

# **C O N T R A C T**

between the

**WEST WARWICK  
SCHOOL COMMITTEE**

and the

**WEST WARWICK  
TEACHERS' ALLIANCE**

**AFT Local # 1017, AFL-CIO**

effective

**September 1, 2012**

through

**August 31, 2015**

<b>TABLE OF CONTENTS</b>	<b>PAGE</b>
Preamble	3
Article 1 Recognition	4
Article 2 Scope of the Agreement	4
Article 3 Union Privileges and Responsibilities	4
Article 4 Grievance Procedure	5
Article 5 Promotion to Administrative Positions	8
Article 6 Seniority	9
Article 7 Transfers and Assignments	9
Article 8 Classroom Reassignments	12
Article 9 School Year	12
Article 10 School Day	12
Article 11 Insurance	15
Article 12 School Calendar	19
Article 13 Payroll Deductions	19
Article 14 Teacher Directory	19
Article 15 Sick Leave and Leave of Absence	19
Article 16 Equipment	26
Article 17 Duty-Free Lunch Period	26
Article 18 Faculty Advisory Committee	26
Article 19 Preparation Periods	27
Article 20 Professional Evening Activities	28
Article 21 Class Preparations and Class Size	28
Article 22 Staffing	31
Article 23 Teachers' Schedules	34
Article 24 Itinerant Personnel	35
Article 25 Summer School	35
Article 26 Part-Time Positions and Job Sharing	35
Article 27 Teacher Files	37
Article 28 Transportation of Students	37
Article 29 Educator Evaluation	38
Article 30 Summonses	39
Article 31 Substitutes: Status and Pay	39
Article 32 Teachers Covering Classes	40
Article 33 Closing of School	41
Article 34 Tutors	41
Article 35 Extracurricular Activity Directors	41
Article 36 Coaches	43
Article 37 Basic Salary Schedule	44
Article 38 Professional Service Increments	44
Article 39 Scale of Graduate Credits	45
Article 40 Severance Pay	46
Article 41 Teacher Leaders	46
Article 42 Various Specialized Personnel	48
Article 43 Non-Teaching Duties	52
Article 44 Classroom Interruptions	53
Article 45 Printing of Contract	53
Article 46 Savings Clause	53
Article 47 Duration of the Agreement	53
Article 48 Successor and Assigns	54
Article 49 Committees, Teams and Councils	54
Article 50 Responsibilities of the Committee	56
Appendix "A" Benefit/Coverage Summary of Health Care Plan	56
Appendix "B" Memoranda of Agreement	58
Signatures	59

The West Warwick School Committee and the West Warwick Teachers' Alliance independently and mutually subscribe to and endeavor to fulfill the following Mission Statement of the West Warwick Public Schools:

The West Warwick Public Schools, in partnership with the entire community, is dedicated to providing all learners with access and opportunity to a challenging comprehensive education while developing 21st Century Skills in a safe, personalized learning environment.

## **PREAMBLE**

The parties, namely, the West Warwick School Committee (hereinafter referred to as the "Committee") and the West Warwick Teachers' Alliance, Local #1017, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Alliance" or the "WWTA"), acknowledge and reaffirm their realization that their common duty involves much more than their collective bargaining endeavors.

Education of the highest quality is the goal of both the Committee and the Alliance. Together, excellence in education will be achieved and problems of concern will be resolved. This goal will be approached constructively through periodic consultation. Such consultation will take place without trespass or interference upon the distinct and special powers and duties of either party in the process. To this end, the Alliance will from time to time present to the Committee its own views and suggestions on certain school problems clearly within its knowledge and province.

The parties affirm that this agreement entered into on the 20<sup>th</sup> day of March, 2012, was negotiated in good faith and was achieved following the legally prescribed method of collective bargaining. Considering that the Committee and the designated representatives of the Alliance have met and have fully discussed and considered, on behalf of the teachers in the bargaining unit, changes in salary schedules, improvement in professional working conditions, and a procedure for the resolution of grievances, IT IS AGREED AS FOLLOWS:

## **ARTICLE 1 – RECOGNITION**

Section 1: The West Warwick School Committee recognizes the West Warwick Teachers' Alliance, Local #1017, American Federation of Teachers, AFL-CIO, as the exclusive bargaining agent for all certified and certified/licensed personnel, hereinafter referred to as teacher or member, in the Town of West Warwick, excluding the Superintendent of Schools, Assistant Superintendent of Schools, Director of Administration and Finance, Director of Special Education and Personnel and Pupil Services, Assistant to the Special Education Director, Director of Educational Reform, Compliance and Technology, Assistant to the Director of Educational Reform, Compliance and Technology, Director of Property Services and Transportation, the Principals, the Assistant Principals, the Associate Principals and all other promotional positions as defined in Article 5 A.

Section 2: Any position, job or duty otherwise held by WWTA bargaining unit members shall not be subcontracted, filled or engaged by any non-bargaining unit member, private company personnel or grant supported private personnel, absent mutual agreement with the Alliance.

Section 3: The Alliance will continue to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, sexual orientation or place of residence and to represent equally all employees without regard to membership or participation in or association with the activities of any employee organization. The Committee will continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, place of residence or association with the activities of any employee organization.

## **ARTICLE 2 - SCOPE OF THE AGREEMENT**

It is recognized by the parties that all provisions of this Agreement may, during its life, be altered only by written agreement of the parties and that neither party nor their representatives shall take any action which is inconsistent with any provision of this Agreement.

## **ARTICLE 3 - UNION PRIVILEGES AND RESPONSIBILITIES**

Section 1: The School Department shall make available to the Alliance upon reasonable request any and all information, statistics and records relevant to negotiations or necessary for the proper implementation of the terms of this Agreement. This Section will not apply to personnel files, but only to public records kept by the School Department. The Committee shall not be required to generate non-existing, special reports or data under this section.

Section 2: Building Representatives: The building principal recognizes the Alliance's Building Representative as the official representative of the Alliance in the building. The Alliance will make available to the School Department a list of the respective Building Representatives. The principal shall meet with the Alliance's Building Representative at the request of either party to discuss building operations or educational concerns or activities relating thereto.

Section 3: Meetings with the School Committee: The School Committee shall provide the Alliance with a place on the agenda of its public meetings, regular or special, to discuss matters of mutual interest if so requested by the Alliance five (5) days prior to the meeting.

A copy of the School Committee agenda and all related information and documents that affects teachers or the Alliance Contract shall be sent to the Alliance President at the time the agenda is posted but no later than two (2) full business days prior to the meeting.

The School Department shall provide the Alliance President a copy of all official School Committee Meeting minutes, excluding executive session minutes.

The School Department shall provide the Alliance President with either three (3) hardcopies, or one scanned electronic copy of the annual budget when it is prepared each year.

The School Department shall notify the Alliance President whenever a special meeting of the Committee open to the public is to be held. If such meeting is to be held during school hours, the Alliance President or his/her designee will be relieved of his/her teaching duties so that he/she may be in attendance at such meetings when the agenda is related to teachers or the Alliance Contract.

In addition, the Alliance, upon its written request and according to Committee procedures, shall be entitled to appear before the Committee to speak on matters of educational importance or on issues which deal with the terms and conditions of this Contract.

Nothing contained herein shall be so construed as to prevent the parties from meeting more frequently than provided for above.

Section 4: Meetings with the Superintendent: The Superintendent of Schools shall meet periodically with representatives of the Alliance to discuss matters relating to the implementation of this Agreement, educational needs or concerns of the school system or administrative-staff relationships.

- Section 5: (a) Bulletin boards will be provided in the Teachers' planning rooms for the use of the Alliance.
- (b) The Committee will continue to extend to the Alliance the use of rooms for meetings.
- (c) The Committee shall extend to the Alliance President the courtesy and privilege of the use of an area in which to store Alliance materials and equipment and in which the Alliance President may conduct Alliance business. Additionally, the Committee shall extend to the Alliance President reasonable access to said area outside of school hours.

#### **ARTICLE 4 - GRIEVANCE PROCEDURE**

Purpose: It is the declared objective of the parties to encourage the prompt and informal resolution of grievances as they arise and to provide recourse to orderly procedures for the satisfactory disposition of grievances. In order to settle grievances at the lowest appropriate administrative level, the organization for processing grievances shall be as follows:

Section 1: A grievance shall mean a complaint by the Alliance or by a member of the bargaining unit and the Alliance that (1) the aggrieved has been treated unfairly, inequitably or without just cause, or (2) there is a violation, misinterpretation or misapplication of the provisions of this Agreement, or (3) there has been a unilateral change of or departure from an established past practice as set forth under Section 8 below.

Section 2: All grievances shall be submitted in writing and signed by the aggrieved.

Section 3: An aggrieved teacher shall first discuss the issue with his/her principal, either directly or accompanied by the Alliance representative, with the objective of resolving the matter informally. The principal shall communicate his/her decision in writing to the member within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory, the aggrieved may appeal within five (5) school days to the Superintendent of Schools. The Superintendent shall arrange a meeting within five (5) school days from the date of receiving a grievance and shall give his/her decision within five (5) school days of such meeting. If the matter is not satisfactorily handled, then;

Section 5: A meeting shall be held between the Committee and the aggrieved who may be represented and/or accompanied by the Grievance Committee of the Alliance. Said meeting shall be held within ten (10) school days of receipt of the grievance by the Committee. The Committee shall render its decision in writing within seven (7) school days of said meeting.

Section 6: Arbitration: If the Grievance Committee is not satisfied with the disposition of the grievance at Section 5 of this Article or if no decision has been rendered within the time limits of Section 5, the Grievance Committee may appeal the decision (or portion thereof) or the lack of decision directly to arbitration, which shall be final and binding as follows:

- (a) Notice of intention to request submission to arbitration must be in writing addressed to the Superintendent not later than ten (10) calendar days following the decision by the Committee or by the expiration of the time limits for such a decision, whichever shall occur first. A copy of such notice to submit to arbitration shall be sent to the Superintendent by certified mail, return receipt requested. The arbitration panel will consist of one (1) impartial arbitrator chosen mutually by the parties. In the event that there is no agreement upon said impartial arbitrator, said arbitrator shall be selected from the American Arbitration Association (AAA) pursuant to its rules. It is understood that this is one (1) member arbitration and that neither party shall have a partial arbitrator to hear and decide the matter.
- (b) The arbitrator shall hear and decide only one (1) grievance in each case. He/she shall be bound by and must comply with all the terms of this Agreement. He/she shall have no power to add to, delete from or modify in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the parties and all concerned. Fees and expenses of the impartial arbitrator shall be borne equally by both sides except as otherwise provided in this Agreement. The arbitrator will have thirty (30) calendar days to render his/her decision in writing.

Section 7: Commissioner/Board of Regents: In lieu of the procedures and time limits provided for in Section 6 of this Article, the Grievance Committee, if not satisfied with the disposition of the grievance at Section 5 of this Article, may proceed directly with an appeal to the Commissioner of Education/Board of Regents pursuant to the General Laws of Rhode Island. It is understood that any decision rendered by the Commissioner/Board of Regents shall be final and binding upon the parties in the same way had the matter been appealed to arbitration under Section 6 of this Article.

- (a) Notice of intention to request submission to the Commissioner/Board of Regents must be in writing addressed to the Superintendent not later than ten (10) calendar days following the decision either by the Committee or by the expiration of the time limits in Section 5 of this Article, whichever shall occur first. A copy of such notice to submit to the Commissioner/Board of Regents pursuant to the General Laws of Rhode Island shall be sent to the Superintendent by certified mail, return receipt requested.
- (b) The Commissioner/Board of Regents shall hear and decide only one (1) grievance in each case. He/she/it shall have no power to add to, delete from or modify in any way any of the provisions of this Agreement. The decision of the Commissioner/Board of Regents shall be final and binding upon the parties and all concerned.

## Section 8: Use of Past Practices in Grievance Hearings:

- (a) A grievance hearing officer or arbitrator shall have the authority to consider the existence of a past practice that may exist between the parties only under the following circumstances:
  - 1. The Collective Bargaining Agreement (Contract) does not contain an express provision that is the subject of the grievance; or
  - 2. The Collective Bargaining Agreement contains a provision that is unclear and ambiguous.
  - 3. The party claiming the existence of a past practice shall be required to prove by clear and convincing evidence that the practice:
    - a. is unequivocal;
    - b. has been clearly enunciated and acted upon;
    - c. is readily ascertainable;
    - d. has been in existence for a substantial period of time;
    - e. has been accepted by representatives of the parties who possess the actual authority to accept the practice.
- (b) Section 8(a) notwithstanding, a past practice that may exist between the parties may not override any contrary provision of the existing Collective Bargaining Agreement, statute or ordinance.
- (c) Notwithstanding, a past practice that may exist between the parties may not override any contrary provision of any rule, regulation or policy that has been promulgated, adopted and published pursuant to either the Administrative Procedures Act or promulgated and published by the appropriate governing entity in West Warwick.

## Section 9: Miscellaneous Provisions:

- (a) Notice of all appeals to Sections 4 and 5 above by the aggrieved or by the Grievance Committee must be taken within five (5) school days of a decision.
- (b) All hearings may be public or private at the option of the aggrieved.
- (c) Time limits specified in this procedure may be extended in any specific instance in writing.
- (d) The Alliance shall have the right to initiate and process grievances which in its judgment are general in nature.
- (e) Any aggrieved person shall be represented at all meetings and at all hearings at all steps in the procedure by the Grievance Committee or by its designated agent(s).
- (f) It is expected by both parties that all hearings will be held outside of school hours. However, if final hearings are held during school hours, the aggrieved member and the Grievance Committee may attend without loss of pay. This is understood to be final hearings before an arbitrator and/or Commissioner.
- (g) The Alliance agrees that it will set up a Grievance Committee not exceeding three (3) members.
- (h) Both the Alliance and the Committee shall have the right to legal assistance and/or stenographic assistance at all hearings.
- (i) Nothing in this Contract shall be construed as compelling the Alliance to submit a grievance beyond the level of Section 5 of this Article.
- (j) Unless agreed to the contrary, the subject matter of all grievances as well as the names pertaining thereto shall remain confidential provided that such grievances are of a personal nature.
- (k) No reprisals of any kind shall be taken against participants in the grievance procedure by reason of such participation.
- (l) An official grievance shall not be placed in the personnel file of any teacher, nor shall such grievance become a part of any file or record which is utilized in the promotional process, nor shall it be used in any recommendation for job placement.
- (m) In the event that a particular grievance occurs which the Grievance Committee believes to be a deliberate violation of the Agreement, the Grievance Committee may initiate the grievance at the



administrative level it believes will produce the most immediate relief or remedy. In no instance, however, shall a grievance be initiated beyond Section 4 of this Article.

- (n) It shall be the obligation of an individual member of the bargaining unit, who has been provided in any form by the administration with knowledge and/or documentation of a policy, practice, condition or act which may constitute grounds for a grievance as defined in Section 1 above, to pursue that complaint within twenty (20) school days of the date of said knowledge and/or documentation of said policy, practice, condition or act. Failure to pursue said complaint within said time limitation shall preclude said individual from pursuing said complaint through this grievance procedure and/or from benefiting from future individual and/or class grievances of a similar nature. However, failure on the part of said individual member to pursue said complaint within said time limitations shall not preclude other individuals or the Alliance from pursuing a similar complaint within twenty (20) school days of knowledge and/or documentation of a policy, practice, condition or act which may similarly constitute grounds for a grievance as defined in Section 1 above. Nor shall any failure to pursue a grievance within the time limitations as set forth in this provision be cited by either party to this Agreement as a precedent and/or past practice should a similar complaint be later brought by other individuals or the Alliance. For the purposes of this provision, the Grievance Committee (the Alliance) shall be bound by the same terms and conditions in the same way as if it were an individual member of the bargaining unit.
- (o) There shall be no modification of a grievance in accordance with Section 2 hereof once the grievance has been decided at the Section 5 level hereof.
- (p) For the purposes of this Article, all time lines indicating a specific number of “school days” shall mean “business days” during the course of the summer vacation.
- (q) Nothing contained in this grievance procedure shall be construed to deny or prevent any individual(s) from pursuing a complaint against the School Committee outside of this grievance procedure in accordance with all administrative rules, regulations or policies and/or statutes.
- (r) Any teacher who is suspended or dismissed for good and just cause or any teacher who is notified of the non-renewal of his/her employment for the following school year shall have the right to elect either his/her statutory appeal remedy under R.I.G.L. Title 16-13-4 or his/her contractual appeal remedy under the grievance/arbitration procedure set forth in this Article as an arbitrable matter. The election of remedy shall be made after the teacher is afforded an opportunity for a hearing before the School Committee in accordance with R.I.G.L. Title 16-13-4 and 16-13-5.

## **ARTICLE 5 – PROMOTION TO ADMINISTRATIVE POSITIONS**

Section 1: Promotional positions are defined as all positions which pay a salary differential above that of a classroom teacher except for those positions which the bargaining agent represents.

Section 2: Notice and Job Descriptions:

- (a) The notice of vacancy shall set forth all qualifications, requirements, duties, salary and other pertinent information.
- (b) All vacancies for administrative promotional positions shall be publicized twenty (20) days prior to filling the vacancy by being posted via the district’s e-mail system
- (c) The Superintendent shall make known all nominations for vacancies or new positions to the School Committee within thirty (30) days of the posting deadline, unless the Superintendent determines that it is not necessary or expedient to fill the administrative vacancy.
- (d) The Alliance will waive the twenty (20) day posting period upon request from the Superintendent for good cause; however, no such promotional positions shall be posted for fewer than five (5) calendar days.
- (e) The posting shall include (1) full job description, (2) required qualifications as set by the Superintendent/School Committee, and (3) procedures for making application.



Section 3 - Application:

- (a) A person applying for a promotional position shall submit a letter of application for the position in accordance with the instructions on the posted notice, which may include letters of recommendation, transcripts and/or other pertinent information.
- (b) Candidates shall be recommended on the basis of qualification for the position as determined by the Superintendent and his/her administrative team.
- (c) Upon specific request, a teacher who has not been appointed to a position for which he/she has made application shall have the right to meet with the Superintendent to discuss the reason(s) why he/she was not appointed.

**ARTICLE 6 - SENIORITY**

1. Definition: Seniority shall be defined as the length of continuous service in a full-time teaching position in the West Warwick School Department to include the duration of time spent on any or all leaves of absence set forth under Article 15 of this Agreement. In the cases of approved part-time positions or job sharing positions, seniority shall accrue at the proportional rate of a full-time position.
2. If a vacancy or new position occurs, administrators who return to the bargaining unit shall be considered to have continuous service for the number of years (or portion thereof) that the individual served in the bargaining unit, provided said administrator never left the West Warwick School Department prior to returning to the bargaining unit. For the purposes of this Section, the recall rights and provisions set forth in Article 22 and the recall/involuntary transfer rights and provisions as set forth in Article 7 shall first be applied and shall supersede the provisions of this Section.
3. Where length of service in a position in the bargaining unit is equal, the date of official appointment by the School Committee shall be the determining factor.
4. School Department List: The School Department shall prepare a seniority list and make available to any member of the bargaining unit his/her seniority as it may affect or contribute to the resolution of any specific problem(s). The School Department shall prepare this list by November 15<sup>th</sup> and provide three (3) copies to the Alliance.
5. The School Department shall provide the Alliance President by October 1<sup>st</sup> of each year with the current status of any and all teachers who have been suspended/terminated, recalled and/or involuntarily transferred since the previous year.

**ARTICLE 7 - TRANSFERS AND ASSIGNMENTS**

Section 1 - Vacancies, Postings and New Positions:

- (a) All teaching vacancies and all new positions shall be posted for twenty (20) school calendar days before they are filled. In the event that any true vacancy or any permanent position occurs or is anticipated to occur after the school year has begun, said true vacancy/new position shall be filled in accordance with R.I.G.L. Title 16-13-2. In the event that any true vacancy, permanent position or full-year long-term substitute (LTS) position occurs or is anticipated to occur during the summer recess, all members of the bargaining unit who are on record with the West Warwick School Department as being duly certified to hold said position shall be notified via the district's e-mail system. In addition to e-mail notification, all active postings shall be maintained in a known, accessible location within the district's information management system (ASPEN). The twenty (20) day posting shall commence with the date appearing on the notice of posting. Upon receipt of a written request from the Superintendent, the Alliance President may grant a written waiver of the twenty (20) day posting requirement in favor of a posting period of shorter duration.
- (b) If a vacancy is created as a result of Section 1(a), then Section 1(a) will not apply to the created vacancy.

## Section 2 – Transfers:

- (a) All voluntary transfer candidates must be appropriately certified to fill any new or vacant position for which they apply. Provided that the voluntary transfer candidate is appropriately certified and further provided that the request for transfer has not been denied by the Superintendent pursuant to Article 7-2(b), requests for voluntary transfer shall be honored in accordance with seniority.
- (b) The Superintendent at his/her discretion may deny a voluntary transfer only under the following circumstances:
  - i. Where the voluntary transfer concerns a teacher who has not completed four (4) years of service in the West Warwick Public Schools or to any non-tenured teacher who has not completed his/her probationary service in the position to which he/she was regularly appointed.
  - ii. Where the voluntary transfer concerns a teacher requesting to temporarily transfer into a Long Term Substitute (LTS) position pursuant to Section 2(c) of this Article.
  - iii. Where the voluntary transfer concerns a teacher who, during his/her last complete formal teacher evaluation, received an evaluation rating of Ineffective. For the purposes of this Article, the evaluation rating shall only factor the three professional practice standards (Standards 1, 2 and 3) of the RIIC evaluation system and said rating shall be derived by averaging all of the rated element scores in each of those three standards.
  - iv. Members whose request for transfer is denied under this Section shall receive a written notification stating the specific reason for denial within ten (10) school days after a new or vacant position is filled.
- (c) A regularly appointed teacher may apply to fill any long-term substitute position provided that said position is for one (1) full year and the teacher shall return to his/her original position upon the completion of that year.
- (d) Teachers involuntarily transferred to a different school because of reduced pupil enrollment and/or as a consequence of the annual PK-12 grade levels reconfiguration or realignment shall have the right of recall to their original school and same job category in the reverse order to that which they were transferred out involuntarily pursuant to Section 3(d) of this Article provided a written request for such a recall is made within one (1) year from the effective date of the involuntary transfer.
- (e) Where transfers are required because all or part of the student body is moving to a new or different school, the staff of the school being reduced shall have first priority in transferring to the new or different school.
- (f) A teacher's accrued seniority shall not be affected by transfers regardless of whether said transfers are voluntary or involuntary and regardless of any change(s) in building assignment.
- (g) Teacher specialists who are assigned professional duties in two (2) or more non-adjacent schools shall be granted full consideration for transfer as provided in terms of seniority.

## Section 3 - Assignment:

- (a) No teacher shall be required to teach subjects, grades or classes outside his/her area(s) of certification.
- (b) A teacher shall be involuntarily transferred from his/her job category or grade level assignment only when scheduling for the following school year makes such a transfer necessary and then only when no senior teacher presently assigned to that building and in that same job category or grade level agrees to accept an involuntary transfer.
- (c) No elementary teacher shall be involuntarily transferred more than one (1) adjacent grade level unless such involuntary transfer would result in a teacher presently assigned to that building and in the same job category or grade level with more seniority being involuntarily displaced. In such an instance, the elementary teacher involuntarily transferred shall be transferred to the nearest

grade level in that building where he/she may displace the teacher with the least seniority provided that the teacher has less seniority than the teacher originally transferred involuntarily. Any teacher so displaced, in turn, shall be placed in the nearest grade level, to include Grades 5 and 6 at the Middle School, where he/she may displace another teacher with the least seniority and so on. In the instance of a Grade 5 or 6 core subject teacher being transferred involuntarily, he/she may be reassigned, pursuant to Subsection (iv) immediately below, to an appropriate elementary grade level for which he/she holds valid elementary certification.

- (d) In the event of the reduction or elimination of any position within a particular school building which would result in the involuntary transfer of the teacher with the least seniority in filling a vacancy and/or new position in another building, said teacher so affected may opt, on the basis of his/her seniority, to fill whichever vacancy and/or new position to which he/she could be involuntarily assigned (transferred) and for which he/she may be certified.
  - i. For the purposes of this Subsection, said vacancies and/or new positions shall only be those which the School Department anticipates to be available for the next school year by ten (10) school days before the June 1<sup>st</sup> time limit as set forth in Article 23, Section 2.
  - ii. Such procedure of involuntary assignment (transfer), if so opted by said teacher, shall be made known before such time that other teachers might opt by seniority to transfer voluntarily. If said involuntarily transferred teacher opts not to invoke his/her seniority in the instance described above, then he/she shall be assigned only after such time that all voluntary transfers and the shifts resulting therefrom have been completed.
  - iii. This Subsection shall not apply to anticipated vacancies and/or new positions made known to the School Department after the time frame referred to above. In such instances, seniority, as set forth in Article 6, shall be the rule.
  - iv. For the purposes of this Subsection, all vacancies and/or new positions relative to the above shall be posted and/or listed for seven (7) school days in lieu of the twenty (20) day posting and/or listing as set forth in Section 1 of this Article.
- (h) Involuntary transfers made because of decreased pupil enrollment shall be based on seniority provided that all teachers who wish to voluntarily transfer have had an opportunity to do so. The teacher with the least seniority within the classification being reduced shall be the first transferred, and so on, provided that substitutes filling a vacancy in the same classification have first been removed.
- (i) Teachers shall only be involuntarily transferred within the same area of certification unless the teacher agrees to accept a transfer into another certification area.
- (e) In the event of the reduction or elimination of any position(s) resulting in the suspension/termination/layoff of the least senior teacher(s), said teacher(s) may invoke the terms and provisions of Article 22 and accordingly, if eligible, shall be recalled or reassigned to a vacancy and/or new position following such time that teachers who are assigned for the following school year have had an opportunity to exercise the privilege of opting for a voluntary transfer to vacant and/or new positions. However, such option for voluntary transfer shall yield and not be implemented if it might result that, by so doing, any laid off teacher would consequently be precluded from his/her priority right of recall to active employment.

## **ARTICLE 8 - CLASSROOM REASSIGNMENTS**

Teachers directed to change classrooms shall be given a two (2) week notice whenever practicable before a change is to occur.

The building principal shall provide that all teaching equipment, materials and supplies be moved to the new location when a change in teaching station is to occur.

## **ARTICLE 9 - SCHOOL YEAR**

It is agreed that the school year for the students will be one hundred eighty-one (181) days. The school year for teachers shall be one hundred eighty-two (182) days. The first (1<sup>st</sup>) day for teachers shall be the weekday immediately preceding the first (1<sup>st</sup>) day of school for students and will be used to allow for administrative staff meetings and for classroom preparation by teachers.

In addition to the above, the school year for teachers shall be extended by the equivalent of yet another school day on a flexible-time basis for the purpose of conducting ongoing, system-wide, non-embedded professional staff development.

## **ARTICLE 10 - SCHOOL DAY**

### **Section 1 – Length of School Day:**

It is agreed that the length of the school day for students in the Elementary Schools, Middle School, and High School shall be neither more than nor less than the minimum length of time (i.e. 330 minutes of actual school work) as prescribed by regulation of the Board of Regents for Education pursuant to R.I.G.L. Title 16-6-6 and 3 with fifteen (15) minutes before and fifteen (15) minutes after for teachers. Notwithstanding, it is further agreed that the length of the school day for students in the Elementary Schools only shall be expanded by ten (10) minutes of non-instructional time for the purpose of maintaining a Recess Period.

### **Section 2 - Faculty Meetings with the Superintendent of Schools:**

There shall be no more than one (1) faculty meeting with the Superintendent of Schools in a given school year unless there is an emergency need. The faculty meeting with the Superintendent will begin as soon as practicable after the release of students at dismissal time but not later than the usual dismissal time for teachers. Such meetings will conclude no later than one (1) hour after the commencement of the meeting, and all full-time teachers and those part-time teachers whose teaching programs involve the last period of the school day, except for those having previously scheduled medical or dental appointments or for those experiencing an emergency situation, are expected to be in attendance and remain through the conclusion of said meeting. In an emergency, a faculty meeting may be convened upon the mutual agreement of the building principal or director and the Building Representative. Nothing contained herein shall be construed as precluding a building principal, a director or the Superintendent from scheduling or calling faculty meetings which may be attended by teachers on a strictly voluntary basis.

### **Section 3 -Common Planning Time:**

Common Planning Time (CPT) may be assigned for a total of thirty (30) contiguous minutes per calendar week and be scheduled over a period of thirty-four (34) calendar weeks during the course of any school year. CPT shall not be assigned more than one (1) day per calendar week. CPT meetings shall occur outside of the regular school day for teachers and shall be used exclusively for common planning.

All full-time bargaining unit members, excluding licensed RNs/LPNs and COTAs, shall be required to participate in CPT. Teachers with part-time schedules shall not be required to participate in CPT groups.

CPT shall be in addition to, not in lieu of, the Collaborative Common Planning Time (CCPT) currently provided to co-teaching partners pursuant to the Collaborative Agreement.

CPT is defined as teachers planning around common students, grade levels, and disciplines to improve teaching and learning. Teachers shall select CPT activities from the following list:

- i. Planning for differentiation of instruction and/or assessments;
- ii. Planning with grade level/content area teachers;
- iii. Planning/Co-planning interdisciplinary lessons, units, and/or assessments;
- iv. Planning/Co-planning lessons, units, and/or assessments that align to content standards and/or GLEs/GSEs/CCSS.
- v. Examining student work using a protocol;
- vi. Analyzing assessment data to improve instruction;
- vii. Sharing best practices; and
- viii. Reading and reflecting on research-based educational practices.

(a) CPT Cohort Composition:

CPT may be scheduled for up to thirty-four (34) weekly occurrences during a school year. CPT cohorts shall be comprised of three (3) different structures as follows:

1. Smaller Learning Community (SLC) Cohort:

Teachers shall meet in groups ranging in size from two (2) to fifteen (15). SLC cohorts shall meet twenty-one (21) times per year. Each SLC cohort shall by consensus select topic/activities.

Teachers may elect to meet for a period of one (1) hour on a biweekly basis for a total of 10.5 meetings. Teachers may request to change their SLC cohort placement. Requests for a change of cohort placement will be made to the CPT subcommittee of the SIT in each building and will not be unreasonably denied. Requests which are denied may be appealed to the district-wide CPT Committee for a final decision or determination.

2. Departmental/Programmatic Cohort:

Teachers shall meet in groups according to their academic department or program. Departmental/Programmatic cohorts shall meet six (6) times per year. The Teacher Leader assigned to each department, program or grade level will be responsible to generate an agenda for each Departmental/Programmatic CPT meeting. Elementary school teachers not assigned to academic departments or programs shall meet with their SLC cohorts during these scheduled meeting times.

3. Building-Level CPT Cohort:

Teachers shall meet as a faculty to share and discuss professional issues related to the entire school community. Building Level CPT meetings shall occur seven (7) times per year. The building principal in consultation with the School Improvement Team Leader shall be responsible for generating an agenda and forwarding it to all teachers at least three (3) days prior to the scheduled CPT meeting. The duration of Building Level CPT meetings shall be no more than forty-five minutes (45) notwithstanding Section 3 hereinabove.

(b) CPT Calendar:

CPT meetings shall not be scheduled on the first or last weeks of the school year. A calendar/schedule of all CPT meeting weeks (SLCs, Department/Programmatic and Building Level) shall be distributed to the faculty by the building principal on the first day of school for teachers. A district-wide CPT Calendar shall be

devised annually by the district-wide CPT committee consisting of one (1) Central Office administrator and the two (2) WWTVA Vice Presidents. The district-wide CPT committee shall consult with Teacher Leaders, building administrators and the SIT Chairpersons of each building prior to scheduling these meeting dates.

(c) CPT Meeting Times:

The CPT meeting day shall be identified by the CPT subcommittee of the SIT in each building and assigned on any weekday except for Friday. CPT meetings shall commence at the conclusion of the regular school day for teachers.

SLC and Departmental/Programmatic CPT groups may elect to conduct meetings prior to the beginning of the regular school day if all group members are in agreement. The building principal and the CPT-SIT subcommittee must be notified of schedule changes. Morning CPT meetings must conclude prior to the start of the regular school day for teachers.

SLC and Departmental/Programmatic CPT groups may elect to change the scheduled meeting time or day if all members of the group are in agreement. Written notification will be made to the building principal and to the CPT subcommittee of the SIT in each building.

(d) Non-Embedded PDA Training Hours:

CPT activities shall be counted toward and credited as satisfactory completion of the five (5) hours of annual non-embedded PDA training.

Section 4 - Release Time for Mandatory Staff In-service Training Sessions:

- (a) It is agreed that fifteen (15) hours of all mandatory staff in-service training sessions shall be carried out both during and outside of the regular school day through training sessions under the governance and auspices of the Professional Development Academy (PDA). However, upon the recommendation of the PDA Board of Directors to the parties, the School Committee and the Alliance Executive Board may, in writing, establish, by exception and by mutual administrative-level agreement on a case by case basis, mandatory staff in-service, embedded training sessions of a special nature to be carried out during the regular school day.
- (b) The length of the school day on occasions of full-day staff in-service training sessions shall be the minimum length as prescribed by regulation of the Board of Regents for Education pursuant to R.I.G.L. Title 16-6-6 and 3 inclusive of a one (1) hour lunch period and a fifteen (15) minute break during both morning and afternoon training sessions. There shall be no more than two (2) such full-days (or their half-day equivalent) in any given school year unless there is a mutual waiver to the contrary, in writing, between the respective agents of the parties.
- (c) On occasions of half-day staff in-service, embedded training sessions, teachers shall be provided a forty-five (45) minute period for travel/lunch between school buildings, and their regularly scheduled preparation period shall be equally apportioned in length. There shall be no more than four (4) such half-days (or their full-day equivalent), except as provided in Subsection (b) of this Section, in any given school year unless there is a mutual waiver to the contrary, in writing, between the respective agents of the parties.

Section 5 – Daily Schedules and Schedule Models

- (a) In the event of double sessions, the Contract will be reopened at the request of either party but shall be limited to hours and working conditions.
- (b) The Alliance will be consulted with respect to any and all prospective changes in the starting times and/or closing times of schools.



- (c) Certified support staff administratively assigned to the Central Office shall have a work day which shall coincide in length between the arrival and dismissal times for teachers assigned at the Middle School and High School or shall coincide in length between the arrival and dismissal times for teachers assigned at the Elementary Schools, as the case may be.
- (d) Any changes to scheduling models at any school shall require mutual agreement between the Superintendent and the Alliance President. Furthermore, teachers, and their respective School Improvement Teams shall be provided an opportunity to provide input into the construct, adoption or change of any school schedule models prior to adoption of said new model. To facilitate such an opportunity, the Superintendent and the Alliance President shall mutually select a joint management/labor committee to research, study and recommend new schedule models as the need arises.

## **ARTICLE 11 - INSURANCE**

### Section 1 - Healthcare Insurance: (\*)

The Committee shall provide at no cost, except as otherwise indicated below, for all members of the bargaining unit and for all eligible retired bargaining unit members and/or for their eligible spouse (or surviving spouse) pursuant to Section 5 of this Article with the healthcare insurance benefits/coverages in the form an individual plan or a family plan, as the case may be, subject to R.I.G.L. Title 28-7-49, and outlined in Appendix “A” of this Agreement:

(a) Standard Preferred Provider Organization (PPO) Healthcare Plan:

The Committee shall provide a PPO plan, which shall be the standard health insurance plan. A summary of benefits of the standard PPO plan shall be appended hereto under Appendix “A” and incorporated herein. Additionally, a summary description of said PPO plan shall be available through the school district’s Business Office and the Alliance Office.

(b) Optional Healthcare Plans:

The Committee may provide bargaining unit members access to optional healthcare plans in lieu of the standard PPO plan. If the cost of an optional Indemnity, PPO or HMO plan is higher than the cost of the benefits/coverages of the standard PPO plan provided in Section 1, Subsection (a) of this Article, individuals shall pay the difference via payroll deduction.

(c) Change in Healthcare Insurer:

Following consultation with the Alliance, the Committee may change the healthcare plan provider, provided that the benefits of the plan(s) under consideration is/are as set forth in Appendix “A” pursuant to Subsection (a) hereinabove and that the plan(s) is/are reasonably equivalent or better in terms of providers and participating physicians. Prior to any such change of the healthcare plan provider, the Committee shall afford bargaining unit members a minimum ninety (90) day transition period for the purpose of identifying participating physicians.

### Section 2 - Dental Care Insurance: (\*)

- (a) The Committee shall provide, at no cost to members of the bargaining unit except as otherwise indicated below, those dental benefits provided by the Delta Dental Program, Levels I, II and III,



for the individual and for the family of the individual, as the case may be, with Delta Dental's \$2,000 per year rider allowing for a maximum benefit of \$2,000 per year for each individual.

- (b) In addition to the above, the Committee shall provide, at no cost to members of the bargaining unit in the family plan, except as otherwise indicated below, those benefits provided for by the Delta Dental Program, Level IV, to include Delta Dental's "Orthodontics Benefits for Adults."
- (c) In addition to the above, family plan coverage provided in this Section shall include the Dental Sealant Rider (#10096) at no cost to members of the bargaining unit, except as otherwise indicated below.

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(\*Footnotes to Article 11, Sections 1 and 2)

- 1) If a husband/spouse and a wife/spouse are both employed by the West Warwick School Department and both have been in the employ of the West Warwick School Department prior to the 2006-07 school year, only one (1) of the spouses shall be eligible for family plan coverage(s) under these Sections, and the other spouse shall be reimbursed in the same manner as a bargaining unit member who may elect to refuse coverage(s) under footnote (2) immediately below. There is no refusal/reimbursement provision for such a spouse not in the employ of the West Warwick School Department prior to the 2006-07 school year. However, in lieu of family plan coverage(s), both such spouses may elect to have individual coverage(s), the time of the initiation of their employment with the West Warwick School Department notwithstanding.
- 2) A non-retired employee (bargaining unit member) or an eligible retired bargaining unit member or his/her eligible surviving spouse may elect, on an annual basis, to refuse the benefits/coverages set forth under Sections 1 and/or 2 of this Article, in which case, the Committee shall compensate such individuals the following amounts in two (2) payments bi-annually:

	<u>Healthcare</u>	<u>Delta Dental</u>
a. Individual Plan:	\$1,500	\$150
b. Family Plan:	\$3,000	\$300

- 3) All employees, not including those employees who are not covered by plans in their own name pursuant to footnotes (1) and (2) immediately above, on the family or individual health care plans set forth under Section 1 of this Article and/or on the family or individual dental care plan set forth under Section 2 of this Article shall contribute to defray the costs of said plans on a "pre-tax" basis via biweekly payroll deductions in a total annual amount equal to:

2012-13 through 2014-15: Twenty Percent (20%)

- 4) For the purpose of this Article and of Articles 4 and 15, a declared same-sex domestic partner (or a surviving same-sex domestic partner) shall be eligible for and entitled to the same standing, treatment and benefits afforded a spouse (or a surviving spouse).

### Section 3 - Term Life Insurance:

The Committee shall provide each member of the bargaining unit, at no cost to members of the bargaining unit, a term life insurance policy with accidental death benefit (double indemnity) in an amount equal to:

2012-13 through 2014-15: Eighty Thousand Dollars (\$80,000.00)

In addition, members shall be given the opportunity to purchase either a matching amount or a double matching amount of group term life insurance as provided for in the above schedule at the group rate and shall reimburse the School Department for the entire cost thereof through a payroll deduction. However, the entire cost thereof shall include any incremental costs that are unavoidable in

connection with the purchase of the second (2<sup>nd</sup>) matching amount, but not with the first (1<sup>st</sup>) matching amount. All present and prospective retirees shall be afforded the privilege of paying the proper amount to the School Department to remain participants in the term life insurance group. The death benefit of this insurance plan will be reduced by fifty percent (50%) upon the subscriber's attainment of age seventy-five (75).

#### Section 4 - Workers' Compensation Insurance:

- (a) Workers' Compensation Insurance shall be provided for all certified personnel of the bargaining unit.
- (b) Bargaining unit members who qualify for Workers' Compensation Insurance shall receive their full salary for a period of one (1) year from the date of initial incapacity for each individual injury with pay reduced by the total amount received under Workers' Compensation Insurance.
- (c) At the conclusion of one (1) full year the coverage prescribed in Subsections (a) and (b) hereinabove shall continue, however, the employee must then draw upon accumulated sick leave, on a pro-rata basis, to supplement Workers' Compensation Insurance.
- (d) When all sick leave is exhausted, the bargaining unit member will no longer receive supplemental salary from the School Department but will retain all funds from the Workers' Compensation Insurance carrier.
- (e) After two (2) full years, sick leave shall not accrue while absence due to an on-the-job injury continues.
- (f) Any bargaining unit member absent from employment as a result of injury sustained during an assault upon said teacher that occurred while the teacher was discharging his/her duties within the scope of his/her employment shall continue to receive his/her full salary with pay reduced by the total amount received under Workers' Compensation Insurance for the full duration of the absence related to the on-the-job injury and shall not be required to apply his/her accumulated sick leave days to supplement his/her salary, Subsection (c) hereinabove notwithstanding. Bargaining unit members who sustain on-the-job injuries as stated herein shall receive continuing health and dental insurance coverage, pursuant to Sections 1 and 2 hereinabove, for the duration of the injury.
- (g) Nothing contained herein shall result in the duplication of wages or benefits.

#### Section 5 - Retirees Benefits: (\*)

- (a) The Committee shall provide the individual plan for each of the current members of the bargaining unit with fifteen (15) or more years of actual service in West Warwick who is eligible to retire as a member of the Employees' Retirement System and who resigns and retires and shall provide the individual plan for his/her spouse (or surviving spouse) for each of the medical benefits/coverages inherent under Section 1 of this Article, for four (4) years or up to the minimum age of eligibility for federal Medicare coverage, whichever occurs first.
- (b) Furthermore, the Committee shall provide the individual plan for each of the current members of the bargaining unit with twenty-five (25) or more years of actual service in West Warwick who is eligible to retire as a member of the Employees' Retirement System and who resigns and retires and shall provide the individual plan for his/her spouse (or surviving spouse) up to the minimum age of eligibility for federal Medicare coverage, as the case may be, for each of the medical benefits/coverages inherent under Section 1 of this Article.
- (c) Furthermore, the Committee shall provide the individual plan for each of the current members of the bargaining unit with twenty-eight (28) or more years of actual service in West Warwick who is eligible to retire as a member of the Employees' Retirement System and who resigns and retires and shall provide the individual plan for his/her spouse (or surviving spouse) up to the minimum age of eligibility for federal Medicare coverage, as the case may be, for each of the medical and dental benefits/coverages inherent under Sections 1 and 2 of this Article.

- (d) Finally, a retired bargaining unit member who becomes eligible for the paid benefits/coverages and who retires as a member of the Employees' Retirement System and/or his/her spouse (or surviving spouse) shall be bound by all future changes to the co-share cost of active bargaining unit members pursuant to Sections 1 and 2 (\*Footnote 3).

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(\*Footnotes to Article 11, Section 5)

1. The family plan shall be provided to those retirees and/or their spouses (or surviving spouses) who have unmarried children up to age nineteen (19) pursuant to the healthcare plan carrier's and dental care plan carrier's rules and/or eligible dependent children in order to provide the student benefit up to age twenty-six (26). All other retirees and their spouses (or surviving spouses) shall have separate individual plans as provided in Section 5 hereinabove, unless, however, the cost of two (2) individual plans should ever exceed the cost of a family plan.
2. All current retirees who are not eligible and all current members who retire and who are not eligible for the paid benefit coverage in Section 5 above shall be afforded the privilege of reimbursing the School Department the full amount under Section 1 of this Article and/or to remain a participant, up to the extent it is permissible, in other group plan coverages and/or other insurance plans provided teachers.
3. All current members eligible for the paid benefit coverage in Section 5 above shall have the privilege of reimbursing the Committee the full amount of the cost to remain a participant, up to the extent it is permissible, under any or all other group plan coverages and/or other insurance plans provided to teachers.
4. The surviving spouse of a deceased member of the bargaining unit or of a deceased retiree, not eligible for paid insurance benefits under Article 11, Section 5, shall have the privilege of reimbursing the Committee the full amount of the cost to remain a participant, up to the extent it is permissible, under any or all insurance group(s) or plan(s) under this Article.
5. Retirees who are eligible for paid insurance benefits and/or for the privilege of paying the proper amount to continue insurance benefits shall be bound by future amendments or changes to any benefits pursuant to Article 11, Sections 1 and 2.

#### **ARTICLE 12 - SCHOOL CALENDAR**

1. The School Calendar shall be considered a term and condition of employment and shall be discussed by both the Committee and the Alliance before being adopted.
2. Any days required as make-up days above three (3) consecutive days due to any reason whatsoever shall be the subject of mutual agreement between the parties.
3. The official School Calendar shall be posted in each school by June 1<sup>st</sup> of the preceding school year.

#### **ARTICLE 13 - PAYROLL DEDUCTIONS**

1. The Committee agrees to provide payroll deductions for Alliance dues. The Committee agrees to provide payroll deductions for all employees who are represented by the bargaining unit and who are not members of the West Warwick Teachers' Alliance; said payroll deduction shall be a fee equal to a proportionate share of the cost of securing the benefits which are provided in this Contract. All said deductions shall be forwarded to a designated Alliance Officer. It shall be a condition of employment that each employee furnishes authorization in writing.
2. The School Department shall deduct the amount required to the WWTA/RIFTHP/AFT COPE (Committee on Political Education) Program from each paycheck of those teachers who have given the School Department written authorization and remit same to the Alliance Treasurer with each payroll. The Alliance Treasurer shall, upon request, be provided a list of all such teachers.

3. Payments to the United Way may be deducted by request in writing. A signed pledge card furnished by the United Way, properly completed and signed, shall satisfy the "in writing" requirement.
4. Members of the bargaining unit will have their biweekly paychecks electronically deposited in their checking or savings account at an eligible local, state, regional or national banking institution, including credit unions, that participate in receiving electronic transfers.
5. Payments to authorized "Tax Sheltered Annuity Plans" pursuant to U.S. Public Law 87-370 shall be deducted as requested in writing. Authorized "Tax Sheltered Annuity Plans" shall mean those plans programmed for such deduction as of January 1, 1979.

#### **ARTICLE 14 - TEACHER DIRECTORY**

Each member of the bargaining unit shall be provided with an electronic copy of a staff directory each year. If a teacher requests that his/her telephone number shall not appear, the request will be honored.

#### **ARTICLE 15 - SICK LEAVE AND LEAVE OF ABSENCE**

1. A. Sabbatical:

- (a) At the discretion of the Superintendent, any two (2) teachers with five (5) or more continuous years of teaching service in West Warwick may be granted one (1) year's leave of absence for a year's professional study in an area of certification at an approved institution and shall be entitled that year to the teaching salary minus the pay of a first year teacher. Professional study in this Subsection is defined as documented, successful, and full-time matriculated study in an accredited college or university for each of the fall and spring semesters. Such leave shall establish full credit for Articles 37 and 38 salary increments upon return of the teacher. There shall be continued for such teacher on leave the benefits provided in Article 11. Teachers on such leave shall have regular monthly retirement contributions deducted by the Committee as required by law, based upon the salary earned from the West Warwick School Department for the period of such leave. Teachers who are granted this privilege shall sign an agreement with the West Warwick School Department to return as a teacher for at least one (1) year's service or for one half (1/2) year's service if the sabbatical is for one-half (1/2) year. Said agreement will provide that if the teacher does not voluntarily return to the West Warwick School Department after said sabbatical, said teacher will reimburse and pay to the West Warwick School Department all funds and monies received by said teacher in the form of salary and benefits, and the teacher will agree to reimburse the West Warwick School Department for all funds expended in continuing all health and other insurance coverage. Application for sabbatical leave must be made by January 31<sup>st</sup> of the year preceding the requested sabbatical.
- (b) Each teacher on tenure may be granted upon his/her request a one (1) year's leave of absence without pay or benefits for full-time matriculated study. Such leave shall not establish credit for Professional Service increments and Basic Salary Step increments upon return of the teacher.

2. Sick Leave: A sick leave day is defined as a school day (or a portion thereof) that is taken by a teacher by reason of that teacher's physical/psychological inability to perform his/her professional services on that particular school day. Medical appointments shall be scheduled after school hours when practical. In the event that said appointments cannot be scheduled after school hours such leave shall be requested at least twenty-four (24) hours in advance of the day(s) to be taken except in cases of unforeseen or emergency circumstances.

Teachers shall receive and accrue sick leave days as follows:

<u>YEARS OF SERVICE</u>	<u>DAYS PER YEAR</u>	<u>ACCUMULATED LEAVE</u>
1 - 10	10	60
11 - 20	15	90
After 20	20	120

For each instance that a teacher is absent for more than five (5) consecutive school days in a given school year, he/she may be required, at the discretion of the Superintendent, to provide medical/psychological documentation by a physician. The Superintendent, upon review of said documentation and after consultation with the Alliance, may further require the teacher, within a reasonable period of time, to be examined by a physician scheduled and paid for by the School Department. Should the findings of this physician differ substantially from those of the teacher's attending physician, the teacher may be required to undergo a third (3<sup>rd</sup>) examination. Said third (3<sup>rd</sup>) examination would be conducted by a physician mutually selected by the Superintendent and the Alliance President. Failure on the part of the Superintendent and the Alliance President to agree mutually on the selection of said physician would be settled by lottery with both the Superintendent's and Alliance President's submission of three (3) envelopes each containing the name of a qualified physician. Any adverse action taken against the teacher upon completion of this process may be appealed by the teacher and the Alliance through the grievance procedure. For the purposes of this Section, however, should the matter proceed to arbitration pursuant to Article 4, Section 6 of this Agreement, the arbitrator shall render a decision in which it will be clearly indicated as to which of the parties (the Committee or the Alliance) has prevailed. The party so prevailing will not be responsible for the fees and expenses of the arbitrator. Such fees and expenses will be borne in total by the other party. All personal matters concerning the above will remain strictly confidential among all parties concerned.

3. Extended Sick Leave:

(a) Extended sick leave shall be granted to all permanently appointed bargaining unit members in or beyond their third (3<sup>rd</sup>) year of service in West Warwick and to all tenured teachers only. Members who have exhausted their accumulated sick leave pay pursuant to Section 2 above shall be paid for their utilization of extended sick leave days at a rate equal to their daily rate of pay minus sixty-five dollars (\$65).

(b) General Provisions:

1. All current and prospective eligible bargaining unit members shall be bestowed or rebestowed, as the case may be, the right to utilize three hundred sixty (360) lifetime extended sick leave days prospectively as indicated below.
2. "Regular" Extended Sick Leave Days: Of the three hundred sixty (360) extended sick leave days bestowed above, one hundred eighty (180) of them shall be "regular" extended sick leave days for which utilization shall not, in any instance, exceed said number during the teacher's lifetime.
3. The remainder of the three hundred sixty (360) extended sick leave days shall be "donor" extended sick leave days for which utilization shall not, in any instance, exceed one hundred eighty (180) in number during the teacher's lifetime. A "donor" extended sick leave day is defined as an accumulated sick leave day as set forth in Section 2 of this Article that is donated to the teacher through the Alliance by another teacher. The Alliance shall act as an intermediary among the donor, the recipient, and the School Department. The donor shall

have any such day deducted from his/her total of accumulated sick leave days, and the application of any “donor” extended sick leave day shall be equal to the rate of pay provided as a “regular” extended sick leave day. A teacher must have exhausted all “regular” extended sick leave days before being eligible to utilize “donor” extended sick leave days.

4. Beyond exhaustion of all extended sick leave days, a teacher may remain on sick leave indefinitely without pay and without benefits until his/her return to service in satisfactory health. However, in the event that said teacher is experiencing a life threatening medical condition, a terminal medical condition or if the absence is related to an on-the job injury incurred during an assault pursuant to Article 11-4(f), the Committee shall continue to provide said teacher, at the Committee’s expense, with his/her health care benefits pursuant to Article 11, Section 1 of this Agreement.
5. All requirements, steps and procedures set forth in Section 2 of this Article regarding submission to physical examination, contemplated adverse actions, and disputes arising from the above shall be likewise applicable to this Section.

#### 4. Illness in the Family:

In the event of an illness or an emergency in the immediate family, a regular teacher is to receive full pay for a period not exceeding five (5) days in any school year.

Teachers shall be afforded all rights under the Family Medical Leave Act (FMLA) as amended from time to time.

#### 5. Death in Family:

A teacher absent from school due to the death of a father, mother, husband, wife, son daughter, brother, sister, mother-in-law, father-in-law (or any relative with whom the teacher might be living) is to be allowed five (5) days with full pay.

#### 6. Death of Relative or Friend:

In the event of the death of any relative or of a friend, the teacher is to be allowed one (1) day or that portion of that day needed to attend the funeral without loss of pay. However, should the deceased be the spouse/relative/friend of a teaching colleague, it is understood that the school will not close, but that a representative delegation may represent that school’s faculty at the funeral.

#### 7. Court Leave:

Court appearance – no limit as party defendant or party plaintiff, or as witness under subpoena or on jury duty, full pay and benefits, but the teacher must remit to the School Department all compensation as witness or juror.

#### 8. Military:

- (a) Teachers who are called to short-term (up to forty (40) school days) active duty with reserve units will be paid the full salary minus basic grade military pay for each regular school day missed.
- (b) Teachers who are called into active military service duty will be paid their full salary minus basic grade military pay for each regular school day missed for up to the equivalent of one full school year.
- (c) Any teacher whose teaching career is interrupted by a long-term (beyond forty (40) school days) military commitment may return to West Warwick and be placed on the salary step as if he/she had continued in West Warwick.

#### 9. Personal Days:



- (a) A personal day is defined as a leave day needed to attend to personal business which cannot be reasonably done outside of school hours.
- (b) Teachers shall be granted two (2) personal days per year.
- (c) Accumulation: Regularly employed teachers only may accumulate up to six (6) unused personal days.
- (d) Utilization:
  - (1) Notification of such leave shall be made at least forty-eight (48) hours in advance except in cases of unforeseen or emergency circumstances.
  - (2) Any teacher may utilize up to two (2) personal days per school year without loss of pay upon direct notification to the Superintendent.
  - (3) Any teacher who has accumulated a sufficient number of unused personal days may utilize up to a fourth (4<sup>th</sup>) personal day in a given school year without loss of pay upon written application to the Superintendent wherein the teacher will state the nature of his/her personal business which requires the utilization of a personal day. No such application will be unreasonably denied.
  - (4) Any teacher who has accumulated a sufficient number of unused personal days may utilize up to a sixth (6<sup>th</sup>) personal day in a given school year at partial pay upon written application to the Superintendent wherein the teacher will state the nature of his/her personal business which requires the utilization of a personal day. No such application will be unreasonably denied. Partial pay for such utilization will be calculated by deducting the daily rate of pay paid to a short-term (per diem) substitute teacher pursuant to Article 31-1(d) of this Agreement from the teacher's actual daily rate of pay based upon his/her total annual salary.
  - (5) Beyond the exhaustion of all accumulated personal days or in the event that no unused personal days have been accumulated, any teacher may be granted additional personal days in a given school year without pay upon written application to the Superintendent wherein the teacher will state the nature of his/her personal business which requires the utilization of a personal day.
- (e) Personal days may be taken in half (1/2) days.
- (f) Premium Days: Personal days may be utilized on the day before and/or the day after a holiday, recess or vacation period, however, such days will be treated as "premium" days, and, as such, will be counted as constituting the equivalent of two (2) regular personal days when utilized.

10. Maternity and Parental Leaves:

A teacher who becomes pregnant shall be entitled to elect one (1) or both of the following leaves of absence:

(a) Maternity Leave:

Maternity leave shall be for a period of time during the pregnancy in which the teacher is physically unable from performing her duties as a teacher and extending after the termination of the pregnancy for the period of time immediately following said termination that the teacher is physically disabled from performing her duties as a teacher. The teacher must notify the Committee in writing at least thirty (30) calendar days prior to the commencement of the leave of her pregnancy and further inform the Committee in said notification of the estimated date at which her disability will prevent her from performing her teaching duties. The teacher will also notify the Committee within ten (10) days after the termination of the pregnancy of the estimated date at which she will be able to return to her teaching duties. While absent on maternity leave, the teacher shall be entitled to utilize her accumulated sick leave. The teacher must return from leave as soon as she is physically able to perform her duties as a teacher. The Committee shall have the right to have the teacher examined at Committee expense by a qualified medical doctor designated by the Committee.



(b) Parental Leave:

A teacher, by reason of the birth of a child or the legal adoption of a child under the age of sixteen (16) years by said teacher or by said teacher's spouse, shall be entitled to elect parental leave of absence for up to two (2) years following the birth or the placement of an adoptive child with the teacher or said teacher's spouse in connection with adoption proceedings. Where both spouses are employed by the West Warwick School Department, only one (1) of them may elect to take parental leave except as otherwise provided under the Rhode Island Parental Leave Law (R.I.G.L. Title 28-48). Parental leave will be without pay. A teacher electing parental leave must notify the School Committee in writing at least thirty (30) calendar days prior to the commencement of the leave. If the teacher commences parental leave after January 1<sup>st</sup> of any year, the teacher may take such parental leave in excess of two (2) years provided, however, said teacher shall return to teaching at the beginning of school of the third school year of said leave. Upon his/her return, the teacher shall be placed in the assignment that was left if the position is still open, and if the position that was left is not open, the teacher shall be placed in as nearly comparable a position as is available. All unused benefits accrued prior to said leave shall be credited to said teacher. As required by the provisions set forth under the Rhode Island Parental Leave Law (R.I.G.L. Title 28-48), the School Committee shall maintain any existing health care benefits in force for the first thirteen (13) weeks of parental leave; thereafter, a teacher electing parental leave shall be afforded the opportunity to continue coverage(s) under all group insurance plans set forth under Article 11 of this Agreement by assuming the full cost(s) thereof by remittance of full payment to the Business Office in advance of coverage(s).

11. Religious Observance:

Full leave shall be provided for certified personnel for religious observance. Such leave shall not exceed three (3) days in any school year other than those days already on the School Calendar.

12. Job-connected Injury:

Bargaining unit members shall receive Worker's Compensation Insurance and related district benefits pursuant to Article 11- 4 of the Contract.

13. Return from Leave:

- (a) Upon returning to duty after sick leave, extended sick leave, parental leave or leave resulting from a job-connected injury, the employee so returning shall be placed in the same position held before the commencement of the leave. If the position no longer exists, the teacher shall be assigned to an equivalent position.
- (b) Any teacher on approved leave of absence up to one (1) year must notify the Superintendent's Office by April 15<sup>th</sup> of any year of his/her intentions for September of the following year. Failure to comply with the above shall indicate termination of employment with the West Warwick School Department effective September 1<sup>st</sup> of the following school year. For all leaves of absence in excess of one (1) year, the above shall apply and notification to the Superintendent's Office must be made by April 15<sup>th</sup> of the second (2<sup>nd</sup>) year of approved leave.

14. Emergency or Discretionary Leaves:

(a) School Committee's Discretion:

Teachers may make application for long-term emergency or discretionary leaves of absence without pay or benefits. The School Committee may, upon consultation with the Alliance, grant said emergency or discretionary leaves of absence. Each application for said types of leave shall be considered on its own merits, and the granting of said types of leaves shall not establish precedent for the approval or denial of similar requests in the future.

(b) Superintendent's Discretion:

Following consultation with the Alliance on a case by case basis, the Superintendent, at his/her sole discretion, may grant a teacher's written request for short-term leave of absence without pay for emergency situations or for unforeseen situations of an extraordinary nature where the paid leave provisions set forth under this Article have been exhausted or where there is no leave provision set forth under this Article. The granting of said leave shall not establish a precedent for the approval or denial of similar requests in the future.

15. Leave for Alliance Officials:

Leave with full pay to an aggregate total of ten (10) school days (or portion thereof) for the Alliance President and/or his/her designee to be selected by the Alliance shall be allowed to attend educational conferences of the Department of Education, the Rhode Island General Assembly legislative hearings relating to education, the educational meetings of the AFL-CIO or AFT, or its affiliated organizations that are beneficial to the teacher in his/her teaching profession. The Alliance President and one (1) other designee may utilize personal days to attend to business as officials of the West Warwick Teachers' Alliance. One (1) week's notice to the Superintendent shall be given before such leave is to be taken when possible. No designee shall utilize more than three (3) of any such days in any particular school year.

16. Schedules for Alliance Officials:

- (a) Daily leave (or portion thereof) with full pay may be granted to the Alliance President (or his/her designee) to attend to urgent Alliance business not otherwise provided for in this Agreement. In each instance, the Alliance shall reimburse the Committee an amount equal to the daily rate of pay (or portion thereof) of a short-term substitute teacher for each day of such occurrence.
- (b) The Alliance President, Elementary Vice President, Secondary Vice President, Grievance Chair, Building Representatives and the Assistant Building Representatives shall not be assigned extra-duty assignments (i.e. homeroom assignment on the secondary level, recess duty, bus duty, cafeteria duty corridor and/or lavatory duty, early morning duty, a supervisory period, detention, etc.) subject to emergency needs determined by the building principal.
- (c) Building Representatives at the elementary schools will be given time whenever practicable to attend to Alliance matters. Elementary school Building Representatives (one (1) per physical school structure) shall not be assigned extra-duty assignments (i.e. recess duty, yard duty, bus duty, cafeteria duty, corridor and/or lavatory duty, detention, etc.) subject to emergency needs determined by the building principal.
- (d) Reduced Teaching Schedule for Alliance President:

The Committee shall provide a reduced teaching schedule for the Alliance President as follows:

- (1) The Alliance President who may be assigned at the elementary level shall receive a reduced teaching schedule equivalent to one half (1/2) of a regular full-time teaching schedule. The reduced portion of the schedule shall be arranged to begin at the beginning or at the middle of the school day at the Alliance President's option.

- (2) The Alliance President who may be assigned at the secondary level shall receive a reduced teaching schedule of three (3) periods per day from a regular full-time teaching schedule of five (5) periods per school day. The reduced teaching periods will be scheduled in consecutive order at the beginning or at the end of the daily rotation of teaching periods so that the regular preparation period will run consecutively with the three (3) reduced teaching periods.
- (3) It is understood that the current Alliance President holds a full-time teaching position and is entitled to return to fill the reduced portion of his/her full-time position at the beginning of the year following his/her departure from the status of Alliance President. Furthermore, the Alliance President shall receive the reduced teaching schedule as provided in this Subsection at no personal cost and without any reduction in pay, seniority, grade, fringe or status. Finally, it is understood that should a teacher assume the status of Alliance President after the school year has begun, he/she will not receive a reduced teaching schedule until the beginning of the next school year.
- (4) The Committee may fill any portion of the Alliance President's reduced teaching schedule with a part-time, long-term substitute pursuant to Article 31, Section 2 and Article 26 of this Agreement.

17. Professional Visitation:

Teachers may be allowed time for professional visitation upon the discretion and the approval of the Superintendent. The discretion of the Superintendent shall not be delegable except in his/her absence.

18. Teacher-Exchange Program:

Pursuant to the approval by the Committee, tenured members of the bargaining unit shall have the opportunity to work in another school district while continuing their pay, experience, seniority and tenure in the West Warwick School Department. This exchange will provide the opportunity for professional observation and growth by daily working in another school district without jeopardizing current status and will enable the West Warwick School Department the opportunity to gain input from daily communication with the exchanged teacher's counterpart.

19. For the purposes of this Article, it is agreed that no paid leave days provided herein shall be utilized for the purposes of vacation and/or such other leisure activities.

## **ARTICLE 16 - EQUIPMENT**

The School Committee shall make every effort to provide a sufficient number of photocopiers, risograph machines, and word processors/printers in good working condition for use by teachers in preparing instructional materials.

Teachers shall have access to and use of available copying machines for the preparation of classroom instructional materials. The cost of such preparation shall be gratis within reason for such classroom instructional materials.

## **ARTICLE 17 - DUTY-FREE LUNCH PERIOD**

The Committee agrees to provide an uninterrupted duty-free lunch period of thirty (30) minutes daily for all elementary teachers. However, in lieu of providing a daily preparation period for all teachers who service less than full-day programs (i.e. half-day Kindergarten programs and half-day pre-school programs, etc.), the Committee shall provide such teachers with a daily uninterrupted duty-free lunch period of sixty (60) minutes and a preparation period of thirty (30) minutes on an every-other-day basis.

The Committee further agrees to continue to provide an uninterrupted duty-free lunch period daily for all secondary teachers.

#### **ARTICLE 18 - FACULTY ADVISORY COMMITTEE**

1. The principal in each elementary and secondary school in September of each year shall establish a faculty advisory committee from among interested members.
2. The purpose of the advisory committee shall be to meet periodically to discuss educational matters of concern to the teachers and the principal relating to the respective schools.
3. The committee shall be organized on the following basis:
  - (a) Elementary schools with one (1) to nine (9) teachers – all interested may serve on the advisory committee.
  - (b) Elementary schools with ten (10) or more teachers - up to five (5) teachers nominated by the faculty.
  - (c) Middle School and High School - up to seven (7) teachers nominated by the faculty.
4. These nominations shall be provided for annually.
5. The committee shall meet before or after school, and such meetings shall not be considered as satisfying the provisions of this Agreement relating to faculty meetings or other required meetings.
6. The principal shall consider all recommendations of the committee. The committee shall be strictly advisory, and its position on any matter(s) shall not bind the principal in making decisions.
7. The principal and the committee shall keep the faculty informed regarding the committee's deliberations.

#### **ARTICLE 19 - PREPARATION PERIODS**

Section 1: The Committee will provide one (1) uninterrupted preparation period per day for secondary teachers. It is understood that no teacher at the secondary level, to include the middle school, will be required to teach more than five (5) periods per school day. Neither the preparation period nor the scheduled teaching periods will include the before and/or after times set forth in Article 10. All secondary teachers assigned to teach in “team” situations shall be assigned, where practicable, both common teaching time and a common preparation period. In addition, all such teachers shall be equitably provided a minimum of two (2) “team planning” periods in a six (6) day rotation.

Section 2: The Committee will provide one (1) uninterrupted preparation period per day of a minimum of forty-five (45) minutes for all elementary teachers exclusive of those elementary teachers who service less than full-day student programs. Neither the preparation period nor the scheduled teaching periods will include the before and/or after times set forth in Article 10.

Section 3: Preparation periods shall be used for professional preparation and planning; however, teachers shall be free to leave the building during their unassigned teaching/supervision/duty time upon direct notification to the office in order to conduct personal or professional business.

Documented chronic misuse of preparation periods may be subject to disciplinary action. A teacher may challenge such disciplinary action pursuant to the grievance procedure.

Section 4 – Voluntary Additional Teaching Assignments:

- (a) Upon the Superintendent’s approval and consultation with the Alliance President, teachers may voluntarily accept an assignment to a sixth (6th) teaching period in the event scheduling in a particular school or program requires such additional service. The assignment of the additional teaching period shall be in lieu of the teacher’s regularly scheduled preparation period. Teachers who accept additional teaching assignments under this Section shall be compensated for a full- year course at the teacher’s step placement on the Basic Salary Schedule pursuant to Article 37 x 0.20. Compensation for courses of shorter than full year terms shall be pro-rated accordingly.
- (b) No more than one (1) additional teaching period shall be assigned in any subject area until all teachers on the recall list who are certified to perform those duties are provided the option to accept the assignment at a minimum of a 0.50 FTE status.
- (c) Additional teaching periods shall be assigned in seniority order, beginning with the seniormost certified teacher, providing the right of first refusal to teachers who are assigned to the instructional area/department of the course.

**ARTICLE 20 - PROFESSIONAL EVENING ACTIVITIES**

Section 1: Teachers will not be required to attend more than three (3) professional evening meetings or activities without additional compensation.

- (a) Professional evening activities shall be chosen from school department sanctioned activities of an educational nature prepared by the principal at the beginning of the school year and must be assigned to teachers no later than October 1.
- (b) It is the principal’s prerogative to specify certain nights for certain teachers. Such meetings shall not be longer than two and a half (2.5) hours in duration.
- (c) Teachers desiring assignment to specific activities may make such request to the principal in writing.

Section 2: As an alternative to Subsections (a) (b) & (c) hereinabove the Superintendent may elect to implement the following terms concerning professional evening activities.

- (a) At least one such meeting shall not be longer than two and a half (2.5) hours in duration to accommodate an open house for parents in each school building. Either one or both of the following two evening activities will be used to conduct parent/teacher conferences that shall begin after the early, half-day release of students.
- (b) The schedules for such extended parent/teacher conferences shall include two (2), forty-five (45) minute lunch and dinner breaks for teachers and shall conclude no later than four (4) hours after the normally occurring end of the school day for teachers in each school.
- (c) Implementation of the terms of Section 2 of this article shall be applied consistently throughout the district and shall be communicated to the Alliance President and all certified/licensed staff no later than October 1 of the school year.

**ARTICLE 21 - CLASS PREPARATIONS AND CLASS SIZE**

1. When practical, preparations for academic classes at the secondary level will be limited to two (2) a day.
2. Class Size Limits:
  - (a) For the purposes of this Article, all class size maximum figures identified henceforth shall be the maximum figure which the administration may have enrolled into any class at any one (1) time.
  - (b) Prior to any grievance by the Alliance, or individual bargaining unit members, concerning class size violations, there shall be applied a one (1) week grace period starting on the first day of school for students to allow for the scheduling of unforeseen enrollments, however, said grace period shall not apply in any instance where there exists more than three (3) students above the class size pursuant to this section.
  - (c) It is agreed by the parties that, under no circumstances, unless otherwise provided in this Agreement, will teachers be assigned to teach/supervise more than the number of students per class as indicated as follows:

<u>Grade Level</u>	<u>Maximum</u>
K & 1	22
2 & 3	24
4 & 5	25
6 to 8	25
9 to 12	125 per 5 period day / 27 per individual class

- (d) Any student who is exited during the school day for resource or other instructional reasons for half (1/2) or more of the school day shall be counted for not more than half (1/2) of an enrollment billet for purposes of class size limitations in the Contract.
- (e) In cases where the addition of new and unexpected students after the school year has begun might exceed the maximum class size limit(s) provided herein and where such addition(s) cannot reasonably be foreseen, class size may increase beyond said limit(s) but may not exceed said limit(s) by more than one (1) student in any academic classroom in that grade level or subject level. Such assignments shall be as follows:

- i. The Superintendent shall consult the Alliance President concerning all such additional placements.
  - ii. The placement of all such additional students shall be made on an equitable basis.
  - iii. Assignment of such additional students shall be made on a seniority, right of first refusal basis, however, in the event that the assignment must be made on an involuntary basis then assignment shall be made to the least senior teacher.
  - iv. Daily compensation for each such additional student will be equal to the amount of compensation set forth under Article 32 of this Agreement and shall be divided equally, on a prorated basis, among all teachers scheduled to teach/supervise such additional student on any particular day.
- (f) Beyond the equitable assignment of one (1) such additional student to each of the teachers in that grade level or subject level, either a new full-time or part-time position will be created immediately and a number equal to all those additional students previously assigned in excess of the class size limit(s) will then be reassigned to the teacher appointed to the newly created position.
- (g) Special Education, Special Populations and other Specialized Educational Programs:

<u>Class or Program</u>	<u>Class Size</u>
Special Education Self Contained PK – 12 Severe & Profound (*1)	6/8
Special Education Self Contained K – 12 Classes (*2)	10/12
Special Education Self Contained Life Skills Apartment Program (*3)	8/10
Special Education Resource (*4)	12
Special Education Direct Service Instruction (*4)	12
Direct Service English Language Learners (ELL) (*5)	10
Direct Service Reading	12
Alternative Education Classes	14
Band (*6)	50
Chorus (*6)	40

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The phrase “professional support” repeated in the following footnotes of this section shall mean a Teacher’s Assistant, Job Coach and/or a Registered Nurse/Licensed Practical Nurse. Such professional support shall be determined in accordance with the disability levels and needs of the students.



(\*1) The class size for all Special Education Self Contained PK-12 Severe & Profound classes shall be six (6) students with at least one (1) full time professional support or eight (8) students when additional professional support is provided.

(\*2) The class size for all K-12 Special Education Self Contained classes, other than Severe & Profound classes, shall be ten (10) students when one (1) full time additional professional support is provided or twelve (12) students when further additional professional support is provided.

(\*3) The class size for Special Education Life Skills Apartment Program classes shall be eight (8) students with one (1) full time professional support or ten (10) students when additional professional support is provided. Students involved in small group job placements and community based activities will also require such additional professional support.

(\*4) The workloads of all resource/direct service teachers shall be assigned on a fair and equitable basis.

(\*5) ELL Class Composition

- a. ELL classes in grades K-8 shall not exceed three (3) contiguous grade levels and/or three (3) contiguous language levels unless the resulting class size for that instructional period would be less than four (4) students.
- b. ELL classes in grades 9-12 shall not exceed three (3) contiguous grade levels unless the resulting class size for that instructional period would be less than four (4) students.

(\*6) All band and chorus extracurricular activities or classes that occur outside of the regular school day shall have class size limits based on student demand and facility limitations.

(h) Students Mainstreamed Into Regular Instructional Classes:

- i. In no instance shall the number of students, to include ELL students, mainstreamed into regular instructional classes exceed half (1/2) the total of the registered population of that class.
  - ii. It is agreed that the administration will maintain a fair and equitable distribution of students, to include ELL students, mainstreamed into regular classes. The method of achieving such fair and equitable distribution shall be implemented along the lines of established special service(s) categories.
- (i) The Alliance shall receive by October 15<sup>th</sup> a complete listing of all classes and the class size of each.

## **ARTICLE 22 - STAFFING**

Section 1- Position Additions:

- (a) The Committee may create full-time certified teaching positions as it deems necessary.
- (b) Part-time certified teaching positions shall not be created at a status less than 0.50 FTE and only in certification/instructional areas not already staffed by part-time personnel with the understanding that said part-time positions, ranging between 0.50 and 0.90 FTE, shall not be considered less than their greatest actual FTE status held during the life of this Agreement.
- (c) Teachers who are formally appointed by the Committee to a temporary teaching position for a period of fewer than 135 days or who are appointed to a temporary position of less than half-time, shall, upon the conclusion of their period of service, be considered as formally terminated from

employment and shall not be eligible for placement on the district's layoff list or eligible for recall.

- (d) Following consultation with the WWTA, on a case by case basis, and pursuant to post retirement employment laws under RIGL 16-16-24, the Committee may temporarily staff part-time or Long Term Substitute positions, ranging between 0.10 and 0.50 FTE, with former employees from the WWPS and who have retired with the Employees Retirement System of Rhode Island (ERSRI).
  - i. Compensation of retirees under this Article shall be in accordance with step seven (7) of the Basic Salary Schedule as set forth under Article 37.
  - ii. Temporarily employed retirees shall not be entitled to severance compensation or healthcare or dental insurance as a result of their employment under this Section but shall be entitled to pro-rated leaves of absence under Article 15, Sections 2, 4, 5, 9 and 11.
  - iii. The WWSC shall not temporarily employ retired bargaining unit members if there exists currently employed part-time bargaining unit members or bargaining unit members on the recall list who are certified and willing to perform the duties related to that teaching assignment.
- (e) The Committee may, as it deems necessary, create an Alternative Instructional Setting (AIS) Program, or the same program by any other name, at either the middle school or high school. Said programs may be staffed in whole or in part as follows:
  - i. The assignment of teachers who have less than full-time teaching schedules from the school in which the program serves.
  - ii. The temporary assignment of retired members from the bargaining unit pursuant to Article 22-1(d) hereinabove.

#### Section 2 - Reductions in Staff:

- (a) Teachers may be suspended/terminated/laid-off only when their positions are temporarily eliminated as the result of the following:
  - i. A substantial reduction in pupil enrollment;
  - ii. The discontinuance of a particular type of teaching service or program, provided that such discontinuance is not for arbitrary or discriminatory reasons;
  - iii. A bone fide consolidation of the school system with one (1) or more other school systems either in total or in special areas of instruction; or
  - iv. Uncertainty or lack of funding in programs and/or positions that are supported by federal or state funds.
- (b) During each of the three (3) years of this Contract, the number of teachers suspended/terminated/laid-off pursuant to Subsection (a) hereinabove shall not exceed five (5).
- (c) Any position may be temporarily or permanently eliminated through attrition (retirement, resignation, etc.) unless said elimination would cause any class size in that particular grade level or subject area to exceed the maximum class size as stipulated in Article 21.

#### Section 3 - Notification and Procedure:

- (a) If the Committee is contemplating the suspension/termination/layoff of any teachers, it will so notify the Alliance President before the proposed effective date of the suspension/termination/layoff by March 1<sup>st</sup> or pursuant to RIGL 16-13-3, whichever required date is earlier, except in cases of emergency regarding the personal or professional misconduct or misdeed by a teacher. Such notice will be in writing and will include the specific positions to be affected and the reasons for the proposed action. Within ten (10) school days after receiving the aforesaid notice, the Committee will, if requested to do so, enter into discussions with the Alliance regarding the need for, manner of and other aspects of the contemplated

suspension(s)/termination(s)/layoff(s) and will in connection therewith make available to the Alliance, at Committee expense, all relevant data.

- (b) Any teacher who is to be suspended/terminated/laid-off will be so notified before the effective date of the suspension/termination/layoff by March 1st or pursuant to RIGL 16-13-3, whichever required date is earlier, except in cases of emergency regarding the personal or professional misconduct or misdeed by the teacher. Such notice shall be in writing and will include the reasons for the proposed action, the lawful right of the teacher to an individual, private hearing before the Committee on the matter within a reasonable period of time and with representation, if so desired, by any person of his/her own choosing, the lawful rights of appeal of the decision of such hearing and the displacement (seniority) rights of such teachers vis-à-vis any least senior teacher(s) in the school system either in the area of certification in which the teacher is presently teaching or in any other area(s) of certification in which the teacher may be certified.

#### Section 4 - Displacement:

- (a) The Superintendent, at his/her discretion, may deny the displacement rights of a teacher who seeks to displace any least senior teacher in a position that is not in the area of certification that the teacher held directly prior to suspension/termination/layoff only if said teacher, during his/her last complete formal teacher evaluation, received an evaluation rating of Ineffective. For the purposes of this Article, the evaluation rating shall only factor the three professional practice standards (Standards 1, 2 and 3) of the RIIC evaluation system and said rating shall be derived by averaging all of the rated element scores in each of those three standards.
- (b) Any teacher above notified and within ten (10) calendar days after receiving notice of such suspension/termination/layoff must in written notice to the Superintendent state his/her intention to displace any least senior teacher in whose position he/she is certificated to perform. Within seven (7) calendar days, the Superintendent, in turn will provide the Alliance with a copy of such letter of intent as well as a copy of the letter from the Superintendent notifying the least senior teacher that he/she is to be displaced.
- (c) A teacher who displaces another teacher will be placed on the proper step of the salary schedule for the new position according to his/her experience and education and will retain all of his/her accrued benefits.
- (d) A teacher who is to be displaced pursuant to this Section will have the same displacement rights vis-à-vis the least senior teacher as a teacher who is to be suspended/terminated/laid-off pursuant to Section 2 above.

#### Section 5 – Certified Teachers:

For the purposes of this Article, the word “certified” (or “certificated”) shall mean a teacher who holds a certificate or who is eligible to hold a certificate by the beginning of the next school year.

#### Section 6 - Seniority:

- (a) For the purposes of this Article, seniority will be computed from a teacher’s most recent date of hire and will begin to accrue as of his/her first day of actual service in a bargaining unit position. Seniority will not be broken by leaves of absence set forth under Article 15 of this Agreement. Accrued seniority will not be forfeited by employment by the Committee outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal, the date of hire will be determinative. If the date of hire is the same, the name first appearing on the official School Committee Minutes of said meeting will be considered seniormost and so on.
- (b) For the purposes of this Article, the President of the Alliance will be deemed to have greater seniority than any other member of the bargaining unit in his/her area(s) of certification, and the President-Elect will be deemed to have seniority second only to that of the President.

## Section 7 - Recall:

- (a) The Superintendent, at his/her discretion, may deny the recall of a teacher who seeks recall to a position that is not in the area of certification that the teacher held directly prior to suspension/termination/layoff only if said teacher, during his/her last complete formal teacher evaluation, received an evaluation rating of Ineffective. For the purposes of this Article, the evaluation rating shall only factor the three professional practice standards (Standards 1, 2 and 3) of the RIIC evaluation system and said rating shall be derived by averaging all of the rated element scores in each of those three standards.
- (b) If there is a vacancy in a bargaining unit position or if a new bargaining unit position is created, suspended/terminated/laid-off teachers who are certificated to perform the work in question will be recalled in seniority order.
- (c) If a suspended/terminated/laid-off teacher has displaced another teacher or has been recalled to a position other than that which he/she held immediately prior to his/her suspension/termination/layoff, he/she will remain eligible for recall in accordance with the provisions of Subsection (b) above.
- (d) The application of this Section to a long-term substitute position shall provide the recalled teacher with seniority rights and shall exempt the recalled teacher from the contrary provisions of Article 31, provided, however, that a temporarily recalled teacher shall not have greater right to a vacancy than a more senior suspended/terminated/laid-off teacher not temporarily recalled. Long-term substitute positions and claims to them shall not exceed the duration of the leave creating the temporary vacancy.
- (e) Notice of recall will be given by certified mail to the last address given the School Department by a teacher or will be hand delivered. A copy of the letter of recall will be given to the Alliance President. If a teacher fails to respond within ten (10) calendar days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.
- (f) A teacher who is suspended/terminated/laid-off will remain on the recall list indefinitely after the date of his/her suspension/termination/layoff unless he/she:
  - i. waives his/her recall rights in writing;
  - ii. resigns;
  - iii. fails to accept recall to the position and equivalent FTE status held immediately prior to suspension/termination/layoff or to a substantially equivalent position; or
  - iv. fails to report to work in a position that he/she has accepted within five (5) calendar days after receipt of the notice of recall, unless the teacher is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed time before being required to report for work.

## Section 8 – Teachers on Suspension/Termination/Layoff:

- (a) While on suspension/termination/layoff, a teacher will have the option to remain an active participant in the health and insurance programs provided for in Article 11 by contributing thereto the cost of said benefits that the Committee would have incurred had the person been actively employed.
- (b) All benefits to which a teacher was entitled at the time of his/her suspension/termination/layoff, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A teacher will not receive increment credit for the time spent on suspension/termination/layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- (c) Notwithstanding any other provision in this Contract, no bargaining unit vacancy or new position will be filled by the Committee until the procedures set forth in this Article have been applied.

## **ARTICLE 23 - TEACHERS' SCHEDULES**

1. The Committee recognizes that it is desirable for teachers to know as early as possible their schedules for the coming year.
2. The Alliance recognizes that practical difficulties sometimes force changes in a teacher's schedule. The Committee agrees that tentative teacher schedules will be given to teachers no later than June 1<sup>st</sup>. Elementary classroom teachers, excluding pre-school and kindergarten teachers, shall be provided tentative class lists by August 15<sup>th</sup> at the latest. If such practical scheduling difficulties necessitate a change in any teacher's schedule after the opening of the first day of school for teachers, the Alliance President will be consulted concerning the implementation of said schedule change.
3. If changes occur during the summer vacation which require a change in a teacher's schedule, the principal, supervisor or Department Chairperson, Department Head, Program Coordinator or Grade Leader shall provide notification to the teacher as close to August 1<sup>st</sup> as possible.

## **ARTICLE 24 - ITINERANT PERSONNEL**

Itinerant personnel who cover two (2) or more non-adjacent school buildings in any one (1) day shall be compensated for the use of their automobile at the same rate of reimbursement currently set forth by the federal government for federal employees. The average weekly mileage will be calculated together by the teacher and his/her building principal at the beginning of each school year and shall be subject to review and approval by the Superintendent.

## **ARTICLE 25 - SUMMER SCHOOL**

1. Summer school teachers shall be certified in the area(s) of assignment.
2. Teachers shall be compensated at the rate of pay per hour as provided in this Section. It is understood that in the event of the teacher's absence, said teacher shall receive no compensation.

2012-13 through 2014-15: \$40.50

3. Applications for the regular Proficiency-Based Summer School program teaching positions and for the Extended School Year (ESY) special education program teaching positions shall be made on an annual basis. Applications for the combined positions of Proficiency-Based Summer School Director/Ramp-Up Coordinator of secondary schools and for the position of ESY Director shall be made for a three (3) year term.
4. Only in the instance where certified teachers from within the bargaining unit do not make application will the Committee appoint teachers not from within the bargaining unit.
5. All teaching positions shall be posted pursuant to the provisions of Article 7-1. It is understood, however, that any and all positions shall be filled only when registration enrollment so warrants.
6. The maximum class size will not exceed the maximum number of students assigned to an individual as set forth for Grades 9-12 under Article 21-2(c) of this Agreement.
7. In the event of teacher absence, preference for per diem substitutes shall be given to members of the bargaining unit, provided they have made application to serve in that capacity.
8. The Proficiency-Based Summer School Director/Ramp-Up Coordinator of secondary schools shall receive a minimal annual salary equal to the product of the ratio of 1.4 of the hourly rate of pay set forth for teachers in Section 2 of this Article times one hundred ten (110). The ESY

Director shall receive a minimal annual salary equal to the product of the ratio of 1.4 of the hourly rate of pay set forth for teachers in Section 2 of this Article times two hundred ninety (290).

9. In addition, the Ramp-Up Coordinator of secondary schools shall receive an annual salary equal to the product of the ratio of 1.4 of the hourly rate of pay set forth for teachers in Section 2 of this Article times twenty (20) for the organization, coordination and monitoring of secondary level ramp-up programs for each of the semesters of the school year during which said programs may be operational.
10. It is understood by all parties concerned that the operation of Proficiency-Based Summer School and of the regular school-year ramp-up programs are contingent on funding.

## **ARTICLE 26 - PART-TIME POSITIONS AND JOB SHARING**

### 1. Part-Time Positions:

- (a) The Committee and the Alliance agree that positions within the bargaining unit are full-time positions. However, it is agreed that, upon occasion, as a result of a particularly high pupil ratio, there may exist the need to create, on a temporary basis, a part-time position in a particular grade level or subject area within the school system. The Committee agrees to consult the Alliance whenever it wishes to institute such a position.
- (b) There shall be no more than one (1) part-time position in any particular grade level or subject area within the school system.
- (c) Teachers serving in part-time positions shall be considered members of bargaining unit and, as such, shall be entitled to all benefits and rights that are inherent in this Agreement that are granted to teachers serving in full-time positions. However, with regard to Articles 15, 37, 38 and 39, such teachers shall receive only the proportional credit/compensation contained therein.
- (d) Teachers serving in part-time positions shall receive only a proportional credit/compensation toward the benefits specified in Article 11 but shall have the right to reimburse the School Department in the proper and remaining proportional amount to secure the full benefits of any or all of the insurance groups/plans provided therein.
- (e) Unless mutually agreed by the Superintendent and the Alliance President to the contrary, teachers serving in part-time positions at the secondary level shall be scheduled consecutive teaching periods in the instructional rotation either at the beginning or at the end of said rotation and with a proportionally lengthened preparation period scheduled to run consecutively with the teaching periods.
- (f) There will be no part-time positions created to accomplish staff reductions.
- (g) Teachers serving in part-time positions shall have the same amount of payroll deduction as specified in Article 13 for union dues or agency fees as teachers serving in full-time positions.
- (h) A teacher serving in a part-time position shall accrue West Warwick tenure at the same rate as teacher serving in full-time positions. A full-time tenured teacher who transfers to a part-time position or a teacher who has been suspended/terminated/laid-off pursuant to Article 22 shall not have forfeited his/her accrued tenure in the West Warwick School Department.

### 2. Job Sharing General Provisions:

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



event that one (1) full-time employee wishes to share his/her position with a future employee to be hired, he/she must submit his/her written Job Sharing Proposal.

- (b) The Superintendent shall meet with the teachers or teacher proposing the request to determine the working hours, teaching schedule, etc. If the Superintendent supports the request, he/she shall then make recommendations to the School Committee for its consideration of approval.

## 2. Job Sharing Requirements:

- (a) The Alliance shall be consulted on the creation of any job sharing position.
- (b) The granting of any job sharing request shall be at the sole discretion of the School Committee.
- (c) Preparation time and non-teaching duties shall be assigned to the shared position in relation to other staff members in the building. However, the scheduling of said preparation time and non-teaching duties between the job sharing teachers shall be at the reasonable discretion of the principal within the parameters of this Agreement.
- (d) While both teachers shall be responsible for the information discussed at faculty or other staff meetings, only one (1) teacher need attend the meetings.
- (e) Both teachers shall be responsible for completing Professional Development Academy (PDA) activities as if employed on a full-time basis.
- (f) The job sharing teacher with less seniority than the other shall vacate his/her original full-time position.
- (g) Upon retirement, resignation, separation or voluntary transfer by either job sharing teacher (or both), the remaining teacher shall assume both portions of the job sharing position as a full-time position.

## 3. Job Sharing Financial Considerations:

- (a) Each teacher's salary shall be prorated based on the proportion of the teaching schedule which the teacher services.
- (b) The cost(s) of fringe benefits, personal days, sick days or any other leaves shall not exceed what it would have cost otherwise for said items for the more senior of the job sharing teachers in a full-time position.
- (c) The allocation of fringe benefits shall be prorated on the proportion of the teaching schedule the teacher shares.

## **ARTICLE 27 - TEACHER FILES**

Section 1: Teachers shall have the right to inspect their own personnel files. Each teacher shall receive a copy of any new material or evaluation that is to be added to his/her personnel files.

Section 2: No anonymous letter(s) or materials shall be placed in a teacher's file.

Section 3: No material, excluding references and information used in the process of evaluating the teacher for employment, which is derogatory to a teacher's conduct, service, character or personality shall be placed in the files unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the materials to be filed. Such signature does not necessarily indicate agreement with its content. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy. The maker of the file and the maker of the material to be filed must affix his/her signature to it.



Section 4: No matters or materials pertaining to the grievance procedure shall be included in a teacher's personnel file.

Section 5: Any teacher shall, upon reasonable notice, be permitted to examine and reproduce material in his/her file except for recommendations or evaluations related to the process of evaluating the teacher for initial employment or for subsequent promotions which were submitted to the Committee or the Superintendent on a confidential basis.

## **ARTICLE 28 - TRANSPORTATION OF STUDENTS**

The Alliance and the Committee agree, as has been past School Committee policy, that transportation of pupils on field trips or to athletic contests or to any school sponsored activity will only be in vehicles provided by the School Committee. At no time should it be suggested or requested that a teacher transport a student to or from school.

## **ARTICLE 29 - EDUCATOR EVALUATION**

### **Section 1 – Evaluation Instrument and Structure**

- (a) The Rhode Island Innovation Consortium (RIIC) System for Educator Evaluation is the exclusive evaluation tool for all certified staff for which its design is intended. Implementation of the RIIC Evaluation System will be governed by a separate mutual agreement.
- (b) Bargaining unit members who are certified in areas that the RIIC System for Educator Evaluation is not designed to assess will be evaluated by a mutually developed or selected instrument.

### **Section 2 – Teacher Evaluation Committee**

- (a) A joint management / labor Teacher Evaluation Committee (TEC) shall act as an advisory committee and will oversee the implementation of evaluation policy and practice. The TEC will consist of an equal number of members from both the administration, selected by the Superintendent, and the WWTA, selected by the Alliance President.
- (b) The Evaluation Coordinator will be charged with coordinating evaluation training activities at the direction of the TEC and will serve as a liaison between the TEC and the certified staff.

### **Section 3 - General Provisions for the Evaluation of Teachers**

- (a) The West Warwick Public Schools will provide support and assistance to teachers in an effort to help ensure success and growth in their teaching assignment.
- (b) For those teachers working in more than one (1) building, the Superintendent shall designate one (1) administrator to be responsible for the evaluation of that teacher.
- (c) Technical guidance will be developed, as necessary, by the TEC to address special circumstances.
- (d) No person(s), by photographic or digital means, shall record classroom proceedings or other activities conducted with students or other persons (such as parents, other teachers, etc.) for the purpose of evidence collection unless the teacher concerned has given his/her permission in writing.

### **Section 4 - General Procedures for the Evaluation of Teachers**

- (a) All teachers shall receive training through the WWPS Professional Development Academy concerning the RIIC evaluation system prior to any evaluation.
- (b) No formal or informal observation shall occur on the school day preceding or the school day following a vacation period.
- (c) The teacher shall sign his/her written summative evaluation report. The signature of the teacher does not imply agreement or disagreement with the report.
- (d) Within three (3) school days after the summative conference with the evaluator the teacher may prepare comments and/or rebuttal to the evaluation report which will be attached to said report.

- (e) The evaluator shall furnish the teacher with a copy of the evaluation report signed by the building administrator.

Section 5 - Termination Decisions Related to Teacher Evaluations

- (a) No teacher shall be terminated on the basis of their evaluation unless all processes have been completed as outlined within this Article and all mutually adopted guidance documents have been followed.
- (b) Final evaluation ratings may be appealed to the TEC when action is taken to terminate a teacher on the basis of his/her evaluation. An evaluation appeal process shall be defined by a mutually adopted evaluation implementation document pursuant to Section 1(a) hereinabove.
- (c) All terminations may be appealed through the grievance procedure and all relevant statutes under the General Laws of the State of Rhode Island.

**ARTICLE 30 - SUMMONSES**

Teachers summoned to the office of the Superintendent, Principal or other administrator to whom he/she is responsible shall be given advance notice where feasible and the reasons for the summons when disciplinary measures are to be taken. The teacher summoned may have an Alliance representative present.

**ARTICLE 31 - SUBSTITUTES: STATUS AND PAY**

1. Short-Term Substitutes:

- (a) A certified substitute who fills the same position for a period of less than forty-one (41) consecutive school days shall be defined as a “short-term” substitute. A substitute who fills various positions from time to time shall also be designated as a “short-term” substitute.
- (b) Short terms substitutes may always be assigned a full teaching schedule of five (5) periods.
- (c) Substitutes may be scheduled flexibly but shall always receive a duty-free lunch period and a forty-five (45) minute break. Said break may be divided into two smaller periods of time that equal a combined total of forty-five (45) minutes. No such break shall be shorter than fifteen (15) minutes.
- (d) Short term substitutes shall be paid at the following minimum rate:

2012-13 through 2014-2015

1) per diem (up to 4 days in succession for same teacher)	\$ 90
2) 5 to 10 days in succession for same teacher	\$ 95
3) 11 to 40 days in succession for same teacher	\$100

Retired West Warwick teachers who serve as short-term substitutes shall be compensated fifteen dollars (\$15) per day in addition to the amount(s) set forth above.

## 2. Long-Term Substitutes:

- (a) A “long-term” substitute shall be defined as a certified substitute who fills the same position for a period of forty-one (41) or more school days. Such substitutes shall be placed on the appropriate salary step as outlined in Subsection (b) below and shall receive full benefits under this Contract, except for seniority rights and rights of transfer, on a prorated basis. Under no circumstances shall a “short-term” substitute have the string of consecutive days broken in order to avoid placement on long-term substitute status. Where leaves of absence longer than forty (40) days are anticipated, substitutes shall be designated “long-term” substitutes from the day of appointment.
- (b) Salaries for long-term substitute teachers (not regularly appointed) who are not selected from the Article 22 recall list or who are not selected as a result of the transfer provisions of Article 7-2(c) shall be paid in accordance with Article 37 minus the step increment between Steps 4 and 6.
- (c) Any previously hired long-term substitute teachers and previously hired teachers who had been regularly employed and who later may be rehired after a break in continuous service shall be credited with up to twenty (20) days of previously accumulated and unused sick leave days upon rehire in the status of long-term substitute or in the status of a regularly appointed teacher. However, this Subsection will not apply to those teachers who had received compensation pursuant to Article 40 of this Agreement.

## 3. General Provisions:

No substitute, short-term or long-term, shall attain any seniority to that position or to any other position while in such status. Should any position being filled by a long-term substitute become unexpectedly vacant either by resignation or death of the teacher on leave, the substitute will have the right to continue in that position until the end of the school year. The position will be posted pursuant to the provisions of Article 7-1(a).

## 4. Short-Term Substitution in Administrative Positions:

- (a) In the event of a daily or short-term absence of an administrator, said administrative vacancy may be filled on a daily or short-term basis by a member of the bargaining unit who voluntarily agrees to substitute in said daily or short-term vacancy.
- (b) The term “short-term” is defined consistent with its interpretation and usage in Section 1 above.
- (c) A teacher who substitutes in the event of a daily or short-term absence of an administrator shall be considered to be serving in a bargaining unit position and shall suffer no loss of bargaining unit benefits or seniority.
- (d) Said teacher shall have, in turn, his/her bargaining unit position filled by a short-term substitute pursuant to the terms set forth under Section 1 above.
- (e) Said teacher shall be paid a salary differential equal to the hourly rate of pay set forth under Article 32 of this Agreement.
- (f) Should an administrative vacancy occur as a result of an anticipated long-term absence, a bargaining unit member who may agree to substitute in said vacancy shall not accrue bargaining unit seniority while serving in such capacity.
- (g) The term “long-term” is defined consistent with its interpretation and usage in Section 2 above.

# **ARTICLE 32 - TEACHERS COVERING CLASSES**

## Section 1 – Rate of Pay

Whenever an absent teacher’s schedule is not assumed by a substitute, the teacher covering that part of the teacher’s class will receive compensation as follows for any such class covered:

2012-13 through 2014-15: \$35.00

Section 2 – Procedures

- (a) At the beginning of the school year, teachers shall identify whether they desire to serve on a Voluntary or an Involuntary Class Coverage List.
- (b) Teachers on the Voluntary Class Coverage list shall be assigned class coverage prior to those on the Involuntary list during any given instructional period.
- (c) The covering of classes shall be equitably administered.
- (d) Teachers shall not be required to cover classes while on the Involuntary Coverage list beyond fourteen (14) instances in a given school year.
- (e) Teachers must provide at least two (2) weeks notice to move from the Voluntary Coverage list to the Involuntary Coverage list. Teachers may, however, move to the Voluntary list at any time.

**ARTICLE 33 - CLOSING OF SCHOOL**

When weather or other emergency conditions warrant the closing of school(s), staff shall be notified no later than one (1) hour before the scheduled arrival of teachers at the earliest opening of schools. School closing notifications shall be made via appropriate media outlets as well as any automated district communication systems.

**ARTICLE 34 - TUTORS**

Teachers or tutors for home instruction will be paid as listed below plus mileage reimbursement at the rate set forth under Article 24 of this Agreement if teaching is done outside of West Warwick. Computation for mileage will be determined by the roundtrip distance from the school building to which the teacher is assigned to the location at which the tutoring is to take place.

2012-13 through 2014-15: \$40.50

The rate(s) of pay indicated above is the hourly amount to be paid teachers or tutors who may provide after school hours instruction to a single student who is homebound/etc. or for after school hours instruction in any special program mutually deemed by the Superintendent and the Alliance to be “tutorial”/“remedial” in nature. However, in the case of such special programs, said rate(s) of pay shall be applied as follows in approved small group tutorial/remedial situations based upon actual attendance:

<u>No. of Students</u>	<u>Percent of Normal Rate of Pay</u>
2	150.0%
3	175.0%
4 (maximum)	187.5%

**ARTICLE 35 - EXTRACURRICULAR ACTIVITY DIRECTORS**

Section 1 – Candidate Selection

- (a) The Committee shall prepare and keep on file job descriptions of the extracurricular activities for the purpose of posting the position when a vacancy occurs. These job descriptions must be approved in advance of filing by the Alliance.
- (b) Candidate selection will be made by a building-based management/labor interview committee mutually developed by the building principal and the WWTa Building Representative. Interview committees shall forward recommendations to the Superintendent.

Section 2 – Term of Service

- (a) All Extracurricular Activity Directors shall be subject to appointment or reappointment every three (3) years following the posting of all positions pursuant to Article 7-1(a) of this Agreement.
- (b) The first (1<sup>st</sup>) year following the initial appointment to all Extracurricular Activity Director positions shall be considered a probationary year of service. Continuation of service into years two (2) and three (3) of the initial three (3) year term shall be at the discretion of the Superintendent. Additional three (3) year terms shall not include any such probationary periods.
- (c) The term of service of bargaining unit members who have been appointed to Extracurricular Activity Director positions may be extended into additional three (3) year terms at the discretion of the Superintendent, notwithstanding Subsection (a) hereinabove.

Section 3 – Extracurricular Activity Directors will be recompensed through the life of this contract as follows:

ACTIVITY

Student Council (WWHS).....	\$ 2,400
Student Council (DMS) .....	\$ 1,950
Yearbook Advisors (2) (WWHS).....	\$ 2,400
Yearbook Advisor (DMS).....	\$ 1,950
Band Director (WWHS).....	\$ 7,000
Choral Director (WWHS).....	\$ 4,950
Tri-M Music Honor Society (2) (WWHS).....	\$ 1,250
WWHS Dramatics Director (per production, maximum of 3).....	\$ 1,000
WWHS Drama Producer (per production, maximum of 3).....	\$ 800
School Newspaper Advisor (WWHS).....	\$ 2,000
School Newspaper Advisor (DMS).....	\$ 2,000
Senior Advisor.....	\$ 1,950
Junior Advisor.....	\$ 1,600
Sophomore Advisor.....	\$ 1,250
Freshmen Advisor.....	\$ 1,000
Club Advisors.....	\$ 900
Mock Trial Director (WWHS).....	\$ 1,250
National Honor Society (WWHS).....	\$ 1,250
Academic Decathlon Advisor (WWHS).....	\$ 2,000

National Jr. Honor Society (DMS).....	\$ 950
Intramural/After School Activity Supervisors*.....	(a) & (b)

(\*) *The creation of Intramural/After-School Program positions shall be based upon the following:*

- (a) *The Intramural/After-School Program shall meet for one and a half (1.5) hours per day for a period of four (4) to six (6) weeks.*
- (b) *All Intramural/After-School Program activities will require that a minimum of twelve (12) students register to participate yet also with a maximum registration of twenty (20) students for a non-intramural activity and with a maximum registration of twenty-five (25) students for an intramural activity.*

**ARTICLE 36 - COACHES**

Section 1- Appointment and Term of Service

- (a) All athletic coaches shall be subject to annual reappointment. Qualifications, as determined by the Superintendent/ School Committee as being equal, bargaining unit members shall be given preference. Athletic coaching positions shall be posted in the same manner as teaching positions pursuant to Article 7-1(a).
- (b) The term of service of all athletic coaches may be extended into additional terms at the discretion of the Superintendent, notwithstanding the posting requirement of Subsection (a) hereinabove.
- (c) Decisions of the Committee concerning the appointment and/or reappointment of athletic coaches, including those coaches who are bargaining unit members, shall not be subject to the grievance procedure.
- (d) Decisions of the Committee regarding the continuance and/or discontinuance of athletic programs shall not be subject to the grievance procedure.

Section 2 – Coaches shall be placed on the appropriate coaching step recognizing years of experience in all Rhode Island public schools and shall be recompensed as follows:

HS Head Football:

Step 1: \$3,800	Step 2: \$4,400	Step 3: \$5,000	Step 4: \$5,600
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HS Head Baseball, Basketball, Ice Hockey, Soccer, Indoor Track, Outdoor Track, Volleyball, Wrestling, Gymnastics & Softball:

Step 1: \$3,200	Step 2: \$3,700	Step 3: \$4,200	Step 4: \$4,700
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HS Head Cheerleading:

Step 1: \$2,200	Step 2: \$2,600	Step 3: \$2,900	Step 4: \$3,300
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HS Asst. Football (2) - Freshman Head Football:

Step 1: \$1,900	Step 2: \$2,200	Step 3: \$2,500	Step 4: \$2,800
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MS Head Baseball, Basketball, Soccer, Wrestling, Outdoor Track & Gymnastics - HS Asst. & Freshman Baseball, Basketball, Ice Hockey, Soccer, Tennis, Indoor Track, Outdoor Track, Volleyball, Wrestling, Gymnastics & Softball - HS Freshman Asst. Football - HS Head Cross Country, Golf & Swim - MS Head Cheerleading, Cross Country & Softball:

Step 1: \$1,600                      Step 2: \$1,800                      Step 3: \$2,100                      Step 4: \$2,300

MS Asst. Outdoor Track:

Step 1: \$900                      Step 2: \$1,100                      Step 3: \$1,200                      Step 4: \$1,400

**ARTICLE 37 - BASIC SALARY SCHEDULE**

Section 1 – Step Schedule:

<u>Step</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1	\$38,133	\$38,133	\$38,133
2	\$41,504	\$41,504	\$41,504
3	\$44,875	\$44,875	\$44,875
4	\$48,245	\$48,245	\$48,245
5	\$51,616	\$51,616	\$51,616
6	\$54,987	\$54,987	\$54,987
7	\$58,358	\$58,358	\$58,358
8	\$61,728	\$61,728	\$61,728
9	\$65,099	\$65,099	\$65,099
10	\$68,470	\$68,470	\$68,470
11	\$70,500 (+ 0.75%)*	\$71,558 (+ 1.5%)*	\$72,989 (+ 2%)*

\*Salary percentage increases in each year shall be applied to step 11 only.

Section 2 - Each Person on the Basic Salary Schedule shall receive his/her paychecks in twenty-six (26) biweekly pay periods in each of the academic years during the life of this Agreement. Where practicable, paychecks will be made available on the last school day preceding a pay day that falls on a holiday or during a vacation period within the school year.

**ARTICLE 38 - PROFESSIONAL SERVICE INCREMENTS**

Any teacher who has received an evaluation rating of Ineffective during his/her last two (2) consecutive complete formal teacher evaluations shall be ineligible for Professional Service Increment payment during the following school year. For the purposes of this Article, the evaluation rating shall only factor



the three professional practice standards (Standards 1, 2 and 3) of the RIIC evaluation system and said rating shall be derived by averaging all of the rated element scores in each of those three standards.

The amount to be paid for years of professional service as a member of the bargaining unit to the West Warwick Public Schools shall be as follows:

<u>YEARS OF SERVICE</u>	<u>2012 - 2015</u>
12 - 14	\$900.00
15 - 19	\$1,750.00
20 - 24	\$2,650.00
25 - 29	\$3,500.00
30 or more	\$4,350.00

**ARTICLE 39 - SCALE OF GRADUATE CREDITS\***

Section 1 - Graduate Credit increments in addition to a Bachelor's Degree are paid in accordance with the following:

15 Credits Hours*	\$1,000
30 Credits Hours	\$2,000
Master's or 36 Credits Hours	\$4,100
CAGS	\$5,300
NBPTS	\$5,600
Doctorate	\$5,900
NBPTS + Masters*	\$6,400

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\*

- (a) Credit hour increments are awarded for post-secondary credit. All bargaining unit members compensated under Article 39 for CEUs prior to September 1, 2012, shall continue to receive standing for credits earned.
- (b) The fifteen (15) Credit hour benchmark is only available to bargaining unit members who were compensated at this level prior to September 1, 2012.
- (c) Category of NBPTS + Masters shall only apply to those who are certified through the NBPTS prior to December 31, 2012 and shall not apply to those who renew their NBPTS certification thereafter.

Section 2 - National Board for Professional Teaching Standards (NBPTS) Certification:

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

- (a) The School Department and the Alliance shall encourage teachers to undertake voluntarily the assessment process to become National Board-certified teachers.
- (b) The School Department shall pay the application fee for up to five (5) teachers as selected by a joint management-union committee, consisting of the Superintendent of Schools and the Alliance President, to undertake the National Board certification process each year. Teachers

who have completed the National Board certification process shall be expected to work the next year in the West Warwick school district. Failure to do so shall require the teacher to reimburse the School Department the application fee. If a teacher withdraws from the process or discontinues his/her efforts to complete the process, he/she shall be required to return to the School Department any and all application fees the School Department has paid on his/her behalf prior to the 26<sup>th</sup> pay period of that same school year.

- (c) Teachers who complete the process, but who do not achieve certification, shall be responsible for any National Board certification application fees in future years.
- (d) 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.
- (e) It is expected that National Board-certified teachers continue to work with the students of West Warwick in various capacities. The School Department and the Alliance will explore other possible roles that National Board-certified teachers may play in the improvement of the education provided for West Warwick's students. Such other roles and activities may include, but not be limited to, mentoring, planning and delivering professional staff development, facilitating school improvement, and/or developing curriculum.

Section 3 - For proper and necessary budget control in the teachers' salary account, all teachers claiming salary adjustments for further academic credits and/or degrees must file the transcripts and/or diplomas in the Central Office by the end of January of the school year.

#### **ARTICLE 40 - SEVERANCE PAY**

Teachers, upon retirement from teaching after twenty (20) years of professional service in the West Warwick School Department, shall be paid one hundred ten dollars (\$110) for each of the total number of unused sick leave days they have accumulated pursuant to Article 15, Section 2 of this Agreement.

#### **ARTICLE 41 - TEACHER LEADERS**

1. Definition: Teacher Leaders are defined as the Department Chairpersons, the Department Heads, the Program Coordinators, and the Grade Leaders.
2. General Provisions:
  - (a) Teacher Leaders are not administrators. They shall be considered support and resource personnel to members of their departments, programs and grade levels. Teacher Leaders will be responsible for the general improvement of their school, department, program or grade level(s) and for the planning and coordination of activities within the department, program or grade level(s). Teacher Leaders, in the interests of the school relative to their department, program or grade level(s), shall make informal observations of any personnel as well as supportive and constructive suggestions. Formal recommendations to dismiss teachers shall only be made to the Superintendent by administrators. This shall not be construed to mean

that a Teacher Leader cannot bring to the attention of administrators observed strengths or weaknesses of any member of his/her department, program or grade level(s).

- (b) Teacher Leaders shall not be required to perform more than two (2) teacher evaluations annually, under the oversight of the building administrator. The WWPS shall provide opportunities for evaluator training to all bargaining unit members who are appointed to Teacher Leader positions. Such training opportunities shall be reasonably scheduled to accommodate participation.
- (c) Teacher Leaders shall not be assigned the following extra-duty assignments: homeroom assignment, bus duty, cafeteria duty, corridor and/or lavatory duty, early-morning duty, activity period supervision and detention subject to emergency needs determined by the building principal.
- (d) Teacher Leaders will work one hundred eighty-six (186) days. These days shall be the one hundred eighty-two (182) days required of all teachers plus the four (4) week days before the opening of school for teachers or, in the alternative, days which are mutually agreeable among all parties concerned.
- (e) Teacher Leaders shall be responsible for the facilitation, articulation, and coordination of activities in their department/area/grade level(s) as follows:
  - a. (a) Department Chairpersons -- Grades 9 - 12
  - b. (b) Department Heads -- Grades 6 - 12
  - c. (c) Program Coordinators -- Grades PK - 12
  - d. (d) Grade Leaders -- Grades 5 - 8
- (f) Teacher Leaders will be recompensed according to the number of department, program or grade level members on a ratio basis of the tenth (10<sup>th</sup>) salary step of the Basic Salary Schedule as follows:

<u>Number of Members</u>	<u>Salary Ratio</u>
up to 6	10%
7 to 12	11.3%
13 to 18	12.5%
19 or more	13.8%

- (g) Teacher Leaders shall receive one (1) supervision period daily (or the equivalent of one (1) day in a five (5) day week) in addition to their preparation period.

- 3. Department Chairpersons (9-12) shall be appointed in the following areas:
  - (a) Business
  - (b) English
  - (c) Mathematics
  - (d) Science
  - (e) Social Studies
  - (f) Special Education
- 4. Department Heads (6-12) shall be appointed in the following areas:
  - (a) World Languages
  - (b) Industrial Technology Education/Family and Consumer Sciences
- 5. Program Coordinators (PK-12) shall be appointed in the following areas:
  - (a) Art
  - (b) Guidance Services

- (c) Media Services
- (d) Music
- (e) Physical Education and Health Education

6. Grade Leaders shall be appointed in the following areas:

- (a) Grade 5 Core Subjects
- (b) Grade 6 Core Subjects
- (c) Grade 7 Core Subjects
- (d) Grade 8 Core Subjects
- (e) Special Education (Grades 5, 6, 7 and 8)

*\*Core Subjects are English, Mathematics, Science and Social Studies.*

7. Term of Service and Selection:

- (a) The term of service of all Teacher Leaders shall be for three (3) school years.
- (b) Selection Process
  - i. All Teacher Leaders shall be subject to appointment or reappointment every three (3) years following the posting of all positions pursuant to Article 7, Section 1 (a) of this Agreement.
  - ii. The term of service of Teacher Leaders who have been appointed may be extended into additional three (3) year terms at the discretion of the Superintendent, notwithstanding Section 7(b)(i) hereinabove.
  - iii. Teacher Leaders shall be selected by an interview process.
  - iv. An interview committee consisting of at least one (1) administrator, one (1) teacher and one (1) School Improvement Leader/team member shall be selected by the building Principal and the WWTA Building Representative or the Superintendent of Schools and the Alliance President, depending on whether the Teacher Leader position is building based or serves more than one school.
  - v. The interview committee shall make a recommendation for appointment to the Superintendent of Schools.

## **ARTICLE 42 - VARIOUS SPECIALIZED PERSONNEL**

(1) Athletic Director: (footnote: 4)

- (a) If the Athletic Director (A.D.) teaches at the secondary level, he/she shall be provided with a daily schedule consisting of three (3) consecutively scheduled instructional periods, a regular preparation period, a regular lunch period and three (3) consecutively scheduled supervisory periods to be used for the sole purpose of attending to duties and functions of the Athletic Department. If the A.D. teaches at the elementary level, he/she shall be provided with a daily teaching schedule consisting of a morning (A.M.) instructional assignment, a regular preparation period, a regular lunch period and an afternoon (P.M.) supervisory assignment to be used for the sole purpose of attending to the duties and functions of the Athletic Department. The A.D. shall be compensated at fifteen percent (15%) of Step 10 of the Basic Salary Schedule.
- (b) The A.D. at the secondary level shall not be assigned the following extra-duty assignments: homeroom assignment, bus duty, cafeteria duty, corridor and/or lavatory duty, early-morning duty and detention, subject to emergency needs determined by the building principal.
- (c) The A.D. shall not hold any coaching position outside of the West Warwick School System; however, with the advice and consent of the School Committee, he/she may be appointed by the

Superintendent to only one (1) coaching position within the West Warwick School System pursuant to the terms and conditions specifically set forth under Article 36 of this Agreement.

- (d) The A.D. shall assume direct responsibility for managing the selection, assignment and evaluation of athletic coaches, intramural supervisors and other necessary staff members. He/she shall evaluate each coach once during the three (3) year cycle of the coach's appointment.
- (e) The position of Athletic Director shall be filled providing first preference to qualified members of the bargaining unit. Appointees to these positions shall be subject to formal evaluation by the administration annually during the three (3) year appointment.

(2) Guidance: (footnote: 1)

Guidance personnel, not to exceed two (2) on a rotating basis, will work one (1) week before school opens if the principal requests it by June 1<sup>st</sup> of the preceding school year. Each counselor so affected shall be given the right to select compensatory days other than during the months of September, May and June to substitute for any and all days required the week before the opening of school. Said selection shall be made at the beginning of the school year and no two (2) counselors shall take such leave at the same time.

(3) Special Grants Personnel:

Salaries, hours, working conditions and other terms of employment of special grant(s) personnel shall be subject to mutual written agreement in the form of an administrative Memorandum of Understanding between the Superintendent and the Alliance.

(4) Activities Budget Club (ABC) Director: (footnote: 4)

The ABC Director at the West Warwick High School shall be compensated annually in an amount equal to 7.25% of the tenth (10<sup>th</sup>) step of the Basic Salary Schedule.

(5) K-12 Chemical Hygiene Officer (CHO): (footnote: 4)

The K-12 CHO shall be compensated annually in an amount equal to 7.25% of the tenth (10<sup>th</sup>) step of the Basic Salary Schedule.

(6) Professional Development Center Personnel: (footnote: 2)

- (a) There shall be full-time Professional Development Center personnel in the following areas:
  - 1. Professional Development Academy (PDA) Director / Educator Evaluation Coordinator
  - 2. PK-12 English/Language Arts Education Coach/Specialist
  - 3. PK-12 Math Education Coach/Specialist
  - 4. PK-12 Special Populations Inclusion Specialist/Coach
- (b) Professional Development Center personnel will work a school year equivalent in length to that of Teacher Leaders.
- (c) Professional Development Center personnel will be compensated in an amount equal to 10% of the tenth (10<sup>th</sup>) step of the Basic Salary Schedule.

(7) Nursing and Health Services Coordinator:

- (a) The Nursing and Health Services Coordinator will be recompensed pursuant to Article 41, Teacher Leaders, Section 2(e).
- (b) The Nursing and Health Services Coordinator will work one hundred eighty-six (186) days. These days shall be the one hundred eighty-two (182) days required of all teachers plus the four

- (4) week days before the opening of school for teachers or, in the alternative, days which are mutually agreeable among all parties concerned.
- (c) The term of service, selection process and eligibility for the position of Nursing and Health Services Coordinator shall be in accordance with Article 41, Teacher Leaders, Section 7.

(8) Dean of Students (9-12): (footnote: 3)

- (a) The Dean of Students (9-12) shall receive compensation on Step 10 of the Basic Salary Schedule plus compensation for any level of Article 38 Professional Service Increments and for any level on the Article 39 Scale of Graduate Credits for which he/she is eligible.
- (b) The Dean of Students (9-12) shall work a school year that is equivalent in length to that of Teacher Leaders (i.e. 182 school days plus an additional four (4) school days prorated)
- (c) The Dean of Students (9-12) shall work a school day that is forty-five (45) minutes greater in length than that of regular secondary teachers.
- (d) The Dean of Students (9-12) shall receive the equivalent of one (1) daily preparation period but shall forgo the daily supervisory period afforded regular secondary level teachers.
- (e) The Dean of Student (9-12) shall work up to six (6) late-afternoons and/or evenings to supervise school-related activities or events.

(9) Lead Teacher – Elementary Grades PK-4: (footnotes 4 & 5)

- (a) Lead teachers at each elementary school shall be assigned as follows:
  - i. Pre-Kindergarten – one (1) from district
  - ii. Kindergarten at each school
  - iii. Grade 1 at each school
  - iv. Grade 2 at each school
  - v. Grade 3 at each school
  - vi. Grade 4 at each school
- (b) Lead Teachers shall be compensated annually in an amount equal to 3% of the tenth (10<sup>th</sup>) salary step.
- (c) Lead teachers shall be released from their teaching duties during one (1) day per academic trimester for embedded professional planning grouped by grade level assignments.
- (d) Lead Teachers will serve as an instructional planning resource to teachers, common planning cohort groups and School Improvement Teams.
- (e) The focus of all planning activities shall be in accordance with the District Strategic Plan.
- (f) Lead Teachers may only serve in the grade level to which they are assigned to teach.

(10) Registered Nurses & Licensed Practical Nurses

- (a) RNs/LPNs are members of the WWPS educational community whose responsibilities include the enhancement of the students' educational experience through medical/health support services but such RNs/LPNs shall not supplant the services of teachers or teacher assistants.
- (b) The employment of RNs or LPNs shall be determined as part of each special-needs student's I.E.P. process or as part of some equivalent legally prescribed process (i.e. 504).
- (c) All duties and responsibilities of such RNs and/or LPNs shall be to attend exclusively to the medical supervision and care of their assigned special-needs patient(s) and shall not include any duties and responsibilities of an educational nature that would ordinarily fall within the parameters of the adopted School Health Program (i.e. those duties and responsibilities requiring the exclusive services of a certified school nurse-teacher).

- (d) RNs/LPNs shall not be assigned a supervisory period and shall be exempt from covering classes as set forth under Article 32 (Teachers Covering Classes) but must be assigned a preparation period or its equivalent.
- (e) Article 37 (Basic Salary Schedule) shall be modified for all RNs/LPNs as follows:
  - i. RN w/ Bachelor's Degree in Nursing/Health Related Field: One hundred percent (100%) of Article 37 Salary Step Schedule
  - ii. RN: Eighty-five percent (85%) of Article 37 Salary Step Schedule
  - iii. LPN: Sixty-five percent (65%) of Article 37 Salary Step Schedule
  - iv. Salary Step placement for RNs/LPNs shall give credit for the number of years of documented service as a RN/LPN in Rhode Island.

(11) Certified Occupational Therapy Assistants (COTA)

- (a) The employment of any COTA shall not result in the reduction of any WWPS Occupational Therapist – Registered (OTR) staff and at no time shall the ratio of COTAs to OTRs exceed one (1) COTA per every two (2) OTRs.
- (b) The duties and responsibilities of such COTAs shall be strictly related to those outlined by the RI DOH Rules and Regulations for Licensing Occupational Therapy Assistants [R5-40.1-OCC].
- (c) The occupational therapy care of all students who require such service must be performed by an OTR at least once per month for the duration of one therapy session and all COTAs must be supported by an OTR while providing occupational therapy care to students at least once per week for a minimum duration of one therapy session.
- (d) COTAs shall not be assigned a supervisory period and shall be exempt from covering classes as set forth under Article 32 (Teachers Covering Classes) but must be assigned a preparation period or its equivalent.
- (e) Article 37 (Basic Salary Schedule) shall be modified for all COTAs as follows:
  - i. Sixty-five percent (65%) of Article 37 Salary Step Schedule
  - ii. Salary Step placement for COTAs shall give credit for the number of years of documented service as a Certified Occupational Therapy Assistant in Rhode Island.
- (f) If any COTA employed by the WWPS earns full certification/licensure as an OTR then they shall be elevated to the position of OTR prior to the start of the next full school year and shall enjoy all of the full rights and privileges of an OTR of the WWPS in accordance with this Contract.

(12) Teacher Mentor Coordinator: (footnotes 4 & 6)

- (a) There shall be one (1) district-wide Teacher Mentor Coordinator.
- (b) The Teacher Mentor Coordinator shall coordinate new teacher and teacher mentor training activities and provide professional support to teacher mentors and mentees.
- (c) The Teacher Mentor Coordinator shall be compensated annually in an amount equal to 7.25% of the tenth (10<sup>th</sup>) step of the Basic Salary Schedule.
- (d) The Teacher Mentor Coordinator shall not be assigned extra-duty, supervisory/non-teaching assignments subject to isolated emergency needs as determined by the building Principal.



- (e) The Teacher Mentor Coordinator shall work one hundred eighty-four (184) days. These days shall be the one hundred eighty-two days (182) required of all teachers plus two (2) week days before the opening of school for teachers.
- (f) The Teacher Mentor Coordinator shall report to the Superintendent of Schools or his/her designee.

(13) School Improvement Leaders: (footnotes 4 & 5)

- (a) There shall be one (1) School Improvement Leader at each elementary school and two (2) School Improvement Leaders at both the middle school and high school.
- (b) School Improvement Leaders shall serve as the chairperson or co-chairperson of the building School Improvement Team and will work collaboratively with building administrators, union representatives and teachers surrounding school improvement issues.
- (c) School Improvement Leaders shall be compensated annually in an amount equal to 3% of the tenth (10<sup>th</sup>) salary step.
- (d) School Improvement Leaders shall not be assigned extra-duty, supervisory/non-teaching assignments subject to emergency needs as determined by the building Principal.

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*Common Footnotes for Article 42*

*Footnote 1: Compensatory days or compensatory time shall be limited exclusively to those staff members in Subsection 2 above, unless mutually agreeable to the contrary by the Superintendent of Schools and the President of the Alliance. No such request by the Superintendent for such days or time shall be unreasonably denied.*

*Footnote 2: Appointments to these specialty positions shall be made on the basis of qualifications, not on the basis of seniority, the contrary provisions of Article 7-2(a) notwithstanding. The current PDA Board of Directors shall serve as the screening committee for the purpose of making recommendations to the Superintendent for appointment of in-house staff applicants to these positions.*

*Footnote 3: Appointment to this specialty position shall be made on the basis of qualifications, not on the basis of seniority, the contrary provisions of Article 7-2(a) notwithstanding.*

*Footnote 4: Positions are subject to appointment or reappointment every three (3) years following the posting of all positions pursuant to Article 7-1(a) of this Agreement, however, the term of service for those who have been appointed may be extended into additional three (3) year terms at the discretion of the Superintendent.*

*Footnote 5: Candidate selection shall be made by a building-based management/labor committee mutually developed by the Building Principal and the WWTA Building Representative.*

*Footnote 6: Candidate selection shall be decided by a district-level management/labor committee mutually developed by the Superintendent and the Alliance President.*

## **ARTICLE 43 - NON-TEACHING DUTIES**

The Committee and the Alliance shall jointly continue to investigate the prospect of relieving teachers from non-teaching duties. Such investigation shall include the following existing categories of exclusive and mutually agreed to non-teaching duties: yard duty, corridor and/or lavatory duty, money collections,

lunch/cafeteria duty, locker room duty bus duty and Case Management Periods\*. However, when the results of said investigation are mutually agreeable to the Committee and the Alliance, any changes to such existing non-teaching duty/duties shall be incorporated by reference into and made a part of this Agreement. No regular classroom teacher at the elementary level shall be assigned cafeteria duty during the lunch periods; additionally, other teachers who are assigned lunch/ cafeteria duty on a given day shall be assigned no other non-teaching duty during that day.

*\*Case Management Periods may be assigned when practical, up to two (2) times per week/schedule rotation and shall be used for the purpose of conducting transition IEP assessments, surveys and interviews as well as to complete Rhode Island Alternative Assessments. Such Case Management Periods must be assigned on a fair and equitable basis within a given school.*

#### **ARTICLE 44 - CLASSROOM INTERRUPTIONS**

Whenever practicable, classroom interruptions which disrupt the educational process are to be permitted only in the case of an emergency or as a result of unavoidable administrative necessity.

#### **ARTICLE 45 - PRINTING OF CONTRACT**

The Committee agrees to assume the full cost of printing this Contract in booklet form. The Alliance agrees to bear the responsibility of distributing a copy of this Contract to each of the certified personnel and distributing two (2) copies to each building principal and assistant principal and further distributing a minimum of thirty (30) copies to the Central Office and to each new member hired by the Committee.

#### **ARTICLE 46 - SAVINGS CLAUSE**

1. If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiations with the Alliance.
2. 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.
3. All previous and prospective Memoranda of Agreement, Understanding and related Contract Agreements, etc. that have continued to be in effect and that are neither inconsistent with nor contrary to any of the terms of this Agreement shall continue in full force and effect to the extent possible until such time that the parties mutually recognize and agree in writing that any or all such Memoranda (or parts thereof) have expired or shall expire. Furthermore, all such Memoranda shall be incorporated by reference into and made a part of this Agreement.
4. The invalidity of one (1) or more phrases, clauses, sentences, paragraphs, articles, sections or subsections contained herein shall not affect the remaining portions of any part thereof, and, in the event that any one (1) or more of the phrases, clauses, sentences, paragraphs, articles, sections or subsections should be declared invalid by the final order, decree or judgment of a court, tribunal, arbitrator, commissioner or regents of competent jurisdiction, the rest shall be construed as if such invalid phrases, clauses, sentences, paragraphs, articles, sections or subsections had not been inserted. If the invalid language shall be duration/time language, it shall be reduced by construction or

expanded by construction, as the case may be, by the minimum amount necessary to create a valid duration/time clause, and the parties so stipulate and agree.

#### **ARTICLE 47 - DURATION OF THE AGREEMENT**

This Agreement and each of its provisions shall be in effect as of September 1, 2012 and shall continue in full force and effect until and inclusive of August 31, 2015 or until such time that the parties reach mutual agreement on the subsequent Agreement effective September 1, 2015, unless such an extension is otherwise prohibited by law

#### **ARTICLE 48 - SUCCESSOR AND ASSIGNS**

This Article, this Agreement and the documents incorporated into this Agreement by reference shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors, assigns or legal representatives. The parties agree that no transfer or use of real property, personal property or personnel relating to this Agreement will take place without the written assumption of all terms hereof. The parties further acknowledge that this Agreement is agreed to with the possibility of merger or regionalization in mind. Any such merger or regionalization in violation of this Agreement shall constitute, at the option of the Alliance, a material breach of this Agreement. The Alliance shall have the right to obtain injunctive relief for violation of the terms of this Article, without prejudice to any other right or remedy of the Alliance, and the terms of this Article shall survive the termination or the attempted termination of this Agreement. No waiver, modification or amendment of any provisions of this Agreement shall be effective unless agreed to, set forth in writing, and signed by the respective parties.

#### **ARTICLE 49 - COMMITTEES, TEAMS AND COUNCILS**

The Committee and the Alliance agree that, as inducement for certified teachers to participate and serve on the committees, teams or councils specifically set forth under Section 1(a) below, teachers shall be compensated for their pre-authorized work on said committees, teams or councils under this Agreement or related Agreements as follows:

1. Scope and Limitations:

(a) Compensation, as set forth in Section 3 below, shall be provided for pre-authorized task-oriented or product-driven professional services which are in preparation for and/or as a follow-up to the discussion or policy meetings of the following school-based or systemwide curriculum, advisory or policy committees, teams or councils (or by any other names):

1. Schools Improvement Teams (SIT)
2. Curriculum Councils
3. Systemwide Grade Teams
4. Textbook Review Committees
5. Discipline Code Committees
6. Accreditation Committees (i.e. NEASC; SALT; etc.)
7. Response to Intervention (RtI) Teams
8. District Management Information Committee
9. Technology Planning Committee
10. Professional Growth and Development Committees

11. All other school-based committees, teams or councils mutually established or to be mutually established by the Superintendent of Schools and the Alliance President.
  - (b) There shall be no compensation for time spent by teachers at the discussion or policy meetings of the above-listed committees, teams or councils. Furthermore, time spent on Faculty Advisory Committees and/or on Employee Search or Screening Committees shall be strictly on a voluntary basis and without compensation.
  - (c) It is understood that at no time shall any curriculum, advisory or policy committee, team or council engage itself in any undertakings concerning the subjects of changes in salaries, wages, hours, working conditions or other terms of professional employment, which subjects are legally prescribed and reserved exclusively for the parties properly engaged in the collective bargaining process.

## 2. Composition and Organization:

- (a) The composition and organization of the school-based committees, teams and councils governed by this Article shall be as follows:
  1. There shall be an open selection process to be mutually developed, established and conducted by the building principal (or the appropriate director where there is no principal) and the Alliance building representative.
  2. Teacher membership on committees, teams or councils, shall be limited to a number fixed by mutual agreement between the building principal/director and the Alliance building representative.
  3. The building principal/director may select a willing teacher or teachers to facilitate the planning for the initial (discussion or policy) meeting and/or to prepare pertinent and relevant materials in preparation for said initial meeting. There shall be compensation, as set forth in Section 3 below, for the time spent in such facilitation and/or preparation.
  4. All committees, teams or councils shall select their own chairperson or shall serve as a committee of the whole.
  5. All committees, teams or councils shall select one (1) of its members to record, publish and maintain the minutes of all formal discussion or policy meetings.

## (b) System-wide Committees, Teams or Councils:

The composition and organization of all system-wide committees, teams or councils shall be set solely at the discretion of the West Warwick School Committee (or the Superintendent of Schools as its designee) provided, however, that the Alliance first be consulted with respect to which teachers might be appointed to serve and participate on said committees, teams or councils.

## 3. Methods of Compensation:

- (a) In lieu of monetary compensation, the administration may provide teacher members with released time from their teaching and non-teaching duties, at full or half day increments, during the regular school day. Such release time shall not exceed the equivalent of five (5) full days in any school year absent mutual agreement between the Superintendent and the Alliance President.
- (b) Compensation for pre-authorized work to be rendered by teacher members outside of the regular school day or during their regularly scheduled preparation period shall be at the current rate of pay set forth under Article 32 (Teachers Covering Classes) of this Agreement.

## 4. Oversight:

Oversight of all the committees, teams or councils specifically governed by this Article shall be conducted jointly by the Superintendent of Schools (or designee) and the Alliance President (or designee), each of whom shall serve in an ex-officio capacity on said committees, teams or councils.

## **ARTICLE 50 – RESPONSIBILITIES OF THE COMMITTEE**

The Alliance acknowledges that the Committee is charged with the statutory responsibility of managing the West Warwick School System. Nothing contained within this Article shall be construed to limit the legally permissible rights and duties of the parties under this Contract and pursuant to the Certified School Teachers' Arbitration Act, RIGL 28-9.3-1 as amended from time to time.

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### **APPENDIX - A**

#### **Benefit/Coverage Summary of Standard PPO Plan**

(More specific benefits/coverages are set forth under the *Subscriber Agreement in effect* during the life of the Contract)

#### **COVERAGE GUIDELINES:**

50% Cov for OP BHCD for RI or Othr Plans Non-Ntwk PPO Prov; 80% Cov all Svc Othr RI or Othr Plans Non-Ntwk PPO Prov up to an OOP Mx \$3000 I/3 Per Fam Calyr Aggr BT Hosp & Surg-Med LOB Excl Pedi/IVF/BH/CD; Cov Infertility Treatment

#### **HOSPITAL COVERAGE:**

Unlimited Days of Care (includes medical/surgical and Inpatient Mental Health Care)

Semi-Private Room

Emergency Room Care (no authorization required)

\$100 Emergency Room Care Co-payment (waived if admitted)

#### **SURGICAL/MEDICAL COVERAGE:**

12 Chiropractic Visits

Durable Medical Equipment (80% coverage; no dollar maximum)

Diagnostic Tests, Lab and X-Ray Coverage Including Mammograms and Pap Tests

Office Visit Coverage

Inpatient/Outpatient Surgery, Anesthesia Coverage

Maternity Care

\$15 Office Visit Co-payment Per Individual Session for Outpatient Behavioral

Health/Chemical Dependency; \$15 Office Visit Co-payment Per Group

Session for Outpatient Behavioral Health/Chemical Dependency

\$15 Office Visit Co-payment (including chiropractic visits)  
\$15 Office Visit Co-payment for Allergy and Dermatology  
\$15 Urgent Care visit  
80% Cov to MM Like Benefits when Packaged w/Preferred Rx Opt 2 (Clinic, Home Inf, Home Care, Prosth, DME, PDN, Card Rehab, Amb, Prof Ther, Oxy, Supplies);

### **PREVENTIVE CARE:**

Mammograms  
Pap Tests  
Well Baby Care - \$15 Co-payment Per Visit, then 100% Coverage Up to Allowance

### **PRESCRIPTIONS:**

30 units (1 month) supply at \$7 co-pay for generic drugs, at \$25 co-pay for brand name drugs on preferred list, and at \$40 co-pay for brand name drugs on non-preferred or specialty lists; 3 co-pay amounts for 100 units (3 months) supply of mail order drugs; 1 co-pay amount for 100 units (3 months) supply at network pharmacies; \$7 generic/\$25 brand name/\$40 non-preferred or specialty per month supply for submitted injectables at network pharmacies; 20% co-pay for oral and injectable drugs; specialty drugs purchased outside of network specialty pharmacies covered at 50% co-pay (20% co-pay for infertility drugs – per State Mandate); drugs purchased at non-network pharmacies not covered (except for specialty drugs noted above); drugs for cosmetic not covered; quantity limits for certain conditions (less than 30 days) for certain medications (i.e. migraine medications) may apply, when clinically appropriate; dosage forms for certain drugs may apply -- dosage forms designed to achieve physician's prescription order while dispensing medication in cost-effective manner (eg. 2 twenty-milligram tablets dispensed instead of 1 higher-priced 40-milligram tablet of same medication)

### **MISCELLANEOUS BENEFITS:**

Student Coverage to Age 26  
No Lifetime Maximum

80% Coverage for Outpatient Labs and X-Rays from a Hospital Non-Network Provider  
Mandatory Organ Transplant Coverage: 100% coverage for eligible costs associated with kidney, cornea, allogenic bone marrow, heart, lung, liver, pancreas and small intestine transplants.

Radiation Therapy Services Paid in Full

\$200 Deductible Per Person (3 Per Family Maximum) Per Calyr for Services

Rendered by RI Non-Network Providers or other plans Non-Network PPO Providers

Managed Benefits Program: Authorization is obtained from providers who participate directly with the healthcare carrier; members responsible for obtaining pre-authorization when using the health care carrier's PPO providers who do not participate directly with the healthcare carrier or from non-network providers.

Routine Eye Exams: \$15 co-payment – one routine exam per year at network providers (medically necessary exams as needed); reimbursed at the health care carrier's allowance minus a \$15 co-payment at non-participating optometrists/ophthalmologists; 80% after deductible for non-participating routine exams only

Eyeglasses and Contact Lenses: reimbursement up to a maximum of \$100 for one prescription eyewear purchase per calendar year

Inpatient Chemical Dependency:

Detox: up to 5 admissions or 30 days in any calendar year, whichever comes first

Rehab: hospital or community residential care services for chemical dependency treatment covered up to 30 days in any calendar year

Outpatient Mental Health: up to 30 visits per member, per calendar year (medication visits are unlimited)



Outpatient Chemical Dependency: limited to 30 hours per member, per calendar year for facility-based or office-based counseling  
 Physical, Speech & Occupational Therapy - Outpatient : 100% coverage after a hospital stay in the outpatient hospital department; 80% coverage in a provider's office  
 Private Duty Nursing & Ambulance: 80% coverage  
 Municipal Ground Ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co-payment, co-ins and/or deductibles; members responsible for balances over the healthcare carrier's allowance when using non-participating municipal ambulance companies  
 Air and Water Ambulance: reimbursement based on the healthcare carrier's allowance and subject to any applicable co-payment, co-insurance, and/or deductibles; maximum benefit of \$3,000 per occurrence applies; members responsible for any charges exceeding \$3,000 maximum  
 Home & Hospice Care: 100% coverage; in lieu of hospitalization; included doctor nurse, home health aide visits and home infusion therapy  
 Dependent Coverage: spouse and unmarried children through the year in which they turn age 19 (or age 26 if a full-time student)

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## APPENDIX - B

Both parties hereby acknowledge that Appendix B contains any and all Memoranda of Agreement between the parties as of the date of ratification (March 20, 2012) of the collective bargaining agreement dated September 1, 2012 through August 31, 2015. Any purported Memoranda of Agreement dated prior to the above referenced ratification date that is not included in this Appendix is hereby agreed to be null and void and of no force or effect. This Appendix and the Memoranda of Agreement contained herein may be added to or deleted by mutual agreement of the parties, in writing, after the ratification date documented hereinabove and during the life of this Contract.

The Memoranda of Agreement which shall be incorporated into this Contract as of March 20, 2012 and contained in Appendix B are referenced herein by date of execution and title/description as follows:

	<u>Date Executed</u>	<u>Title/Related to</u>
1	March 1, 1983	Re: Computation of Seniority for Teachers on Layoff Pursuant to Article 22
2	May 8, 1989	Re: Change in Number of Daily Periods at WWHS (and related amendments)
3	December 11, 2002	Re: Article 42-1 Athletic Director - Phil Kershaw
4	March 11, 2008	Re: Establishment of Advisory Structure at Middle and High School Levels
5	March 10, 2009	Re: Pursuant to Article 15; Utilization of Paid Leave
6	March 24, 2009	Re: Pursuant to Article 9; Operation of Professional Development Academy
7	May 11, 2010	Re: Group 1 Participants to Race to the Top (Round 2)
8	May 11, 2010	Re: Changes to Opening and Closing Times of Schools
9	July 12, 2010	Re: 2011-12 Implementation of a RIDE Approved Teacher Evaluation System
10	July 12, 2011	Re: Collaborative Model for Inclusion Service Delivery
11	March 20, 2012	Re: Limited Waiver/Modification of Article 21 (Class Size Limits)

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**IN WITNESS WHEREOF**, we, the undersigned signatories, hereunto set our hands and seals in duplicate originals to this Contract, as revised, on this 20th day of March, 2012.

**For the West Warwick School Committee:**

**For the West Warwick Teachers' Alliance:**

\_\_\_\_\_  
James A. Williamson Jr., Chairperson (signatory)

\_\_\_\_\_  
Sean J. Doyle, President (signatory)

Sean M. Murphy, Vice Chairperson

Patricia H. D'Alfonso, Elementary Vice President

Elizabeth B. Brunero, Clerk

William J. Izzi, Secondary Vice President

Vincent D. Bradley

Marc P. Leblance, Treasurer

Joseph Florio, Jr.

Paul J. Bovenzi, Secretary

Attest:

Attest:

\_\_\_\_\_  
Its:

\_\_\_\_\_  
Its: