of the school and the Union representative to resolve the grievance. The Principal will arrange a meeting within four (4) school days from the time a grievance is received by him/her, and he/she shall give the Union his/her answer in writing within two (2) school days after such meeting. If the matter is not satisfactorily settled; then,

Step 2. A meeting shall be held between the Superintendent and the aggrieved teacher and his/her Union representative or a member of the Grievance Committee. The Superintendent will arrange a meeting within five (5) school days from the time a grievance is referred to him/her,

and he/she shall give the Union his/her answer in writing within five (5) school days after such meeting. If the matter is not satisfactorily settled; then,

Step 3. A meeting shall be held between the Employer and a Grievance Committee, consisting of not more than three (3) people, representing the Union; the aggrieved teacher may or may not be present, at the option of the teacher. The Employer will arrange a meeting within twenty-five (25) school days from the time a grievance is referred to them. The Employer will give the Union its answer in writing within ten (10) school days after such meeting. If the matter is not satisfactorily settled not later than thirty (30) calendar days following the receipt by the Union of the Employer's written answer; then,

Step 4. The grievance shall be referred, at the request of either the Employer or the Union, to an Arbitrator selected pursuant to the rules of the American Arbitration Association. The cost of such arbitration shall be paid for equally by the Union and the Employer. The settlement of any dispute at any stage of the foregoing procedures or the decision of the Arbitrator of any such dispute shall be final and binding upon all parties concerned. No adjustment resulting from a grievance processed through this procedure shall be retroactive to a date preceding the date on which the action or matter referred to in the grievance last occurred previous to the presentation of the grievance in Step 1.

In cases where the grievance steps cannot be completed during a school year and in cases of grievances initiated during the summer vacation period, the meeting and response time limits listed in Steps 1, 2 and 3 shall be weekdays rather than school days.

Section 2. A general grievance shall be specified as being a General Grievance, and it shall be submitted in writing on the special "Grievance Report" form in duplicate, signed by the President of the Union or his/her representative, and filed with the Superintendent. A general grievance shall be processed in the same manner outlined in the Grievance Procedure, but starting with Step 2.

Section 3. For purposes of processing grievances, a Union representative shall be the appropriate regular building delegate from the school concerned, or a member of the Grievance Committee. If the appropriate building delegate is not available, another delegate or an alternate delegate shall serve in his/her stead. The Employer shall be supplied with a current list of all building delegates, alternates, and members of the Grievance Committee, together with any changes as they occur.

Section 4. Any grievance which is not presented within thirty (30) calendar days of the date of the occurrence shall be deemed to be waived unless the grievant was not aware of the circumstances which gave rise to the grievance. The counting of the thirty (30) days shall stop on the last school day prior to vacations and resume upon the reopening of school.

Section 5. Except in the circumstances listed in part two below, the following information shall be confidential and may not be released or otherwise made available to the public by the parties to this agreement without written agreement by the school department and the union.

- (a) The substance of filed grievance complaint forms or attachments thereto.
- (b) Transcripts of grievance hearings.
- (c) Transcripts of arbitration hearings.
- (d) Administrative, school committee or arbitration decisions relating thereto.

2. Exceptions:

- (a) To the extent such information is deemed to be public information as defined by relevant federal or state law, rule or regulation.
- (b) To the extent disclosure of such information may be or is required or mandated by applicable federal or state law, rule, regulation, judicial opinion, subpoena or order.
- (c) To the extent either the union or school department seeks to utilize the same regarding asserting any of their respective rights in any proceeding, grievance, arbitration or similar matter.

Section 6. Special Education grievances arising from issues of interpretation or implementation of State or Federal laws or regulations shall be heard exclusively by the Rhode Island Department of Education.

**ARTICLE V  
SALARIES**

Section 1.

(a) Salary Schedule:

Teachers who are entitled shall receive their regular step increases.

	2016-2017	2017-2018	2018-2019
Step 1	\$38,234	\$38,999	\$39,779
Step 2	40,381	41,189	42,013
Step 3	43,063	43,924	44,802
Step 4	45,760	46,675	47,609
Step 5	48,653	49,626	50,619
Step 6	51,852	52,889	53,947
Step 7	54,805	55,901	57,019
Step 8	57,780	58,936	60,115
Step 9	61,313	62,539	63,790
Step 10	66,030	67,351	68,698
Step 11	67,602	68,954	70,333
Step 12	73,069	74,530	76,021

(b) Longevity.

2013-2014: Longevity increments shall be \$1,325 in the 11th year of service in North Providence, \$3,710 in the 15th year of service in North Providence, \$3,933 in the 20th year of service in North Providence, \$4,601 in the 25th year of service in North Providence, and \$6,378 in the 28th year of service in North Providence.

2016-2019: Longevity increments shall be \$400 in the 13th year of service in North Providence, \$3,339 in the 15th year of service in North Providence, \$3,933 in the 20th year of service in North Providence, \$4,141 in the 25th year of service in North Providence, and \$5,740 in the 28th year of service in North Providence.

Teachers on any level of longevity payments in the 2013-2014 school year shall continue to receive the 2013-2014 increment until reaching the next level of payment. For example a teacher receiving the 25<sup>th</sup> year level in 2013-2014 shall continue to be paid at the rate of \$4,601 until reaching the 28<sup>th</sup> year level. A teacher at the 28<sup>th</sup> level in 2013-2014 shall continue to be paid \$6,378.

(c) The pay under the contract shall be for a period of 180 school days at the hours specified in the contract.

Section 2. Increments for Advanced Study.

	2016-2017	2017-2018	2018-2019
1. Bachelor's + 30 hours	\$3,818	\$3,818	\$3,818
2. Master's	4,624	4,624	4,624
3. Master's + 30 hours or Bachelor's + 60 hours including Master's	5,194	5,194	5,194
4. CAGS or Bachelor's + 75 hours including Master's	5,507	5,507	5,507
5. Doctorate or Bachelor's + 90 hours including Master's	5,771	5,771	5,771

The Bachelor's + 30 track shall not be available to teachers hired after 9/1/95.

Section 3. Tuition for Advanced Study. The Employer agrees to reimburse teachers for the first \$500 expended for tuition for each course approved in advance and satisfactorily completed. No more than one (1) such course shall be reimbursable per teacher, per year, and those enrolled in the program shall be selected on a first-come, first-serve basis up to a total expenditure by the Employer of \$40,000.

Section 4. Athletic and Extra-Curricular Salaries. Qualified North Providence teachers shall be given preference for the positions listed in section 4 (a-c). If none apply, the position may be offered to others.

(a) Athletic Salaries. In addition to their regular salaries, the following amounts shall be paid to:

HIGH SCHOOL	2016-2017	2017-2018	2018-2019
Athletic Director (two free periods)	\$5,223	\$5,373	\$5,673
Football Coach	5,223	5,373	5,673
Assistant Football Coach (2)	4,214	4,364	4,664
Freshman Football Coach	4,214	4,364	4,664
Boys' Tennis Coach	4,928	5,078	5,378
Girls' Tennis Coach	4,928	5,078	5,378
Boys' Soccer Coach	4,928	5,078	5,378
Boys' Assistant Soccer Coach	4,214	4,364	4,664
Girls' Soccer Coach	4,928	5,078	5,378
Girls' Assistant Soccer Coach	4,214	4,364	4,664
Boys' Cross-Country Coach	4,342	4,492	4,792
Girls' Cross-Country Coach	4,342	4,492	4,792
Cheerleader/Majorette Advisor	2,812	2,962	3,262
Asst. Cheerleader/Majorette Advisor	2,220	2,370	2,670
Boys' Basketball Coach	4,928	5,078	5,378
Boys' Assistant Basketball Coach	4,214	4,364	4,664
Boys' Freshman Basketball Coach	4,214	4,364	4,664
Girls' Basketball Coach	4,928	5,078	5,378
Girls' Assistant Basketball Coach	4,214	4,364	4,664
Girls' Freshmen Basketball Coach	4,214	4,364	4,664
Hockey Coach	4,928	5,078	5,378
Assistant Hockey Coach	4,214	4,364	4,664
Wrestling Coach	4,928	5,078	5,378
Assistant Wrestling Coach	4,214	4,364	4,664
Swimming Coach	4,928	5,078	5,378
Assistant Swimming Coach	4,214	4,364	4,664
Baseball Coach	4,928	5,078	5,378
Assistant Baseball Coach	4,214	4,364	4,664
Girls' Softball Coach Fast	4,928	5,078	5,378
Girls' Assistant Softball Coach Fast	4,214	4,364	4,664
Golf Coach	4,048	4,198	4,498
Boys' Lacrosse Coach	4,928	5,078	5,378
Boys' Assistant Lacrosse Coach	4,214	4,364	4,664
Girls' Lacrosse Coach	4,928	5,078	5,378
Girls' Assistant Lacrosse Coach	4,214	4,364	4,664
Outdoor Track Coach	4,928	5,078	5,378
Intramural Director	4,488	4,638	4,938



MIDDLE SCHOOL	2016-2017	2017-2018	2018-2019
Athletic Director (two free periods)	\$4,488	\$4,638	\$4,938
Baseball Coach Birchwood	4,488	4,638	4,938
Baseball Coach Ricci	4,488	4,638	4,938
Boys' Basketball Coach Birchwood	4,342	4,492	4,792
Boys' Basketball Coach Ricci	4,342	4,492	4,792
Girls' Basketball Coach Birchwood	4,342	4,492	4,792
Girls' Basketball Coach Ricci	4,342	4,492	4,792
Girls' Softball Coach Birchwood	4,488	4,638	4,938
Girls' Softball Coach Ricci	4,488	4,638	4,938
Cross-Country Coach Birchwood	4,488	4,638	4,938
Cross-Country Coach Ricci	4,488	4,638	4,938
Wrestling Coach Birchwood	4,488	4,638	4,938
Wrestling Coach Ricci	4,488	4,638	4,938
Boys' Soccer Coach Birchwood	4,488	4,638	4,938
Boys' Soccer Coach Ricci	4,488	4,638	4,938
Girls' Soccer Coach Birchwood	4,488	4,638	4,938
Girls' Soccer Coach Ricci	4,488	4,638	4,938
Cheerleader Advisor Birchwood	2,000	2,150	2,450
Cheerleader Advisor Ricci	2,000	2,150	2,450

(b) Extra-Curricular Salaries. Teachers performing these extra-curricular assignments shall receive, in addition to their regular salaries:

HIGH SCHOOL	2016-2017	2017-2018	2018-2019
Faculty Treasurer (two free periods)	\$3,088	\$3,238	\$3,538
Drama Director 1st production	2,313	2,463	2,763
Each additional production (total max 3 prods.)	2,313	2,313	2,313
Yearbook Advisor	2,700	5,000	5,300
Booster Club Advisor	2,159	2,309	2,609
Stockroom Manager	2,236	2,386	2,686
Freshman Class Advisor (one free period)	2,197	2,347	2,647
Sophomore Class Advisor (one free period)	2,236	2,386	2,686
Junior Class Advisor (one free period)	2,275	2,425	2,725
Senior Class Advisor (one free period)	2,314	2,464	2,764
Detention Officer (no coaching duties)	4,382	4,532	4,832
Marching Band Director	2,700	2,850	3,150
Concert Band Director 1st concert	1,782	1,932	2,232
Each additional concert (total max of 3 concerts)	1,782	1,782	1,782
Jazz Band Director	2,700	2,850	3,150
Newspaper Advisor 1st issue	2,096	2,246	2,546
Each additional issue (total max of 4 issues) ("Issue" defined by past practice)	1,605	1,605	1,605
Academic Decathlon Advisor	4,200	4,350	4,650
Mock Trial Advisor	2,000	2,150	2,450
Model Legislature Advisor	2,000	2,150	2,450
National Honor Society Advisor	2,000	2,150	2,450
International Club Advisor	2,000	2,150	2,450
High School History Day Advisor	2,000	2,150	2,450
High School Science Olympiad Advisor	2,000	2,150	2,450
Senior Project Coordinator (2)	4,200	4,350	4,650
Math Club	2,000	2,150	2,450

Broadcast Club	2,000	2,150	2,450
Portfolio Coordinator	4,200	4,350	4,650
AP Coordinator	3,000	3,150	3,450
Dance Team Advisor	800	2,150	2,450
<b>MIDDLE SCHOOL</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Team Leaders (No Advisor Duty)	\$2,800	\$2,950	\$3,250
Yearbook Advisors	2,000	2,150	2,450
Detention Officers	4,382	4,532	4,832
Assistant Detention Officers	24.34/hr.	25.34/hr.	27.34/hr.
History Day Advisors	2,000	2,150	2,450
Science Olympiad Advisors	2,000	2,150	2,450
Band Director Birchwood/Ricci	2,400	2,550	2,850
<b>ELEMENTARY SCHOOLS</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Yearbook Advisors	\$2,000	\$2,150	\$2,450
Band Directors	1,200	1,350	1,650
<b>DISTRICT WIDE</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>
Elementary Data Coordinator (2)	\$3,000	\$3,150	\$3,450
ELL Coordinator	3,000	3,150	3,450
School Nurse Teacher Leader	3,000	3,150	3,450

(c) High School Department Heads. High School Department Heads shall be compensated as follows:

(1) Classes of Responsibility (exclusive of Department Head's own classes).

	2016-2017	2017-2018	2018-2019
4 to 19	\$3,426	\$3,576	\$3,876
20 to 35	3,567	3,717	4,017
36 to 55	3,701	3,851	4,151
56 and over	3,830	3,980	4,280

(d) The assignment of coordinating non-teaching duties at the high school shall continue to be performed by a bargaining unit member on a volunteer basis. The volunteer shall be chosen by the Union President and the Superintendent.

(e) Teachers may not hold more than one (1) position that offers a "free period." Teachers may hold more than one (1) position listed in Section 4a, 4b, and 4c providing that only one (1) of those positions offers a "free period."

#### Section 5. Home Tutors.

(a) Home Tutors shall be paid at the rate of \$40.00 per hour.

(b) Assignment and Payment

1. During the first week of each school year the superintendent will solicit names of those teachers who wish to tutor for the school year (September to September). After the first week of school, only teachers hired after that week will be allowed to add their name to the list.

2. After names are received, a list will be developed by seniority, and it shall also include areas of certification.
3. The first tutoring assignment will be offered to the most senior person with the necessary certificate. If that person declines the assignment or there is an additional assignment, then it will be offered to the next most senior teacher with that certificate. If no teacher with the necessary certificate is available, the tutoring will be offered to the most senior teacher on the list who has yet to be given an assignment.
4. After all teachers have been offered an assignment, the rotation will go back to the procedure described in # 3 above. The teachers may have more than one tutoring assignment, provided the procedure in #3 above is followed.
5. If no teacher represented by Local 920 is available, then the assignment may be offered to individuals not represented by Local 920.
6. For every five hours a teacher tutors, s/he will receive compensation for one hour of preparation time at the rate set forth in Article V, Section 7 of the Collective Bargaining Agreement. Bills for tutoring will be submitted at five hour intervals, not including prep time. Payment for tutoring will be made in the second payroll period following submission of the bill by the teacher.

Section 6. Acting Principal. In the event that an elementary teacher is designated by the Superintendent of Schools to assume the position of Acting Principal when the Principal is absent two (2) or more consecutive days, he/she shall receive the Principal differential.

Section 7. Pay Period.

- (a) Teachers shall receive their pay checks every other Friday during the school year.
- (b) The number of paychecks in a school year shall be mutually agreeable between the Union and the Superintendent. Salaries shall be paid in equal installments.
- (c) Teachers shall have the option of receiving their paychecks over 22 or 26 payrolls. Teachers wishing to change from 22 to 26 periods, or vice versa, shall notify the Finance Director by April 15 of the prior school year.

Section 8. Credit for Advanced Study. Teachers taking approved leaves of absence for advanced study shall be given credit on the salary scale for the term of absence.

Section 9. Itinerant Teachers. Teachers who travel between schools during the school day shall be paid \$200 in addition to their salary.

**ARTICLE VI  
FRINGE BENEFITS**

Section 1. Sick Leave

- |     |                          |   |
|-----|--------------------------|---|
| (a) | 1 to 10 years' service   | 18 days per year (12 days effective 8/25/14)<br>cumulative to 90 days;  |
|     | 11 to 25 years' service  | 18 days per year (12 days effective 8/25/14)<br>cumulative to 120 days; |
|     | 26 years or more service | 18 days per year (12 days effective 8/25/14)<br>cumulative to 150 days. |
- (b) The Employer shall provide each teacher, prior to the beginning of the school year, with a statement of his accumulated sick leave. In addition, the Employer, on written request of a teacher, shall provide a report of sick leave used and the dates of such use.

(c) Each teacher may donate two (2) days' sick leave per year to a sick leave pool pursuant to the terms of attached Appendix B. The pool shall then be available to donors under the regulations in Appendix C.

(d) Two (2) School Committee member shall be on the Sick Leave Board. The issue of the composition of the board shall be revisited in the second year of this agreement.

(e) When incapacity occurs as a result of a compensable on-the-job injury, the teacher shall receive the difference between his regular pay and any payments made pursuant to the Workers' Compensation provisions. The period of time for which the teacher is absent from his duties shall not be deducted from accumulated or current sick leave.

(f) Teachers may use up to 10 of their sick days yearly to attend to family illnesses.

(g) Teachers may use up to 60 of their accumulated sick days for coverage under the Family Medical Leave Act.

(h) Effective August 25, 2014 any teacher using 7 or less sick days in a school year shall choose one of the following options.

(1) Be paid \$100.00 for each unused sick day up to a maximum of 8 days according to the following formula: 8 - # used sick days. Payment for unused sick days will be made in a separate check on the first payroll period in July. Any unpaid and unused sick days will be credited to the teacher's accumulated sick leave.

(2) Bank the remaining days to accumulated sick leave and receive an additional 4 sick days that will be credited to accumulated sick leave.

The school department will develop a selection form to be utilized by teachers. Any teacher who does not return the selection form by the date indicated will be limited to option (2) above.

(i) Whenever a teacher uses 4 or more consecutive sick days, the school department may request a doctor's note.

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Section 2. Hospitalization. The Employer shall provide those benefits in effect as of the signing of this agreement. A summary of these benefits is appended to this agreement as Appendix E. Teachers without families shall be provided with Individual Plan coverage. Married teachers without children shall receive Individual Plan coverage for the member and the Individual Plan coverage for their spouse. Teachers with children shall receive Family Plan coverage. Part-time employees hired on or after 9/1/94 and employees commencing job-sharing on or after 9/1/94 shall receive hospital and medical coverage pro rated on the basis of the time they work.

To the extent allowed by law and is an offering to the District by its healthcare provider, the District will offer voluntary enrollment in a 2K/4K high deductible medical healthcare plan with a HSA component. A summary of these benefits is appended to this agreement as Appendix F.

(a) Dental Insurance. The Employer shall provide complete Dental Individual coverage and Basic coverage, Levels II, III and IV Family Coverage (students to age 26; \$2,000 calendar year maximum; \$2,000 lifetime orthodontic maximum).

(b) Payment in Lieu of Medical and/or Dental Coverage. All teachers shall have a yearly option of receiving a cash payment in lieu of medical coverage, and in addition, in lieu of dental coverage, a cash payment of \$150 or one-half (1/2) the cost, whichever is higher. The total payment in lieu of coverage(s) shall not exceed \$1,200. The buyback option shall not be available to teachers hired after June 30, 2010.

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A form indicating that the teacher accepts either or both of these options shall be returned to the School Department by September 30 of each school year. If a teacher does not return the form, it shall be assumed that he/she has rejected the option(s) and will be covered under the above medical and dental sections. The monies provided hereunder shall be paid in a separate 22nd check at the end of

the school year. (With respect to the cash payment, in lieu of the medical coverage provided in Article VI, Section 2, it is understood that in all cases where the husband and wife both teach in the North Providence school system, that one or the other of them must exercise the option as set forth above.)

- (c) The parties agree to cooperate in efforts to study methods of reducing medical costs and making any appropriate "housekeeping" changes to this section. No changes will be made unless mutually agreed to by the North Providence School Committee and the North Providence Federation of Teachers.
- (d) The employer shall continue to provide the coverage called for by this agreement (including any co-payment resulting from legislation or regulation), should either the state or federal government pass legislation or regulation creating national, regional, group, or state-wide health care plans.
- (e) All employees who select the more expensive plan shall pay 50% of the difference between the two plans. Payment shall be pro-rated over the payroll periods. Teachers electing the "buyback" option shall receive the amount listed in subsection (b) above.
- (f) Contributions for all health care plans will be made as part of a Section 125 Pre-Tax Payment Plan.
  - 1. For 2013-2014 and 2014-2015 school years members shall pay an amount equal to 20% of the cost (medical working rates/dental working rates) of the coverage, individual or family provided for in this section.
  - 2. Effective for the 2015-2016 school year members shall pay an amount equal to 22.5% of the cost (medical working rates/dental working rates) of the coverage, individual or family, provided for in this section.
- (g) Coverage for pre-existing conditions.
- (h) Portability of coverage.

#### Definitions of Words and Phrases Used in This Agreement

(Defined terms will be capitalized throughout the remainder of this agreement.)

WE, US and OUR means medical coverage provider.

YOU and YOUR means the individual who is subscribing to the medical coverage plan.

SUBSCRIBER/MEMBER means YOU and Each Eligible Person listed on YOUR application whom we agree to cover.

ANNUAL MAXIMUM BENEFIT means the total WE pay each calendar year for services associated with a particular condition or service.

ANNUAL MAXIMUM EXPENSE means the total amount of Co-payments that YOU must pay each calendar year for covered services provided by nonparticipating hospitals, facilities, doctors and other health care providers.

YOUR Annual Maximum Expense is twenty percent (20%) of OUR Allowance or the provider's charge for the above services received in a calendar year and must total:

- (a) \$1,000 if YOU have an individual membership; OR
- (b) \$1000 per person up to a maximum of three(3) family members if YOU have a family membership.

WE will pay up to 100% of OUR allowance for the remainder of the calendar year once YOU have paid the Annual Maximum Expense.

Co-payment amounts You pay for the following services will NOT be applied to the Annual Maximum Expense. OUR Allowance will never increase for these services.

- (a) infertility treatments;
- (b) Inpatient and Outpatient Substance Abuse Treatment;
- (c) Inpatient and Outpatient mental health services; and
- (d) Prescription drugs.

Deductibles, penalties and office visit Co-payments will Not be applied to the Annual Maximum Expense.

Notwithstanding anything therein to the contrary, the North Providence School Committee shall pay to all teachers, spouses and/or their dependents enrolled in the medical coverage who utilize non-participating hospitals, facilities, doctors and other health care providers, any and all Co-payments as set forth above, so that said teacher, spouse and/or dependent incurs no Annual Expense as referred to therein.

- (i) Employees' out of pocket expenses for prescription coverage shall be capped at \$1,000 annually. Expenses over \$1,000 annually not covered by the insurance plan shall be covered by the employer.
- (j) The parties shall comply with new legislation relative to the Insurance Committee as necessary.
- (k) Effective September 1, 2010, the following changes to the plan design of the medical coverage shall be implemented.
  - (1) The office visit co-pay shall be \$20.00.
  - (2) The emergency room co-pay shall be \$100.00.

Section 3 Bereavement Leave. Bereavement leave shall consist of five (5) scheduled school days in the event of the death of the husband, wife, son, daughter, mother, father, or a relative living in the household. Three (3) scheduled school days shall be allowed for: brother, sister, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandchildren. One (1) day shall be given to attend funeral services for the following: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, provided the funeral is on a school day.

In the event of a death occurring during a vacation period, the bereaved shall receive the usual number of leave days minus any day that would have been taken had the school been in session at the time of the death.

For example, if an employee's parent died on Wednesday of a vacation week and the employee would have taken Thursday and Friday as bereavement days (had school been in session), then the employee would be allowed three days during the following school week. Bereavement days may not be "banked"; a death in July does not entitle an employee to bereavement days in September.

Section 4. Jury Duty. Teachers who serve on jury duty shall receive the difference between their regular salaries and jury pay during the period of such service.

Section 5. Insurance for Teachers.

(a) The employer shall provide a \$100,000 term life insurance policy for each teacher. Retirees shall have the option of purchasing the coverage at the premium rate in effect at the time of retirement. ~~Teachers shall have the option of purchasing additional coverage, up to one and one-half (1 1/2) times the amount, through payroll deduction at group rates, subject to insurance carrier approval.~~

(b) The cost of a \$100,000/\$300,000 automobile liability policy over and above the cost of a \$10,000/\$20,000 automobile liability policy shall be absorbed by the Employer. This applies

to the elementary /middle school coaching personnel, including the Middle School Athletic Director.

(c) All Coaches on the High School level whose sport activity is not transported by the School Department shall have coverage as indicated above (Section 5b) during the term of such duties in the school year.

(d) All teachers with extra-curricular duties which require the transporting of students shall have coverage as indicated above (Section 5b) during the term of such duties in the school year. Such insurance shall be provided at the discretion of the Superintendent.

(e) Teachers shall be eligible to participate in a "tax-sheltered" Annuity Plan established pursuant to United States Public Law No. 87-370. Effective September 1, 2006, for teachers not vested in the Employees retirement System of Rhode Island as of June 30, 2005, the Employer shall match employee 403(b) contributions up to \$500 yearly.

(f) The Employer shall provide \$2.00 per member, per month, for a liability insurance policy as protection against damage suits.

#### Section 6. Military Duty.

(a) Teachers entering compulsory military service for a period of six (6) months or more, who have been employed in the North Providence school system for at least one (1) year, shall receive an additional twelve (12) days pay from the last working day.

(b) Teachers shall be paid the difference between their service pay and their regular salary for up to ten (10) days of compulsory Reserve or National Guard active military service during the school year.

(c) Teachers entering the military service shall receive credit on the salary scale for the length of service, up to a maximum of two (2) years.

(d) Teachers serving in the Reserves or National Guard, who are called to active duty, shall be paid the difference between their service pay and their regular pay for the duration of the call-up, not to exceed one year.

Section 7. Personal/Professional Leave. Teachers shall be granted up to five (5), days, effective August 25, 2014 four (4) days, paid leave per year for personal reasons. The teacher shall make request for such leave in writing at least seven (7) days in advance, except in case of emergency. The Superintendent, at his/her discretion, may deny a request for a personal day immediately preceding or following school vacation and/or school holiday. Approval shall not be unreasonably denied. No more than 3 consecutive personal days may be taken in a single contract year.

The Superintendent, at his discretion, may grant a teacher up to three (3) days' paid leave per year for professional reasons. The teacher shall make request for said leave in writing at least seven (7) days in advance except in case of emergency. Denial by the Superintendent of request for professional leave shall not be subject to the grievance procedure.

Unused personal and professional days shall be added to accumulated sick leave.

Section 8. Sabbatical Leave. Teachers may be granted sabbatical leave under the following conditions:

(a) A teacher must have completed seven (7) years of service in the North Providence school system to be entitled to apply.

(b) Application must be made in writing at least four (4) months in advance of the requested commencement of the leave unless good cause can be shown for lesser notice.

(c) The application must contain the precise reason for the request and proposed duration of the leave.

(d) The decision of the Employer shall be forwarded to the applicant in writing with reasonable promptness and diligence.

(e) Not more than five percent (5%) of the teachers with seven (7) years of service or more shall be eligible for such leave in any one (1) school year.

(f) There shall be a minimum of seven (7) years between sabbaticals for any one (1) teacher.

(g) Sabbatical leaves shall be at one-half (1/2) the teacher's regular salary which he/she is receiving at the time of such request, for such duration as the Employer may determine.

(h) A teacher who is granted a sabbatical leave must promise in writing to return to the North Providence school system for a period of two (2) consecutive years. A teacher who receives such a leave and fails to serve for the aforementioned two (2) year period shall repay all monies received for the leave.

(i) Time spent on sabbatical leave shall be deemed to be service within the North Providence school system.

(j) A teacher obtaining leave may not engage in full-time employment unless such employment is approved by the Employer.

(k) Sabbatical leave shall not be granted for the 2013-2014, 2014-2015, and 2015-2016 school years.

#### Section 9. Retirement Pay.

(a) Retirement pay shall be provided at the rate of \$55 per day of unused sick leave days up to a total of 350 days (180 days for teachers hired after August 31, 2010), payable upon retirement with fifteen (15) years or more of teaching service in the Town of North Providence.

(b) Teachers will receive their accrued sick leave pay in six consecutive biweekly payroll periods beginning in the January following the teacher's retirement.

(c) Teachers retiring with more than 350 days accumulated may donate the extra days to the Sick Leave Pool.

(d) Should a teacher with fifteen (15) years or more of teaching service in the Town of North Providence die while in service, payment for any accumulated sick leave shall be forwarded to her/his beneficiary or estate.

Section 10. The Employer may at its discretion allow retired teachers with thirty (30) years or more in the North Providence school system, who are physically and mentally able, to serve as substitute teachers for a period not to exceed seventy-five (75) days at maximum salary.

#### Section 11. Leave of Absence.

(a)

(1) The North Providence School Department shall grant an unpaid one (1) year leave of absence to teachers who so request except as provided in (a) (2) below.

(2) The North Providence School Department may grant an unpaid one (1) year leave of absence to teachers who request a leave for the purpose of working at another teaching position in another School District.

The request for such leave should be made prior to the end of a school year for the following school year whenever circumstances permit.

(b) Teachers shall be allowed up to two one year, unpaid leaves of absence for birth or adoption. Beginning school year 2017/18, teachers shall be allowed one (1), one year, unpaid leave of absence for birth or adoption. The teacher must return from said leave on the first day of a new quarter and/or semester. Teachers availing themselves of this subsection shall be entitled to return to the teaching assignment they occupied at the beginning of the leave.

(c) Time spent on leave in sections (a) and (b) shall be deemed to be service within the North Providence School Department.



- (d) A teacher shall be entitled to return to the teaching assignment s/he occupied at the beginning of the leave unless the leave was taken to become an administrator or to become a teacher in another school system.

Section 12. Medical Coverage for Retirees.

- (a) Teachers vested in the pension system as of June 2005 retiring under the regulations of the Rhode Island State Retirement System and who have taught in the North Providence school system for a minimum of fifteen (15) years shall have coverage under Section 2 of this article continued until age 65 for retiree and spouse with a 50% co-pay.
- (b) Teachers not vested in the pension system as of June 2005 shall require twenty (20) years of service in North Providence to be eligible for the coverage described in (a). However, any non-vested teacher whose combination of age and service would eventually qualify her/him for coverage after fifteen (15) years but would not be eligible for coverage after twenty (20) years shall be "grandfathered" in under (a) above.
- (c) Retirees shall not be eligible to participate in the "buy back" provisions described in Section 2 of Article VI.
- (d) Any right of a retiree's spouse to obtain medical coverage under this section terminates upon the retiree reaching 65 years of age.

Section 13. Flexible Spending Account. A joint committee with equal numbers chosen by the superintendent and the union president shall be created to examine the possibility of establishing flexible spending accounts. Any recommendations must be approved by the school committee and the union.

Section 14. Movement on Salary Scale. No teacher shall move on step unless he/she shall have worked 135 days in the District during the applicable school year.

## **ARTICLE VII WORKING CONDITIONS**

Section 1. Length of the School Day.

- (a) Elementary Schools (Centredale, Greystone, Marierville, McGuire, Stephen Olney, Whelan): 8:55 a.m. to 3:15 p.m. Student instructional day will begin at 8:55 and end at 3:12. Teachers will have a 30 minute lunch period to run concurrent with student lunch periods. Teachers shall not be assigned to any duties during the children's lunch periods.
- (b) Middle Schools (Birchwood and Ricci): 8:20 a.m. to 2:35 p.m. except for assignment of coaching duties which shall run to 3:10 p.m. Middle school teachers will have a 25 minute lunch period to run concurrent with student lunch periods. Teachers shall not be assigned to any duties during the children's lunch periods. There will be one 15 minute advisor period every day and 1 minute of passing time between classes. Coaching duties shall be exclusively for the purpose of providing after school assistance to students. If no student remains after school for assistance, a teacher may leave at 2:35 p.m.
- (c) High School: 7:30 a.m. to 2:00 p.m. (see Appendix D), except for assignment of coaching duties which shall run to 2:35 p.m. Coaching duties shall be exclusively for the purpose of providing after school assistance to students. If no student remains after school for assistance, a teacher may leave at 2:00 p.m.
- (d) Teachers may leave at the end of the instructional time on the day before a holiday.

Section 2. Class Size.

(a) There shall be no more than twenty (20) pupils per class in Grades K-3 in all schools in the North Providence school system.

(b) There shall be no more than twenty-five (25) pupils per class in Grades 4-6 in all schools in the North Providence school system.

(c) There shall be no more than twenty-five (25) pupils in each class in all departmentalized elementary schools (Grades 7-8) and no more than twenty-five (25) pupils in each class at the High School (Grades 9-12).

(d) If any of the aforesaid maximums are exceeded, teachers shall be compensated for any overage as follows:

(i) The teacher's total annual salary shall be divided by the number of pupils the teacher should have had (20 or 25, as applicable) if the maximum class size had been adhered to, and by

(ii) Multiplying that result by the actual number of pupils in the teacher's class or classes.

(e) Classes requiring specific student stations, such as shops, typing rooms, laboratories, etc., will not exceed in number of pupils the number of student stations available. However, in the event of an unexpected substantial influx in the number of enrolled students, the Employer may readjust his ratio to the extent necessary only after discussion with representatives of the Union.

(f) Overages will be determined on the basis of an average between the actual student enrollment in the January record, and the June records. In Grades K-6, the class register shall be considered the record, and in Grades 7-8, report cards issued shall be considered the record, and in Grades 9-12, the computer cards and/or grade distribution printouts shall be the record.

(g) Teachers either leaving for or returning from either a paid or unpaid leave of absence shall be compensated for excess students only for the days taught when not on leave of absence.

(h) In determining compensation due and owing to teachers for student overages, said teachers' absences above the annual contractual limits will be deducted from the formula.

(i) Any and all money due any teacher for excess students shall be paid in the twenty-second (22nd) pay period of the then school year.

(j) Teachers shall not be paid for the first two overages in the 2016-2017, 2017-2018, and 2018-2019 school years.

Section 3. Preparation Periods. Teachers in the high school shall be guaranteed one

(1) fifty-five (55) minute preparation period per day. Elementary teachers shall be guaranteed one (1) forty-seven (47) minute preparation period per day. Middle school teachers shall be guaranteed one (1) fifty-two (52) minute preparation period per day. Teachers may be requested to work on these preparation periods, but they shall be entitled to a later unassigned period to compensate for the loss of a preparation period. If at the end of the school year a teacher has not received the equivalent of one (1) unassigned preparation period per day, he/she shall be compensated on a pro-rata basis for the total number of preparation periods which he/she failed to receive. Teachers shall not be entitled to preparation periods for time engaged in professional development activities provided they are given an hour lunch on those days.

Section 4. Teacher Assignments.

(a) The Superintendent will make available tentative teacher assignments for the following year prior to the closing of the school year in June. It is understood that assignments by the Superintendent are not final and are subject to change if the necessity for such arises.

(b) Program preference sheets for subject and/or grade shall be distributed to all teachers. Where it is administratively and educationally advisable and feasible, program preference will be honored on the basis of seniority.

(c) Preference for all non-teaching duties shall be honored on the basis of seniority.  
(d) High school teachers shall not be assigned to cafeteria duty. However, in the event that no administrator or day to day substitute is in the high school, teachers may be given cafeteria coverage.

(e) High school teachers shall not be assigned to study hall duty.

(f) All high school teachers shall have morning duty and non-teaching duty assignments. The only exceptions shall include librarian, psychologist, school nurse, and social worker. The addition of any position to this list must be mutually agreeable to the Union President and the Superintendent of Schools.

Section 5. Promotion.

(a) A promotional position shall mean all existing positions and all positions created during the term of this agreement which result in either increased authority, responsibility, or duties and/or additional salary above that of a classroom teacher. Specifically excluded from the provisions of this section are Superintendent of Schools, Assistant Superintendent of Schools, Director of Special Education, Assistant Director of Special Education, Principals, Assistant Principals, and those teaching vacancies and/or assignments which are covered by Section 11 of this Article, Voluntary Transfer of Teachers.

(b) The Employer will post for ten (10) school days through email notice on the District email system all promotional positions for certified supervisory and administrative personnel, as defined in section (a) above, and positions beyond that of a classroom teacher. The posting shall state the educational requirements, the duties, and the salary of the position.

(c) Promotions shall be based on qualifications. Where qualifications are relatively equal, seniority in the North Providence school system shall be the determining factor.

(d) Coaches, extra-curricular personnel and high school departments heads shall serve at the pleasure of the School Committee and shall continue in their position unless removed for good and just cause.

Section 6. Monthly Meeting with Superintendent. A monthly meeting shall be held during the school year with the Superintendent and the Union President to discuss any matters of concern to either party. These meetings shall be held at a mutually agreeable time and place. The Union President and the Superintendent shall determine the representatives who will attend this meeting for their respective sides. Attendance at these meetings shall be restricted to a maximum of three (3) persons for each side, except as the parties may otherwise agree. Whenever possible, the parties should exchange, several days in advance of the meeting date, notice of the subject matters they wish to discuss.

Section 7. School Facilities.

(a) Unless it is totally impracticable, each school shall be provided with a teacher work area, which shall contain adequate equipment and supplies to aid in the preparation of instructional materials.

(b) Wherever possible, each school shall be provided with an appropriately furnished room to be used as a faculty lounge.

(c) Efforts will be made to acquire adequate technology for each school.

(d) Where possible, a professional library collection for reference and circulation shall be provided in each school.

Section 8. Summons to the Superintendent's Office. Whenever a teacher is called to the Superintendent's Office on a matter which may result in disciplinary action, said teacher shall be informed of his right to have a representative of the Union present during the discussion.

Section 9. Building Delegates. A building Delegate, the Union President or the Union President's designee, will be allowed reasonable time off as may be necessary for the investigation and processing of grievances concerning a school without loss of pay. In the event that a grievance involves more than one (1) school, the President or his designee similarly will be allowed time off in addition to the Building Delegate. There shall be no interference with telephone communications between the Building Delegate and the Union President or his designee, if necessary, in processing a grievance.

Section 10. Personnel Files.

(a) Any material relative to a teacher's conduct, service, character, or personality shall be communicated to the teacher in writing along with a notice that the material is being placed in his/her file, prior to its becoming part of his/her file, which shall be located in the Superintendent's Office.

(b) Upon appropriate request by the teacher to the Superintendent, the teacher shall have access to his/her personnel file. The personnel file shall be examined in the presence of the Superintendent. A teacher shall be permitted to reproduce any material in his/her personnel file.

(c) Teachers may add to their personnel file any educational documents and/or awards that reflect positively on their professional performance.

(d) There shall be only one (1) personnel file per teacher.

(e) The information in a teacher's personnel file is confidential and shall not be released to any member of the public or the media without the teacher's permission.

Section 11. Transfer of Teachers.

Voluntary Transfers: On or before the last day of each school year a list of all known vacancies which will occur during the following school year will be distributed through email notice on the District email system to all teachers. The school department and the Union will review this list prior to its distribution.

Teachers who wish to apply for such vacancies will submit their name and preference(s) in writing to the superintendent or his/her designee(s). Teachers who have indicated interest in a vacancy may be interviewed for those positions.

Vacancies will be filled based upon qualifications and applicable law and regulation. Where qualifications are relatively equal, seniority in the North Providence school system shall be the determining factor.

A meeting will be held within two (2) weeks after the conclusion of each school year but prior to July 1 to fill the aforementioned vacancies. The date, time and location of said meeting must be mutually agreeable to the School Department and the Union.

At the meeting the school department will announce who will be placed in those vacancies. Any vacancy resulting from a prior selection will be immediately listed. Teachers will not be limited to one selection.

Positions which become vacant (ie. long term illness, leave of absence, etc.) after the meeting and prior to the next meeting shall be filled by the School Department for the school year of the vacancies, but shall subsequently be treated as open positions and posted during the next May posting period.

All positions that become true vacancies (ie. resignation, retirement, etc.) after the meeting will be offered to the membership first and then will not be treated as an open position or posted during the next May posting period.

Involuntary Transfers:

(a) Whenever possible, reasonable notice of anticipated transfer of school or grade shall be provided to a teacher being transferred.

(b) Teachers may be involuntarily transferred only for good and just cause.

Section 12. Suspension. No teacher shall be suspended without a hearing. Before the hearing, the teacher shall be entitled to a statement of the full charges in writing. The teacher has the right to defend himself at the hearing and to have an attorney represent him.

Section 13. Union President. The Union President and Union Vice President shall be allowed a reserve of a total of twelve (12) days during the school year to attend to the duties of their offices. Notice shall be given to the Superintendent or his designee in accordance with the established practice for reporting teacher absence.

The Union President's schedule shall have the equivalent of one less class period per day to attend to his/her duties.

Section 14. Subject Preparation. Teachers, except by their own choice, shall not have more than three (3) subject preparations at the High School. These subject preparations may not be assigned in more than two (2) departments. (Example: Spanish I (1), Spanish II (1) and Spanish II (2) are permissible; Spanish I (1) and English I (G2) and English II (C2) are permissible; Spanish I (2), English I (G2) and Practical Biology would not be permissible. Whenever possible, teachers shall have no more than two (2) subject preparations in a departmentalized elementary school.

Section 15. Classroom Interruptions. Classroom interruptions are to be permitted only in the case of emergency. Routine announcements shall be made, where possible, during the first ten (10) minutes and/or the last five (5) minutes of the school day.

Section 16. Teacher Reprimands. Teachers shall not be reprimanded over the public address system nor in the presence of students. Teachers may only be reprimanded in private.

Section 17. Collection of Money. Teachers may not be responsible for the collection of money.

Section 18. Curriculum and Textbook Selection. Teachers shall receive notice when a curriculum committee or textbook selection committee is to be established. Teachers shall be solicited to submit recommendations in their area of instruction and to serve on these committees voluntarily.

Section 19. School Calendar. The Employer shall consult with representatives of the Union prior to the initial development and any subsequent changes in the school calendar. School shall not be in session on December 23.

Section 20. Certification. No teacher shall be required to teach in an area where he cannot be certified, except in emergencies.

Section 21. High School and departmentalized elementary teachers shall not be required to maintain student record cards.

Section 22. Pre K - 12 teachers shall utilize the school department's electronic student information system. Teachers shall not be required to complete report cards.

Section 23. Special Education teachers and school psychologists shall be provided with locked files to safeguard confidential records.

Section 24. Length of School Year. The school year shall be extended for 5 (five) school days. For the 2016-2017, 2017-2018, and 2018-2019 school years, the school year shall be extended for 3 (three) school days rather than 5 (five) school days. Payment for these days shall be at the rate of 1/180 per day of the amounts listed in Article V, Sections 1 and 2.

The Administration shall advise the teachers on or before the first day of each school year as to the designated dates for scheduling of the six one hour faculty meetings which shall comprise the 183rd day. If and in the event a teacher fails to attend such faculty meetings, he or she shall "make-up" the time with the site based Administrator.

Teachers whose retirement base may be affected during this contract period or by the 5 (five) year averaging for pension benefits may choose to have the value of the days deducted through the medical co-pay.

High school guidance counselors shall work ten (10) days in the summer at the rate of 1/180 per day of the amount listed in Article V, Sections 1 and 2.

Section 25. Clerical Staffing. The high school nurse and the high school librarian shall be assigned full-time clerks. .

Section 26. Employee Assistance. The school department and the union shall jointly create an employee assistance plan for teachers requiring or desiring assistance. The employee assistance plan, when completed, shall be made an addendum to the contract.

Section 27. Field Trips. No high school field trips shall be scheduled within two weeks of the beginning of senior or underclass examination periods.

Section 28. Faculty Parking. If faculty parking becomes a problem at any school then a committee consisting of three people appointed by the superintendent and three people appointed by the union president will be set up to make recommendations.

Section 29. Continuing Education/Professional Development Credits

(a) Definition/Sources

1. A CEU/PDC will be defined as Fifteen (15) contact hours.
2. One CEU/PDC will be equivalent to one "hour"-Article V, Section 2 of the Collective Bargaining Agreement.
3. No more than 50% of hours can come from CEU/PDC credits.
4. CEU/PDC offered by the North Providence School Department, Local 920 ER&D program, and RIFTHP professional development credits are Acceptable.
5. CEU/PDC offered by Brown, Bryant, CCRI, Johnson and Wales, Providence College, Rhode Island College, Roger Williams, Salve Regina, and The University of Rhode Island are acceptable.
6. CEU/PDC offered by the Rhode Island Department of Education are acceptable.
7. CEU/PDC from any other source must be approved by both the Superintendent and the Union President.

- (b) The professional development days (Section 24) shall be eligible for CEU/PDC. The portions of those days allotted for basic orientation, teacher preparation periods, and parent/teacher conferences shall not be eligible for CEU/PDC.

Section 30. Common Planning Time. Common planning time at the middle schools shall continue as presently organized. High School common planning time shall be scheduled for 30 Minutes weekly during corridor duty assignments.

Section 31. Evaluations.

(a) The Rhode Island Department of Education Teacher Evaluation Model will be used. The application of the evaluation model shall be in accord with law and regulation.

(b) The parties agree to create a District Evaluation Committee that shall develop fair and appropriate procedures in accordance with law and regulation. The DEC will have ten (10) members; five (5) chosen by the superintendent and five (5) chosen by the union president. For evaluation purposes there shall not be any photographic, mechanical or any electronic recordings or reproductions of classroom proceedings or other activities conducted with students or other persons without the consent of the teacher.

(c) Appeals of Evaluations

(1) An Appeals Committee shall be created to hear and decide complaints regarding a teacher's Final Effectiveness Rating (FER). The committee shall have three (3) members. One (1) member will be appointed by the superintendent. One (1) member will be appointed by the union president. The third member will be appointed annually on a rotating basis by the superintendent and the union president from a list of certified administrators and certified teachers who are suitably trained in the RIDE evaluation model; such approval shall not be unreasonably withheld.

(2) The decision of the appeals committee may be appealed to the superintendent and the union president. If a teacher appeals a FER of effective, the decision of the superintendent shall be final and not subject to the grievance procedure.

(3) If a teacher appeals a FER of ineffective and/or developing, he or she may file a grievance on procedural grounds.

**ARTICLE VIII  
INFORMATION AT THE SCHOOL**

Section 1. Official Circulars.

(a) All official circulars or memoranda meant for teachers shall be posted through email notice on the District email system for the inspection of all teachers.

(b) All official circulars or memoranda meant for teachers shall bear the signature of the official issuing said circulars or memoranda.

Section 2. Assignments. A copy of current teaching and non-teaching assignments will be posted in each school.

**ARTICLE IX  
USE OF PROPERTY**

Section 1. Meetings. The Union shall be allowed the use of one (1) room in the High School for Board of Directors' meetings, the use of the High School auditorium for general meetings, and the use of one (1) room in each school for teachers' meetings with the approval of the Superintendent. Any expense incurred in any elementary school for janitorial service after 4:30 P.M. shall be borne by the Union.

Section 2. Mail Boxes. The teacher mail boxes may be utilized by the Union for the circulation of official Union business.

## **ARTICLE X LEAVE OF ABSENCE FOR UNION DUTIES**

The Employer agrees that any member of the Union selected to a position requiring a leave of absence from his teaching duties shall be given a leave of absence without pay on a year-to-year basis provided, however, that no member shall receive a leave of absence for more than two (2) successive school years.

## **ARTICLE XI UNION ACTIVITIES**

### Section 1. Building Representatives.

(a) The school Principal shall recognize the elected Union Building Delegate(s) as the official union representative(s) in his/her school.

(b) A monthly meeting during the school year shall be held with the school Principal and the Union representative(s) to discuss any matters of concern to either party. Attendance at these meetings shall be limited to two (2) persons from each side except as the parties may otherwise agree. Whenever possible, advance notice of subjects to be discussed shall be exchanged. These meetings shall be held at a time and place agreeable to both sides.

Section 2. Visits to the Schools. Building Delegates may receive the assistance of a Union officer or staff representative to aid in the processing of a grievance. Whenever possible, such assistance will be given after the close of the regular school day.

### Section 3. Meetings during Working Hours.

(a) Whenever it is mutually agreed that the teachers shall participate in conferences, meetings, or negotiations during working hours, they shall suffer no loss in pay for the period of such participation.

(b) Whenever a grievance is brought before an arbitrator(s) as provided by Step 4 of the Grievance Procedure, the parties attending shall be limited to those immediately concerned with the processing of the case.

## **ARTICLE XII PRINTING OF AGREEMENT**

The Employer and the Union shall share equally the cost of printing this agreement in booklet form, and the Union agrees to distribute a copy of this agreement to each teacher presently employed by the Employer and to each new teacher hired by the Employer during the term of this agreement.

## **ARTICLE XIII SAVINGS CLAUSE**

All existing benefits, practices and policies not covered by this agreement shall continue in effect unless changed by mutual consent of the parties.

Whenever the masculine gender is used in this agreement, it shall also be taken as referring to the feminine gender.



ARTICLE XIV  
DURATION

This agreement shall be effective as of September 1, 2016, and shall remain in full force and effect through August 31, 2019.

NORTH PROVIDENCE  
SCHOOL COMMITTEE

NORTH PROVIDENCE FEDERATION  
OF TEACHERS, LOCAL 920

Anthony R. Marcunovic  
CHAIRMAN

[Signature]  
PRESIDENT

[Signature]

[Signature]

[Signature]

Date: 7/29/17

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**APPENDIX A-1**

Grievance # \_\_\_\_\_

Copy # \_\_\_\_\_

Fill out two (2) copies for every grievance.

This form may be used for General Grievances, if so specified.

A.F.T LOCAL 920. AFL-CIO  
NORTH PROVIDENCE SCHOOL DEPARTMENT

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SCHOOL: \_\_\_\_\_

**NATURE OF GRIEVANCE:**

Under the provisions of the Collective Bargaining Agreement between the North Providence School Committee and the North Providence Federation of Teachers \_\_\_\_\_ has been aggrieved as follows:

TEACHER'S SIGNATURE: \_\_\_\_\_

UNION REPRESENTATIVE: \_\_\_\_\_

**APPENDIX A-2**

Grievance # \_\_\_\_\_  
Copy # \_\_\_\_\_

**STEP ONE**

Consideration requested by \_\_\_\_\_, Building Rep.  
Date Grievance submitted to the principal: \_\_\_\_\_  
Principal must arrange a meeting within four (4) school days from the receipt of the grievance.  
The principal should give the answer as soon as possible, but in any case within two (2) school days.

Date of meeting between the principal and the building rep.: \_\_\_\_\_  
Answer of the Principal: \_\_\_\_\_

Signature of the Principal \_\_\_\_\_ Date \_\_\_\_\_  
Grievance resolved on basis of above: YES \_\_\_ NO \_\_\_

Grievance Committee Chair Signature: \_\_\_\_\_  
Teacher acknowledges receipt of copy: \_\_\_\_\_

**STEP TWO**

Consideration requested by \_\_\_\_\_ Grievance Committee  
Date Grievance submitted to Superintendent: \_\_\_\_\_  
Superintendent should arrange a meeting as soon as possible, but in any case within five (5) school days after request for the meeting.  
Date of meeting with Superintendent: \_\_\_\_\_  
Superintendent should give his answer as soon as possible, but in any case within five (5) school days after the meeting is held.

Answer of Superintendent: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
Grievance resolved on basis of above: YES \_\_\_ NO \_\_\_

Grievance Committee Chair Signature: \_\_\_\_\_  
Teacher acknowledges receipt of copy: \_\_\_\_\_

**STEP THREE**

Consideration requested by \_\_\_\_\_ Grievance Committee  
Date grievance Submitted to School Committee: \_\_\_\_\_  
The School Committee will arrange a meeting within twenty-five (25) school days from the time a grievance is referred to them and will give an answer within ten (10) school days after such meeting.

Answer of the School Committee: \_\_\_\_\_

Signature of Chairman of the School Committee: \_\_\_\_\_  
Date: \_\_\_\_\_

## APPENDIX- B-1

### BY-LAWS FOR THE SICK LEAVE POOL NORTH PROVIDENCE FEDERATION OF TEACHERS LOCAL #920, AFT, AFL-CIO

#### I. CREATION

1. Any teacher, administrator, and other certified personnel who wishes to do so may contribute two (2) of his sick days to sick leave pool.
2. Days contributed to the pool by the above-mentioned individuals in the North Providence School System shall be considered cumulative and non-returnable, and will remain in the pool as long as the said pool continues to operate. If, however, the members at some future date may wish to terminate the existence of the pool, all unused days will be returned to the member in a fashion decided upon by the pool's Board of Governors.
3. The Board of Governors will decide how many new days will be added, and the manner by which they will be collected.
4. It is to be understood that any teacher, administrator, or other certified personnel entering the North Providence School System in the future shall have the right to contribute to this pool.

#### II. ADMINISTRATION

1. The SLP shall be governed by a six (6) member committee, four (4) members appointed by the President of Local 920, and two (2) members appointed by the Chairman of the School Committee. The issue of the composition of the board shall be revisited in the second year of the agreement.
2. This committee shall be called the SLP Board of Governors, and its members shall serve for two (2) years. Members may be reappointed by the President or Chairman.
3. The members of the Board shall elect one of their own number to serve as Chairman, also for a period of two (2) years.
4. The Chairman will maintain all records of the pool and shall present an accounting of the pool's operation to the general membership at the Annual Meeting.

#### III. OPERATION

1. It is to be understood that the purpose of this pool is to provide extra sick days to those members suffering from a long-term, serious and/or chronic illness/injury, but only after they have exhausted all of their own yearly, accumulated, and carryover sick leave.
2. In order for a member to be eligible to draw from the pool, he must be a contributing member of the pool.
3. Upon approval of these By-Laws by the Board of Directors, all certified personnel will be asked within thirty (30) days from the date of approval, to fill out a form authorizing the Superintendent of Schools and the North Providence School Committee to withdraw two (2) sick days from his total sick leave, and to transfer these two (2) days to the sick leave pool. In future years, only new personnel will be asked to fill out this form, and this must be done within thirty (30) days from the beginning of their employment in the North Providence School System.

## APPENDIX-B-2

### IV. USE OF THE POOL

1. After a member has exhausted all of his own yearly, accumulated, and carryover sick leave and if s/he then is out of school for five (5) additional, consecutive school days, s/he may apply in writing to the Board of Governors for additional sick leave, to be drawn against the pool. Each day will be paid at 80% of the teacher's/administrator daily rate of pay.  
Qualified teacher is defined as a participating teacher/administrator who suffers from an incapacitating illness/injury that is long term, serious, and/or chronic and renders the teacher/administrator unable to perform her/his duties as a teacher/administrator.
2. Upon receipt of this written request, the Chairman of the Board of Governors shall call a meeting of the Board to decide upon the merit of the request. If the Board decides to award the requested leave, the award will be retroactive to the first day after which the member had exhausted his own sick leave. The member requesting this leave shall be informed in writing of the Board's decision, only in the event that the request is denied. The decision of the Board of Governors shall not be subject to the grievance procedure.
3. Once the sick leave has been granted, the member may continue to draw against the pool as long as he remains out of school provided that he submit a letter from his doctor every thirty (30) calendar days indicating that he is unable to return to work.
4. If the member draws more than sixty (60) days from the pool, the teacher must submit to an independent medical examination. The cost of this exam is to be shared equally by the union and the school department.
5. If a school year ends and a member remains ill to the extent that he cannot return to work in September of the following school year, he must resubmit a letter of application for further sick days to the Board of Governors.
6. The Board of Governors shall have the power to waive any of the above provisions when they feel the circumstances warrant such action.

### V. CHANGES

1. Once adopted by the Board of Directors, these By-Laws are not subject to change or amendment without the prior approval of the Board of Directors.
2. Any member who wishes to change or amend these By-Laws must submit the proposed changes in writing to the Board of Directors and the Board of Governors for approval.



## APPENDIX C

### **National Board for Professional Teaching Standards (NBPTS) Certification**

The School Committee and the Union believe in the value and importance of professional growth and development for teachers as essential in helping students achieve high standards. The School Committee and the Union recognize the NBPTS certification process as a highly effective means for teachers to engage in this essential professional development.

1. The School department and the Union shall encourage teachers to undertake voluntarily the assessment process to become National Board certified teachers.
2. The School Department shall assist and support the efforts of National Board certification candidates using restricted professional development resources by providing up to five(5) professional development release-time days, and supportive loaned materials and equipment, such as video cameras, editing equipment and computers, etc. in the possession of the School Department. Professional development release-time days shall be used exclusively for activities related to the National Board certification assessment process.
3. Completing the national Board certification assessment process, but not acquiring certification, qualifies a teacher to receive six (6) district-approved credits toward the advanced increment schedule set forth above. The teacher shall provide documented verification that he/she has completed the certification assessment process.
4. It is expected that National Board-certified teachers continue to work with the students of North Providence in various capacities. The school Department and the Union will explore other possible roles that National Board-certified teachers may play in the improvement of the education provided for North Providence's students. Such other roles and activities may include, but not be limited to, mentoring, planning, and delivering professional development, facilitating school improvement, and/or developing curriculum.

## APPENDIX D

### HIGH SCHOOL SCHEDULE

7:30 TEACHERS REPORT TO POST

7:35 BEGIN FIRST PERIOD

8:30 END FIRST PERIOD

8:34 BEGIN SECOND PERIOD

9:29 END SECOND PERIOD

9:33 BEGIN THIRD PERIOD

10:28 END THIRD PERIOD

10:32 BEGIN FOURTH PERIOD (LUNCH)

11:57 END FOURTH PERIOD

12:01 BEGIN FIFTH PERIOD

12:56 END FIFTH PERIOD

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1:00 BEGIN SIXTH PERIOD

1:55 END SIXTH PERIOD

2:00 TEACHER DISMISSAL

INSTRUCTIONAL TIME 5:30 HOURS

TEACHER DAY 6:30 HOURS

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## APPENDIX E

### STANDARD PLAN BENEFIT SUMMARY

	What's Covered	What You Pay
<ul style="list-style-type: none"> <li>• <b>Deductibles</b> You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:                             <ul style="list-style-type: none"> <li>• \$0 per individual plan; \$0 per family plan in network</li> <li>• \$100 per individual plan; \$300 per family plan out of network*</li> </ul> </li> <li>• <b>Out-of-pocket Limits</b> To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services.                             <ul style="list-style-type: none"> <li>• \$1,000 per individual plan; \$3,000 per family plan out of network*</li> </ul> </li> </ul>	<b>Preventative Care</b> <ul style="list-style-type: none"> <li>• Adult preventative care</li> <li>• Child preventative care</li> </ul>	\$0 in network \$20 plus 20% per visit after deductible out of network
	<ul style="list-style-type: none"> <li>• Immunizations</li> <li>• Preventative and diagnostic lab, X-ray, and imaging</li> </ul>	\$0 in network 20% per visit after deductible out of network
	<b>Primary Care Office Visits</b> <ul style="list-style-type: none"> <li>• Adult primary care</li> <li>• Adult gynecological exam</li> <li>• Pediatric primary care</li> </ul>	\$20 per visit in network \$20 plus 20% per visit after deductible out of network
	<b>Specialist Office Visit</b> <ul style="list-style-type: none"> <li>• Specialty care</li> <li>• Chiropractic (limit 12 visits per year)</li> <li>• Routine eye exam (limit 1 visit per year)</li> </ul>	\$20 per visit in network \$20 plus 20% per visit after deductible out of network
	<b>Outpatient Services</b> <ul style="list-style-type: none"> <li>• Medical/surgical care</li> <li>• High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)</li> </ul>	\$0 per visit in network 20% per visit after deductible out of network
	<b>Inpatient Services</b> <ul style="list-style-type: none"> <li>• Acute care</li> <li>• Maternity</li> <li>• Mental health</li> <li>• Chemical dependency</li> <li>• Rehabilitation (limit 45 day per year)</li> </ul>	\$0 per visit in network 20% per visit after deductible out of network
<p><b>Please Note</b> The deductible and out-of-pocket limits are separate for in-network and out-of-network services</p> <p>*3 family members must meet the individual amount</p>	<b>Emergency Services</b> <ul style="list-style-type: none"> <li>• Hospital emergency care</li> </ul>	\$100 per visit in network \$100 per visit out of network
	<b>Ambulance</b>	\$50 per occurrence in network \$50 per occurrence out of network
	<b>Urgent Care Center</b>	\$20 per visit in network \$20 plus 20% per visit after deductible out of network
	<b>Durable Medical Equipment</b>	20% per occurrence in network 20% per occurrence after deductible out of network
	<b>Physical/Occupational Therapy</b> <ul style="list-style-type: none"> <li>• Physical therapy</li> <li>• Occupational therapy</li> <li>• Speech therapy</li> </ul>	20% per visit in network 20% per visit after deductible out of network
	<b>Prescription Drugs</b>	20%

**APPENDIX F**  
**(Insert HSA Plan)**