

CONTRACT
BETWEEN
THE SCHOOL COMMITTEE
OF THE
CITY OF WOONSOCKET, RI
AND THE
WOONSOCKET TEACHERS' GUILD
LOCAL #951
AMERICAN FEDERATION OF TEACHERS
AFL-CIO

JULY 1, 2021 - JUNE 30, 2024

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Chairperson

Amie Costa
Committee Member

Donald Burke
Vice-Chairperson

Alan Leclaire
Committee Member

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Committee Member

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Teachers' Guild

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Brad Peryea
Director of Finance and
Administration

Angela Holt, Ed.D.
Director of Curriculum Development

Michelle Dargon
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Labor Relations

Sara A. Rapport, Esq.
Attorney for the Woonsocket School Committee

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The School Committee of the City of Woonsocket, Rhode Island, hereinafter called "the Committee" and the Woonsocket Teachers' Guild, Local #951, American Federation of Teachers, AFL-CIO, hereinafter called "the Guild" or "Union," and

WHEREAS both parties above named believe in the importance of public schools as an agency for the preservation and extension of our democracy; and

WHEREAS the parties to this Agreement have a common goal -- that of providing the best possible public education for all children; and therefore agree effective this first day of *July*, 2021, to implement the terms of this Agreement to the best of their abilities.

THEREFORE the parties agree as follows:

ARTICLE I - Scope of Agreement

- 1-1.01 This Agreement shall apply to all teachers as defined by Rhode Island General Laws § 16-12-1.
- 1-1.02 It does not apply to the Superintendent of Schools or his/her assistants.
- 1-1.03 It does not apply to Principals and Assistant Principals.
- 1-1.04 It does not apply to per diem substitutes.
- 1-1.05 Part time teachers shall be covered by the same terms and conditions of this Agreement as full-time employees. However, said terms, conditions and benefits shall be provided at a rate commensurate with the ratio of time worked.
- 1-1.06 The Agreement shall apply to teachers who serve in a position under Appendix B subject to the following conditions: (1) all teachers in an Appendix B position shall be evaluated annually by the Principal or his/her designee if the athletic or club activity serves a specific building, or by the Superintendent or his/her designee if the athletic or club activity does not serve a specific building; and (2) any grievance by the teacher regarding a matter relating to his/her service in the Appendix B position shall not be subject to appeal beyond the Committee level, such that Committee decision shall be final and binding and in no circumstances subject to arbitration as provided for under Article XI.

ARTICLE II - Union Recognition and Rights

Section 1: Union Recognition

- 2-1.00 The Woonsocket School Committee recognizes the Woonsocket Teachers' Guild, Local 951, American Federation of Teachers, AFL-CIO, as the sole bargaining agent for all teachers of the Woonsocket Education Department. Throughout this Agreement, the Woonsocket Education Department shall be referenced as "Department" or "Administration" interchangeably.

Section 2: Dues Deductions

2-2.01

Membership in the Guild shall be determined by each individual employee. The Committee agrees to deduct dues to be paid to the Guild from the salaries and/or wages of those persons who are members of the Guild (hereafter "Members"), provided that each such Member individually and voluntarily authorizes the Committee to do so in writing. A copy of each such written authorization shall be maintained in the personnel file of each Member. The Guild will notify the Department thirty (30) days prior to any change in the dues amount to be deducted from a Member's salary and/or wages. The Department will discontinue such deductions if notified by the Guild in writing. If the Department receives such notification from the employee directly, it shall discontinue deductions and refer the employee to the Guild.

2-2.02

The Guild is fully responsible for any objection by the employee regarding his or her dues, fees and assessments. The Guild shall indemnify, defend, and hold harmless the Committee and any and all of its agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for any and all legal costs that may arise out of or by reason of action taken or not taken by the Committee in complying with this Article. If any improper deduction or failure to make such deduction occurs, the Guild shall deal directly with its Member to make whatever refund or deduction the Member and Guild deem just.

2-2.03

The Department shall make available to the Guild the address and assignment of these teachers.

Section 3: Building Use

2-3.01

The Guild may have the right to use school buildings for meetings provided that such use does not interfere with or hinder the instructional program in any way. The Principal involved must be notified at least three (3) days in advance of the time and place of such meetings, except in cases of emergency. If the use of said school building or buildings by the Guild results in any expense to the Committee for utilities and/or custodial services, the Guild shall reimburse the Committee for such expense.

2-3.02

If the above conditions are complied with and if the building is not being used on the particular day requested, it can be expected that permission will be granted.

2-3.03

However, the Guild shall not be required to make any reimbursements to the Committee for building use for its three (3) scholarship programs or annual election, limited to a maximum use of four (4) days.

Section 4: Distribution of Guild Materials

2-4.00

The Guild shall have the right to distribute to its members, by use of the teachers' mailboxes, Guild bulletins, leaflets, and pamphlets. Students shall not be used for distribution of Guild materials.

Section 5: Bulletin Boards

2-5.00 Space shall be made available to the Guild on bulletin boards in teachers' rooms for the purpose of posting notices and bulletins relative to the activities of the Guild. The Principal shall be shown the material prior to posting.

Section 6: Discrimination

2-6.00 No member shall be discriminated against because of membership in or participation in activities on behalf of the Guild.

Section 8: Union Conference Leaves

2-8.01 In instances where the attendance of an officer of the Union is required for conference at the request of the administration, he/she shall be released from his/her teaching duties with no loss of pay.

2-8.02 Where the request is initiated by the Union president for reasons of an emergency nature and with the permission of the Superintendent, or his/her designee, he/she may be released from his/her teaching duties with no loss of pay.

Section 9: Union Delegate Leaves

2-9.01 No more than five (5) members of the Union shall be allowed to attend meetings as official delegates of the Union with no loss of pay.

2-9.02 No more than fifteen (15) days in total shall be used during the school year for such meetings.

2-9.03 No more than three (3) members from the same secondary school or two (2) members from the same elementary school may be released to attend any one meeting.

2-9.04 A written request must be submitted to the Superintendent, or his/her designee, five (5) days in advance of the meeting for which the leave is being requested.

Section 10: School Committee Agenda

2-10.00 A copy of the open Committee meeting agenda shall be made available to the Guild after it has been received by the Committee members; but at least twenty-four (24) hours before the Committee meeting.

Section 11: Released Time for Union President

2-11.00 The President of the Guild, or his/her designee, shall at his/her request be granted a reduced teaching schedule as follows:

A teaching schedule equivalent to 3/5ths of a regular teacher's program. The President of the Guild, or his/her designee, shall be paid as a full-time employee and the Guild will reimburse 2/5ths of salary, pension, and social security costs to the Department. Fringe benefits, seniority etc., will be maintained.

ARTICLE III - Employer's Rights

Section 1: Recognition

3-1.00 The Guild recognizes that in the operation of the Department, the Committee is charged by the statutes of the State of Rhode Island and policies promulgated by the Council on Elementary and Secondary Education of the Rhode Island Board of Education.

Section 2: Management Rights: Operation of Schools

3-2.01 The Guild, on behalf of all its members, agrees that it shall not, without permission, enter into union activities during school hours and that members will give their best efforts to their teaching duties and make such duties their primary interest.

3-2.02 The Guild recognizes the Administration's right to direct the operation of the schools.

3-2.03 It is understood and agreed by the parties that the Committee possesses the sole right to operate the school system and that all management rights repose in it and the Administration, but that such rights must be exercised consistently with the other provisions of this Agreement. These rights include but are not limited to the following:

- (a) Hire, assign, or transfer teachers;
- (b) Determine the educational policies of the school system;
- (c) Determine the methods, means, and number of personnel needed to carry out the educational policies entrusted to the Committee by law;
- (d) Introduce new or improved methods or facilities;
- (e) Change existing methods or facilities;
- (f) Establish and require adherence to rules and regulations, and;
- (g) Discipline and discharge for cause.

3-2.04 Nothing in this Agreement shall deprive the Committee of its responsibilities delegated to it by the laws of Rhode Island.

3-2.05 However, the Committee agrees that any revision in wages, hours, working conditions, and existing contractual items requires negotiation with the Guild prior to any implementation.

ARTICLE IV - Fair Practices

Section 1: Anti-Discrimination Clause

4-1.00 In accordance with Committee policy, there shall be no discrimination against any employee or any candidate for promotion on the basis of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, age, marital status, or either membership or non-membership in the Guild.

4-2.00 Policies adopted or maintained by any administrator shall not be inconsistent with the terms of this contract.

ARTICLE V – Classroom Management

Section 1: Exclusion and Re-admission

5-1.01 A teacher may exclude from his/her class a student who, in the teacher's opinion, is causing serious disruption. The teacher shall confer with the Principal or Assistant Principal to provide the necessary information concerning the problem and shall provide a statement of the problem in writing within twenty-four (24) hours. The administrator shall confer with the teacher prior to the re-admission of the excluded student to the class in which the incident occurred.

ARTICLE VI - Teachers and Their Duties

Section 1: Conditions

6-1.00 Teachers will carry out their duties only under safe and healthful conditions in the schools.

Section 2: Tardiness

6-2.01 Secondary-level teachers shall be present fifteen minutes before the time fixed for the morning session to begin; and if not so present, they shall report themselves to the Principal as tardy. Elementary classroom teachers shall be in their classrooms ten (10) minutes before the start of the students' school day and remain in their classrooms five (5) minutes after the end of the students' school day.

6-2.02 The teachers shall require the students to be promptly in their seats and shall begin and close the exercises of the school punctually, at the prescribed hour.

6-2.03 Accelerated Learning Community, Common Planning Time and Administrative Assignments

All elementary teachers shall participate in one 1-hour meeting each week, either before the start of the workday or after the end of the workday, at the discretion of the building Principal, for the purpose of reviewing data and instructional practices that will accelerate learning. Teachers shall be paid forty dollars (\$40) for each 1-hour meeting, with payment to be made quarterly. Accelerated Learning Community time shall sunset on June 30, 2024.

Elementary specialists not assigned to a classroom shall have a daily twenty (20) minute administrative duty assigned by the Principal before or after the students' school day.

Secondary teachers have thirty (30) minutes of common planning time (CPT) per day for 4 of 5 days, for a total of two (2) hours per week.

At Woonsocket Middle School (WMS), three (3) CPT sessions will occur in the afternoon after the students leave and one will be scheduled during the day (currently referred to as TDT). At WMS, teachers will be assigned duties of thirty (30) minutes per week on the day they do not have CPT.

At Woonsocket High School (WHS), four (4) CPT sessions will occur in the morning prior to the students' arrival. The Administration may assign duties before or after school on the day without common planning times. Any other duties will be on a volunteer basis of the faculty, organized by administration. Teachers may not leave the building during times designated as common planning time without permission from the building Principal. In those cases where a teacher is asked by the Principal, and volunteers to arrive early or stay beyond the contractual minutes for student supervision (e.g. bus duty, voluntary committee meetings, etc.), the teacher may recoup that time during the next school week. When volunteers are not forthcoming, the Principal may assign teachers who are not serving in another voluntary capacity to work additional time, such time to be recouped the following week. When feasible, assignments shall be rotating, made at least one week in advance, and shall be based on inverse seniority order.

The Common Planning Time agenda shall be set by the building administration based on school improvement plans. A log of attendance, agenda and minutes shall be kept for each common planning session.

Section 3: Care of Physical Properties

6-3.00 Teachers shall have special care and responsibility for school buildings, furniture, textbooks, apparatus, etc., and all other public property belonging to their premises.

Section 4: Charge of Teachers

6-4.01 During school hours teachers shall devote themselves to public school work, shall strive to inspire their students with an enthusiasm for study, and to impress upon their minds virtues of truth, patriotism, charity, temperance, industry, neatness, and order and shall foster and encourage parental involvement.

6-4.02 To this end, teachers shall give needed assistance when requested by students after the regular school day.

Section 5: Interruptions

6-5.00 Teachers shall not allow themselves to be interrupted in their work by prolonged interviews, even on matters relating to the schools, nor shall they allow the suspension of their duties or changes in their programs by visits of other teachers or personal friends.

Section 6: Dismissal of Students

6-6.00 In no case shall teachers dismiss students before the regular hour without permission from the Principal.

Section 7: Teacher Meetings

6-7.01 Teachers shall not be required to attend more than one (1) one-hour meeting per month. These meetings shall not exceed one hour beyond the close of the teacher's workday.

Upon the agreement of the Superintendent and the President of the Guild, an emergency meeting(s) may be called for special circumstances. Teachers who are required to submit direct service logs or administrative time studies for Medicaid reimbursement will be required to also attend any and all relevant training sessions. This training may count toward professional development contact hours.

6-7.02 It shall be the duty of the teacher to attend punctually all meetings and no excuse for absence will be allowed other than would justify an absence from a regular session of school.

6-7.03 Notice of such meetings shall be given two (2) days in advance of such meetings except in an emergency situation.

6-7.04 Teachers who are enrolled in educational courses which require their attendance during an afternoon session will be excused to fulfill course obligations. Verification of enrollment will be required.

6-7.05 All teachers will be required to participate in an orientation program the day before school opens.

Section 8: Use of Students

6-8.01 No student shall be sent on any errand during school hours without the consent of the Principal.

6-8.02 No student shall at any time be sent to locate students who are absent from their classes. However, a student may be used to report absences to the main office.

Section 9: Truancy

6-9.01 Teachers and attendance officers shall cooperate in the enforcement of the truancy laws and the ordinances made in conformity with them.

6-9.02 Immediate notice of cases requiring investigation shall be given to the attendance officer by the Principal of the building.

6-9.03 The Principal shall give the teacher a status report on the student's attendance.

Section 10: Enrichment

6-10.01 At the discretion of the Superintendent, or his/her designee, teachers may be allowed to visit other schools, attend workshops, institutes, or conferences in their subject matter area, expense to be paid by the individuals.

6-10.02 Teachers must report to the Superintendent, or his/her designee, on the visit, explaining the nature of the exercises they witnessed and time spent in each.

Section 11: Custodial Duties

6-11.00 Teachers shall not be required to perform custodial duties.

Section 12: Leaving Building

6-12.00 Teachers may leave the building during their unassigned periods with the permission of the school Principal or his/her designee, provided they sign out upon leaving and sign in upon returning. Permission shall not be withheld without valid reason. Teachers shall be required to return to school prior to dismissal.

Section 13: Instructional Planning

6-13.00 Teachers shall keep readily available, lesson plans or daily plan books for classroom instruction. Such instructional programs are subject to review by the Principal and/or immediate supervisor as well as for use by substitute teachers.

Section 14: Supervision of Classes

6-14.00 Teachers may not leave their classrooms without providing proper supervision of their students.

Section 15: Orientation Sessions

6-15.01 First year teachers in the Department shall be required to attend fifteen (15) hours additional professional development time, scheduled by the Administration supplemented by monthly orientation sessions when scheduled by their Principal, department chairperson and/or City-wide supervisor without additional compensation.

6-15.02 These sessions will be teacher involvement sessions designed for dialogue relative to school and educational issues.

6-15.03 Teachers will be encouraged to develop work guidelines during these sessions.

Section 16: Solicitation Policy

6-16.00 No teacher employed in any public school shall for any purpose whatsoever solicit, exact, or receive from any student in any public school any contribution or gift of money or article of value, or any pledge to contribute any money or article of value.

ARTICLE VII – Salaries

Section 1: Effective Date and Regulations

7-1.01 The salaries of all teachers covered by this Agreement are set forth in APPENDIX A.

7-1.02 The effective date of the salary provisions of this contract shall commence July 1, 2021.

7-1.03 No teacher employed by the Committee shall be paid a salary less than provided for in APPENDIX A –Teacher’s Salaries. Employees entering or leaving the system other than at the start or end of the school year, or working less than a full day, shall have any salary due them prorated by the appropriate amount of time worked.

7-1.04 Compensation for Extra-Curricular Duties and Services is set forth in APPENDIX B.

7-1.05 The enumeration of certain classes and types of extra-curricular services and duties set forth in APPENDIX B is not intended to prohibit payment for any other extra-curricular duties not specifically included therein.

7-1.06 The Committee may hire a candidate for any position at a step on the salary schedule that the Committee deems appropriate based on a candidate’s qualifications and related experiences. The Committee agrees to apply this practice consistently as to all candidates with comparable qualifications and experiences.

7-1.07 Teachers shall have the option to be paid in either twenty-two (22) or twenty-six (26) equal installments.

Section 2: Special Allowances - Travel and Longevity

7-2.01 Special allowances for travel shall be in addition to salaries. Travel expenses for itinerant teachers are set forth in APPENDIX C.

7-2.02 Longevity pay is set forth in APPENDIX D.

Section 3: Basic Salary Schedules

7-3.00 All salaries in APPENDICES A, B, C, and D shall include any and all state and federal grants to teachers as of the effective date of this contract. During the life

of this contract, the salaries in Appendices A, B, C, and D shall remain in effect independently of the continuance of such state and federal grants.

Section 4: Itemization

7-4.01 Each September, each teacher may ask what his/her total salary is for that year, itemized, so he/she may check the amount he/she is receiving for his/her base pay and all extra-curricular duties.

7-4.02 Upon request, a teacher will receive a letter of explanation when his/her pay is changed.

Section 5: Extra-Curricular Payment Method

7-5.01 Coaches shall receive payment for duties as approved by the Committee in a lump sum within three (3) weeks after the last game of the season and all required reports, equipment and uniforms have been accepted by the Administration. Extra-curricular advisors shall be paid no later than the last teachers' payroll of the school year.

Section 6 Severance Pay

7-6.00 Teachers who leave the district and have fifteen (15) years of teaching in Woonsocket are eligible to receive payments under this Section upon separation of service. The teacher will be paid for one-half of the total sick leave days that he/she has accumulated at the rates specified below:

Days	
0 – 60.0	\$ 50.00
61 – 75.0	\$ 75.00
76 – 107.5	\$100.00
Bonus Days	\$100.00-- for all days

Prior to receiving this benefit, a teacher who borrowed from the sick leave bank shall first reimburse the sick bank for days borrowed. This provision shall apply only to the extent of sick leave accumulated by said teacher. For a teacher to qualify for this benefit, the teacher must notify the Committee, in the form of a non-revocable letter of intent to retire, at least ninety (90) school days prior to the close of the school year. Teachers who provide a letter of retirement by June 1 of that year shall receive a flat rate of \$50.00 for one-half of the total sick leave days that he/she has accumulated.

7-6.01 Bonus Days will be paid out at the substitute rate per day upon separation of service for any reason. In the case of a leave of absence outside the district, payment will be held until terms of the returning policy 8-9.00 have been met.

Section 7: Substitutes

7-7.01 It is the policy of the Committee that a substitute teacher shall be hired to cover classes of regularly assigned teachers when they are absent.

7-7.02 The administrators of secondary and elementary schools shall keep a log of class coverage provided by each teacher who covers when a substitute cannot be assigned. This log shall be available for inspection by each teacher upon reasonable request.

7-7.03 At the end of each school year, teachers who have missed planning time shall be compensated at a rate of \$40.00 per preparation period. All missed planning time as well as make-ups must be recorded on a form approved by the Superintendent and authorized by the building Principal.

7-7.04 Teachers who cover a class during their preparation period shall be paid as follows: \$40.00 per hour for coverages within the teacher's area of certification and \$30.00 per hour for coverages outside of the teacher's area of certification.

Section 8: Compensatory Time

7-8.01 Compensatory time as described herein will apply to all teachers.

7-8.02 Compensatory time will be credited only for that time authorized by the appropriate building administrator and will be documented on time slips in hourly and/or period increments as appropriate for the building and situation.

7-8.03 All compensatory time earned, commencing with the first day of school through the last day of May in a given school year, must be taken within the following month or it will be forfeited. For all compensatory time which is earned in the month of June, teachers shall, at their discretion, either take such compensatory time or receive compensation at their current hourly rate of pay. Attendance Officers and individuals approved by the Superintendent who earn compensatory time shall have five (5) months to use such compensatory time.

7-8.04 Except in emergencies, at least 24-hour notice must be given prior to taking compensatory time. Teachers shall follow normal procedures for reporting absences.

ARTICLE VIII - Fringe Benefits

Section 1: Workers' Compensation

8-1.01 All employees covered by this Agreement shall be covered by the Workers' Compensation Act (General Laws 1956, Title 28, Chapters 29 through 38).

8-1.02 The teacher shall be paid the difference between the Workers' Compensation benefits and his/her regular rate of pay as follows:

- a. During the initial one (1) year period during which a teacher is collecting workers' compensation, the Woonsocket Education Department will pay the employee the difference between his or her regular base pay and the amount awarded through workers'

compensation, without deduction from sick leave. The Department will determine this differential amount through direct communication with its third-party administrator.

- b. After this initial one (1) year period, if the teacher continues to collect workers' compensation, the Department will pay the teacher the difference between his or her regular base pay and the amount awarded through workers' compensation by drawing upon and making deductions from the teacher's sick leave account, until that account has been exhausted. Teachers without accrued sick leave shall be treated as if on an unpaid leave of absence and shall receive only workers' compensation pay. If deductions from the workers' compensation pay appear to exceed adjusted gross pay, deductions will be taken in the following order: FICA/FICA-Med; pension; all taxes; garnishments; health insurance co-share payment; union dues; and then, any other voluntary deductions.
- c. Sick leave shall not accrue while an on-the-job injury continues.
- d. The benefits outlined above shall be applied once for each separate unrelated on-the-job injury.

8-1.03 Teachers suffering a work-related injury shall, in all circumstances where practical, notify the Department within two business days of such injury.

Section 2: Medical Insurance Plan

8-2.01 All employees covered by this Agreement shall be provided medical insurance benefits in accordance with the City-wide health care plan (with a \$10/\$20/\$30/\$50 prescription plan) as described in Attachment 1 to this Agreement. All employees covered by this agreement shall be provided the following medical insurance benefits:

- a. Delta Dental Plan - Level IV - Family Membership (Code 10,006)
- b. The Committee may provide medical insurance benefits equal to those described above from a source other than the current insurance carrier, but only after approval of the plan by the Guild.
- c. Vision Plan as described in Attachment 2 to this Agreement.

8-2.02 All active employees covered through the Department medical plan will pay a 20% co-share payment of the premium or working rate for medical coverage. The co-share payment shall be withheld in advance proportionately, at the discretion of the Department, from the employee's salary.

8-2.03 Employees who contribute towards the cost of medical coverage shall be eligible to participate in a Section 125 Premium Only Plan, as defined by the Internal Revenue Code.

8-2.04 This shall include teachers on leave of absence which do not exceed one (1) year. Those teachers on extended leaves without pay will not be included.

8-2.05 However, those teachers on leaves of absence without pay shall be allowed to maintain this coverage while on leave by paying the Department at the group rate. Payments under this section are due by the 15th day of each month. If the payment is not received by the due date, cancellation of this coverage shall result.

8-2.06 A new teacher will be provided with the medical insurance plan herein outlined effective the first day of the month following the date he/she begins to teach in the Department.

8-2.07 Any employee on an annual contract may waive the benefits listed in Section 8-2.01.

a. The Department must receive written notice of the employee's election to waive not later than August 1.

b. The waiver shall automatically be effective for twelve months.

Employees who are currently covered by a family plan may opt to have two (2) individual plans only when both individuals are employed by the Department and have no eligible dependents.

The term "medical coverage" throughout the Collective Bargaining Agreement shall mean all hospital, physician, dental, and other medical benefits and coverage.

8-2.08 Teachers who retire from the Department after June 1, 1983, and who are between the ages of fifty-five (55) and sixty-five (65) inclusive shall be allowed to maintain the coverage provided under Section 8-2.01 by paying the Department at the group rate, provided such coverage is otherwise available. Payments under this section are due by the fifteenth (15th) day of each month. If the payment is not received by the due date, cancellation of this coverage shall result.

8-2.09 Any teacher who is terminated, suspended, laid off, or whose contract is non-renewed, who appeals this action, shall be eligible to maintain the coverage provided for in Article 8-2.01 pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

8-2.10 Teachers on personal leaves of absence shall not be entitled to medical benefits except as provided for in 8-2.05.

8-2.11 The health insurance plan design benefits will not be changed through June 30, 2024 unless changes are required by the insurance carrier/administrator in which case the parties agree to meet and confer over same.

Section 3: Term Life Insurance

8-3.00 All employees covered by this Agreement shall be provided with a group life insurance policy having a face value of thirty thousand dollars (\$30,000) at no cost to the employees for those active as of July 1, 2021. Additional amounts can be purchased by the employee at the full premium rate.

8-3.01 All employees covered by this agreement shall be provided with a group Long Term disability insurance policy at FULL cost to the employee. This coverage will terminate upon receipt of a disability pension from the state pension system or separation of employment from the Committee. The teacher shall be eligible to maintain the coverage provided for pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Section 4: Sick Leave

8-4.01 Sick leave benefits are provided in order to lessen personal financial hardship and apply only in cases of bona fide personal or family illness, in which event fifteen (15) days per year shall be allowed, cumulative to two hundred (200) days. All teachers who terminate their service before the completion of a full school year shall have their current year sick days pro-rated for the amount of time worked. Teachers on an unpaid leave status or absent due to a work-related injury shall not be credited with the fifteen (15) sick days until such time as they return to work. Upon return, sick days that may be credited during a period of unpaid leave or absent due to a work-related injury shall be pro-rated to the amount of days worked during that school year.

Non-tenured teachers shall earn these days on a monthly basis and shall be credited with one and a half (1.5) day sick leave for each month worked. Any unused portion thereof shall be added to his/her accumulated balance in June; any days taken but not earned shall be paid back to the School Department. However, the cumulative balance cannot exceed the totals set forth above.

8-4.02 If a teacher does not use any sick days during the school year, he/she shall be credited with an additional five (5) days of sick leave for that school year, one (1) day absence receives four (4) bonus days, two (2) days absence receives three (3) bonus days, three (3) days absence receives two (2) bonus days, four (4) days absence receives one (1) bonus day, which will be kept in a separate "bonus" account. Teachers who have their pay docked for any reason shall forfeit the bonus days. This bonus account shall not be drawn upon until the teacher's regular cumulative balance has been exhausted. This provision shall be considered retroactive to the contract commencing 9/1/83.

Teachers may convert Bonus Days to compensation at the minimum substitute rate for each day. Teachers may cash in an amount of bonus days equal to double the amount earned in the previous school year. Requests must be made in writing no later than December 31.

- 8-4.03 Each September, every teacher may ask for the number of sick days he/she has accumulated as of the beginning of that school year.
- 8-4.04 Any teacher absent due to illness, who reports intent to return to duty after the time designated, and a substitute has been committed as a replacement, shall not report on that day with resulting loss of pay.
- 8-4.05 The Guild agrees to use its best efforts to correct abuse of sick or other leaves. Notwithstanding this cooperation, the Superintendent shall investigate a pattern of use that indicates misuse or abuse of sick time and shall impose and as appropriate recommend to the Committee the imposition of discipline if such misuse or abuse is established.
- 8-4.06 Absences during the summer, evening sessions and/or vacation periods, and special programs shall be without pay.

Section 5: FMLA and Long-Term Health-Related Leave

- 8-5.01 If a teacher is absent for more than five (5) consecutive days, then he or she shall submit certification from their health care provider to the Superintendent on a form to be provided by the Department, which in the case of a leave that qualifies under the Family and Medical Leave Act ("FMLA"), shall be on a FMLA Certification Form, also to be provided by the Department. In the case of a lengthy illness that continues beyond the period of job-protected leave set forth under the FMLA or the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"), i.e., 12 or 13 weeks) (hereafter "Long-Term Medical Leave"), the teacher shall submit Certification every fifteen (15) days on a form to be provided by the Department; this Certification, to be signed by the health care provider and the teacher, shall include responses to all lawful inquiries regarding the medical or health condition necessitating the leave, the anticipated duration of the leave, and any reasonable accommodations, other than a continued leave of absence, that might enable the teacher to return to work.
- 8-5.02 The Superintendent, or his or her designee, shall grant leave to teachers at full pay within the school year for a teacher whose presence is required by his or her immediate family or other person residing in the same household, due to serious illness. This leave shall be known as "Long-Term Family Medical Leave." The payment for Long-Term Family Medical Leave shall be deducted from the teacher's accumulated sick leave and shall run concurrently with any leave authorized under the FMLA or the RIPFMLA.

- 8-5.03 Medical coverage shall be provided to employees after all applicable sick days have been exhausted. Said coverage would be limited to one month of paid coverage (under the contractual terms that exist for said employee's coverage) for every two (2) full years of service in the Department.
- 8-5.04 Upon returning from job protected leave under the FMLA or the RIFFMLA, and provided that the teacher has not been laid off, non-renewed or terminated, the teacher shall be placed in the same position that he/she left; however, if the position no longer exists, then he/she shall be placed in as nearly a comparable position as is feasible.
- 8-5.05 If Congress adopts amendments to the FMLA or the General Assembly to the RIFFMLA, the Parties agree to meet and confer to review the impact of such changes on this Agreement.

Section 6: Temporary Leave

- 8-6.01 In event of the death of a parent, sibling, spouse/domestic partner, child, grandchild, in-law or close family relative, the member shall be allowed up to five (5) days of leave without loss of pay.
- 8-6.02 In the event of a call to jury duty, or in compliance with court requirements on behalf of others, absence shall be allowed with no loss of pay. But in no case shall this section apply if the teacher is appearing as a result of a criminal action brought against him/her in a civil case in which he/she is a party, unless the teacher must appear on behalf of the Department in a legal proceeding arising from his/her employment with the Department.
- 8-6.03 The Department may assign any member who is subject to a federal, state, or local quarantine or isolation order or to a similar directive from the Rhode Island Department of Health ("RIDOH") or the federal Centers for Disease Control (hereafter "Quarantine"), those work-related duties that can be carried out remotely i.e., through virtual teaching and learning, while under Quarantine. If there are no such work-related duties available or appropriate for that member, or if a member is unable to carry out any work-related duties because the member is incapacitated by the condition that is the basis for quarantine, including that he/she has contracted an infectious disease because of a "Pandemic" as defined by the World Health Organization or other comparable body ("Infectious Disease"), then the member shall be on paid leave for the duration of such Quarantine (hereafter receiving "Quarantine Leave"), and shall not be required to discharge any accrued sick leave, provided however, the member shall not accrue additional sick leave while on Quarantine Leave.
- a. This provision affording Quarantine Leave shall not apply to teachers who travel to a Travel Restriction Area, as set forth by the RIDOH, unless that teacher must travel to such Area to address a personal emergency, provided

that the teacher provides timely notice and evidence of the emergency to the Superintendent. Except for those teachers whom the Superintendent has thereby authorized to travel to a Travel Restriction Area for a personal emergency, teachers who travel to a Travel Restriction Area must, upon re-entry to Rhode Island, remain under self-quarantine for the full duration of the period set forth by the RIDOH and shall not return to work in person with only a negative test result; moreover if the Department does not or cannot assign remote work to the teacher, because such work is not available or not appropriate for the teacher, then the teacher shall discharge his/her accrued sick leave for the full period of the mandated Quarantine. Notwithstanding the foregoing, if the teacher has the Infectious Disease and cannot as a result carry out any work-related duties because of it, then Article 8-6.05b shall apply.

- b. If a member becomes ill from the Infectious Disease, and is unable to carry out work-related duties as a result of that illness, he/she shall submit written verification of the diagnosis from a health care provider and be placed on paid leave retroactive to the date the member isolated pending the positive result ("Infectious Disease Leave") for the duration of the illness or until he/she is able to work remotely or in person. The Department shall retain the right to require the member to be examined or have his or her medical records reviewed by a health care provider selected and paid by the Department to validate the diagnosis. The member shall be permitted to return to work in accordance with the guidance/directives by the RIDOH. A member on Infectious Disease Leave shall not be required to discharge any accrued sick leave, provided however, that the member shall not accrue any additional sick leave during such leave. Infectious Disease Leave shall run concurrently with any and all leave provided for under federal or state law, including without limitation the Americans with Disabilities Act and the Family and Medical Leave Act, but in no event shall a member be entitled to payment under any such laws in addition to payment under this Article 8-6.03b.
- c. Any teacher who is found to have intentionally provided inaccurate information about the need for Quarantine or Infectious Disease Leave, which need is set forth and defined by the RIDOH, shall forfeit the right to paid leave, and shall forfeit one sick day for each day that he/she has been awarded Quarantine or Infectious Disease Leave; in addition, such teacher may be subject to disciplinary action by the Superintendent or as appropriate, the Committee.
- d. All protocols and procedures to ensure compliance with public health mandates and best practices during any Pandemic shall be set forth by the Department in Committee Policy or Protocols, as may be amended from time to time, provided that in the event of a Pandemic, the Department shall establish a standing committee, to include Guild leadership, to review the

efficacy of any Policy or Protocols and to provide input on revisions as may be needed.

- 8-6.04 Teachers shall be allowed up to three (3) days' absence per year for their observance of religious holidays. Notification must be given at least one (1) day prior to taking this leave or pay will be deducted.
- 8-6.05 Teachers called for selective service physical and/or mental examinations shall be excused without loss of pay.
- 8-6.06 In the event an employee needs additional days beyond those specified in the contract, additional day(s) allowance *shall* be granted with said extra days to be deducted from sick leave. These days will not impact the sick day bonus account language (8-4.02).
- 8-6.07 Teachers shall be allowed two (2) days leave each year for personal reasons without loss of pay. The Superintendent or his/her designee must be notified one (1) day prior to taking such leave.
- 8-6.08 A teacher may carry forward to a subsequent year a maximum of four (4) personal days from any and all prior years. Thus, a teacher can never have more than six (6) personal days in any year.
- 8-6.09 During the life of this contract, the Guild will work with the Superintendent to avoid any excess demands for personal days on any one day that would result in the Department not being able to cover classes.
- 8-6.10 Teachers wishing to participate in a buy-back plan for personal day(s) may do so by requesting, in writing, that the Department pay them at the minimum substitute rate per day in exchange for their personal day(s). Such requests shall be made by May 31.
- 8-6.11 When school is in session, weather conditions for travel to and from school shall not be valid reason for personal leave.
- 8-6.12 If during a period when a teacher is discharging sick or personal time, he/she is entitled to discharge temporary leave for bereavement, jury duty, or religious observance, the teacher shall discharge that temporary leave first before resuming the discharge of sick or personal leave.

Section 7: Parental Leave

8-7.01 Subject to Sections 8-7.03 through 8-7.07, a short-term parental leave shall be granted to a teacher upon the following conditions:

- a. Birth of child; or
- b. Acceptance of a foster child; or
- c. The adoption of a child.

Such a leave, which shall be for the purpose of childrearing, shall run concurrently with FMLA/RIPFMLA Leave, and shall not exceed one (1) year.

8-7.02 Subject to Sections 8-7.03 through 8-6.07, an extended parental leave shall be granted to a teacher upon the following conditions:

- a. Birth of child; or
- b. Acceptance of a foster child; or
- c. The adoption of a child.

Such a leave shall be granted for the purpose of childrearing and shall be granted for a maximum period not to exceed two (2) years.

If a teacher is granted an extended parental leave, she/he must work one (1) full school year after said leave terminates, and thereupon she/he shall be eligible to request a leave for one (1) year upon the birth of a second child, acceptance of a second foster child, or adoption of a second child.

The granting of a second year of such leave is at the discretion of the Committee. If granted, the leave must commence immediately upon the expiration of the preceding leave of one (1) year.

Any and all leave time under this section, 8-7.02, shall be available for request by the teacher only once during her/his career as a teacher in the Department.

8-7.03 Whenever a teacher requests a leave for child rearing (either upon the birth of a child, the acceptance of a foster child, or the adoption of a child), she/he must request either a short-term parental leave not to exceed one (1) year under Section 8-7.01, or an extended parental leave under Section 8-7.02.

- a. If she/he is granted a short-term parental leave:
 - 1. She/he shall not be entitled to request for the same child an additional short term parental leave, unless the initial short-term parental leave

was for a period less than one (1) year, in which case she/he may request additional leave for the same child if the additional leave and initial short-term leave do not exceed one (1) calendar year in toto. The request for the additional leave must be made one (1) week prior to the expiration of the initial leave and must commence immediately upon the expiration of the initial leave.

2. She/he shall not be entitled to request an extended parental leave under Section 8-7.02 for the same child.

b. If she/he is granted an extended parental leave:

1. She/he shall not be entitled to a short-term parental leave for the same child, and
2. She/he shall not be entitled to an additional extended parental leave for said child as stipulated in Section 8-7.02.

- 8-7.04 Beginning with the expiration of the FMLA/RIPFMLA Leave (at 12 or 13 weeks), any parental leave granted under section 8-7.01 or 8-7.02 shall be without pay and without any of the benefits included in this contract or otherwise available as fringe benefits except as provided for in Section 8-2.05.
- 8-7.05 Requests for any leaves under the child rearing provisions must be in writing and directed to the Superintendent or his/her designee thirty (30) days prior to condition giving rise to the request, said conditions being either the birth of a child, acceptance of a foster child, or the adoption of a child.
- 8-7.06 All leaves for child rearing must commence immediately when granted.
- 8-7.07 To clarify the foregoing, it is understood that in no event may a combination of a short-term leave and an extended parental leave be used for the same child.
- 8-7.08 A teacher who is granted a short-term or extended parental leave shall notify the Superintendent, or his/her designee, no later than February 1st of intention to return to teaching duties the following September.
- 8-7.09 Return from a short-term leave or an extended parental leave and provided the teacher has not been laid off, non-renewed or terminated may be postponed by the Committee until the beginning of the next school year, following the expiration of such leave.

In the case of short-term leave and provided the teacher has not been laid-off, non-renewed or terminated the teacher will be placed in the positions she/he left; however, if the position no longer exists, then she/he shall be placed in as nearly a

comparable position as is feasible. In the case of extended parental leave, the teacher must be placed in as nearly a comparable position as is feasible.

- 8-7.10 A teacher who elects under 8-7.01 a short-term parental leave must return to service before requesting another short-term parental leave for another child. The return to service must be for a period of time equal to the short-term parental leave previously received. The time extended by management under 8-7.09 shall not count in the determination of the time period under this section.

Section 8: Academic and Sabbatical Leaves

- 8-8.01 Academic and sabbatical leave may be granted to a teacher for full time graduate study in his/her teaching field, for a practicum or for other reasons of value to the Department for no more than two (2) semesters with the approval of the Committee, and subject to the following:
- 8-8.02 If a teacher has completed three (3) consecutive full time school years of service in the Department, and thereafter he/she receives a fellowship or scholarship requiring his/her absence from teaching duties to fulfill same, he/she shall be entitled to an academic leave for no more than two (2) semesters for such purpose. Such leave shall be without pay and without any other fringe benefits provided in this contract, except as provided in Article VIII, Section 2.04.
- 8-8.03 Sabbatical leaves may be granted only to teachers who have completed at least seven (7) consecutive full-time school years in the Department. Such leave shall be granted to a maximum of five (5) teachers at the same time.
- 8-8.04 All requests for such academic or sabbatical leaves shall be submitted to the Superintendent, or his/her designee, by February 1st preceding the school year for which leave is requested.
- 8-8.05 The Committee shall take action on all requests for such academic and sabbatical leaves no later than June 1st following application date.
- 8-8.06 A teacher on sabbatical leave shall be paid one-half of the salary rate that his/her employment would warrant. While on sabbatical leave, a teacher shall not be engaged in full time employment for compensation.
- 8-8.07 Every teacher who is granted a sabbatical leave must sign and fulfill a contract to return for one (1) year of service to the Department, or reimburse the Department for the amount of salary granted during the leave. This provision shall also apply to a teacher who receives specialized training in excess of \$1,000.00 paid for by the Department.
- 8-8.08 To insure no loss of pay on the salary schedule, a teacher shall be reinstated in his/her former positions, including extra-curricular, providing the positions he/she left still exist. If the positions that he/she left do not exist, the teacher shall be

placed in as nearly a comparable position as is feasible. Such leaves shall count for service on the salary schedule.

- 8-8.09 A teacher may request an unpaid leave of absence for reasons other than an academic or sabbatical leave by submitting such request in writing to the Superintendent fifteen (15) work-days prior to the commencement of such leave. If the basis for the request to assume a teaching position (public or private) within two-hundred (200) miles of Woonsocket, the Superintendent shall exercise his or her discretion and consider the best interest of the district to decide whether to grant or deny the teacher's request. If the basis for the request is for any other reason or to assume a teaching position (public or private) more than two-hundred (200) miles from Woonsocket, then the Superintendent shall grant the request. In all circumstances, if the leave is granted and the teacher seeks to return to Woonsocket the teacher shall provide written notice to the Superintendent by no later than February 1st of the school year preceding his/her return, and further provided that the teacher may participate in the Annual Assignment Meeting (Article X, Section 6) and apply to fill any vacant positions available.

Section 9: Returning Policy

- 8-9.00 Written notification of intention to return to duty shall also be required of every teacher who has been granted a year's leave of absence. This notification shall be submitted to the Superintendent, or his/her designee, no later than February 1st preceding the school year for which return is requested. A teacher who has been granted less than a full year's leave of absence must provide written notification of intent to return to duty at least 20 calendar days prior to the expiration of leave. Failure to notify by the due dates may result in termination of employment.

Section 10: Military Leave

- 8-10.00 A regular teacher who is a qualified member of a branch of the Armed Services will be allowed a leave not to exceed fifteen (15) school days in any one (1) school year to receive military training with the Armed Services under the following conditions:
- 8-10.01 Evidence is shown that this obligation cannot be carried out at a time when school is not in session.
- 8-10.02 The teacher shall forward to the Superintendent notification of such duties at the earliest possible dates.
- 8-10.03 The teacher shall provide evidence that such training has been completed satisfactorily.
- 8-10.04 During such leaves, a teacher shall receive the difference between schedule pay and the compensation he/she receives from reserve training, if the latter is less than his/her regular salary. There shall be no loss of fringe benefits.

8-10.05 Payments under Section 8-10.04 shall be made only after official military pay vouchers are submitted by the teacher.

Section 11: Military Service

8-11.01 If a regularly employed teacher should be called to service in the Armed Forces of the United States, a leave of absence without pay and fringe benefits shall be granted to cover the period of military service, not to exceed the term for which he/she was called.

8-11.02 Upon completion of such obligation, the teacher shall be reinstated to the positions that he/she left, providing the positions that he/she left still exist. If the positions that he/she left do not exist, the teacher shall be placed in as nearly a comparable position as is feasible.

8-11.03 The teacher's contract shall be in effect under the same conditions as if the teacher had been in the continuous service of the Department provided the teacher has been discharged with a certificate denoting satisfactory completion of service.

Section 12: Teacher Protection

8-12.01 A teacher who is absent because of personal injury arising out of and in the course of employment as the result of assault and battery shall be credited with leave in addition to that sick leave credited to him/her at the time of injury. A Workers Comp claim shall be filed if the injury results in more than a ten-day absence.

8-12.02 The teacher must notify the Department in writing within two business days from the date of the alleged injury. Such notification shall include the date of alleged injury and all circumstances in connection therewith.

8-12.03 In the event a teacher is absent as a result of an assault and battery sustained in the course of his/her employment, he/she shall be required to submit medical evidence from a licensed physician indicating the reason for such absence.

8-12.04 The Principal and Superintendent, or his/her designee, shall comply with reasonable requests from the teacher for relevant information in the department's or Committee's possession not privileged under law concerning the person or persons involved.

8-12.05 Assistance in assault cases: Whenever it is alleged that a teacher has assaulted a person or that a person has assaulted a teacher, the Principal and/or Superintendent, or his/her designee, shall cooperate with the teacher involved in the investigation of the incident.

Section 13: Reimbursements

8-13.00 The Department shall reimburse teachers for the reasonable cost, not to exceed two hundred dollars (\$200.00), of any clothing or personal property damaged, destroyed, or lost as a result of an assault suffered by a teacher while acting in the discharge of his/her duties within the scope of his/her employment, provided such

damage, destruction, or loss was not due to the teacher's negligence. The Department shall have the right to receive proof of loss.

ARTICLE IX - Working Conditions

Section 1: Calendar and Work-Year

9-1.01 It is agreed that the school calendar shall be developed by the Committee.

9-1.02 The Guild shall be allowed to meet with the Superintendent or his/her designee, to discuss the school calendar prior to its adoption.

9-1.03 The Committee agrees that formal adoption of the calendar shall take place by May 1st.

9-1.04 The maximum hours of the school day and the number of school days shall coincide with the minimum established by the RI Board of Education. Should the State of Rhode Island and/or Federal Government alter the school hours or number of school days in Woonsocket beyond the 2005-2006 total, compensation relative to Section 9-1.04 shall be proportionate to a teacher's per diem rate. The teacher work year shall consist of one-hundred-eighty (180) instructional days, one (1) orientation day, one (1) professional development day, and two (2) evening sessions for parent teacher conferences.

If a teacher is unable because of bona fide personal or family illness, as defined in section 8-4.01, to attend the one (1) professional development day that comprises the work year, he/she shall complete five (5) hours of professional development, as set forth under section 9-1.05, which 5 hours shall be in addition to the ten (10) hours set forth under that same provision. Upon completion of those 5 hours, the sick leave discharged by the teacher during his/her absence on the professional development day shall be returned to his or her personal sick leave account.

The standard school day shall be not less than five and a half (5 ½) hours (three hundred thirty (330) minutes) of actual school work excluding lunch, recess periods, common planning time, pre and post school teacher time and any other time that is not actual instructional time. The kindergarten day shall be not less than two and three quarter (2 ¾) hours (one hundred and sixty-five (165) minutes) of actual school work, excluding recess and any other time that is not actual instructional time.

9-1.05 Professional Development Hours:

All certified educators in the Department shall participate in at least 10 (ten) hours of professional development and one (1) professional development day annually. All professional development will be as identified by the District. Failure to complete the additional hours may result in the Superintendent's letter of reprimand and, depending upon circumstances, may include loss of pay at the per diem rate and may constitute insubordination.

The focus of professional development hours should be based on the current data from test scores, or NEASC visits, strategic plan and school improvement action plans, and teacher evaluation recommendations from evaluation system recommendations. The professional development offerings of the Woonsocket Education Department, the June Summer Academy (these hours count toward the next academic year), the AFT ER&D and QUEST workshops, R.I.D.E.-sponsored workshops after school hours, and pre-approved study groups can apply toward the annual professional development hours. If a faculty or staff member serves as a trainer in an approved workshop, those training hours will count towards the annual professional development hour requirements for one time only. Those participants in workshops, who are being compensated for attending the workshop, will not be able to have those hours count toward their annual professional development hours.

Any other professional development program requires pre-approval from the Professional Development Coordinator in order for it to count toward their annual professional development hours. The professional development shall not be during school hours in order for those hours to count towards the professional development requirement.

All offerings of professional development will be approved by the District and take place over the school year. Teachers may complete professional development in any of the following ways:

Professional Development day and 10 extra hours that can be accomplished by:

- District approved study groups
- District approved offerings held on regular basis (after school, summer, Saturday)
- District approved workshops and conferences

Professional Development day and 10 hours of standing committee work including:

- School Improvement Team
- Subcommittees of SIT designed based on action plans
- Response to Intervention Teams
- Principal-sanctioned committees re: Graduation by Proficiency and Personalization

Professional Development day and 10 hours or more of training that leads to a certification as a presenter or facilitator. Superintendent or designee must approve the placement, and if training occurs during a regularly scheduled school day, the educator must take a Personal Day if they want the training to count as professional development hours

Any appeal of a denial can be sent to the Professional Development Board, comprised of three (3) representatives from the administration and three (3) representatives from the Guild. This Board will convene on an as-needed basis. Any employee who completes the annual professional development hour requirement will thereafter be compensated for approved professional development hours according to established guidelines.

Documentation of the professional development hours can be submitted on a regular basis throughout the school year to the Professional Development Department. Final documentation, however, must be submitted no later than May 15 in order for it to count for that academic year. Exceptions to this requirement must be appealed in writing to the Professional Development Board.

9-1.06.1 Professional Learning Units:

Teachers may satisfy the Professional Development Hours requirement set forth in Section 9-1.05 through completion of "Professional Learning Units" ("PLU's"), required by the Council on Elementary and Secondary Education as a condition of their certification renewal, provided that the teacher satisfies the criteria set forth below.

To achieve PLU credit, the teacher shall participate in professional learning that advances professional growth within one or more of the four professional learning "Pathways" identified in the District's Professional Learning Plan submitted to the Rhode Island Department of Elementary and Secondary Education annually, as such Plan may be amended from time to time. In addition, the teacher must: (1) obtain written approval at least one week in advance from the Principal and Director of Curriculum of the professional development program, activity, or training in which he or she intends to participate; and (2) submit a brief writing to the Principal and Director of Curriculum by no later than two weeks after conclusion of the program, activity or training demonstrating meaningful engagement in it (e.g., evaluation/critique/feedback or summary reflecting presentation to colleagues, or electronic platform for tracking professional development).

Section 2: Duty Schedules

9-2.01 Elementary school teachers shall have a duty-free lunch of 25 minutes, provided that the instructional day shall be extended by five (5) minutes, and further provided that teachers shall be required to remain in their classrooms after the end of the instructional day for five (5) minutes.

9-2.02 In the Middle and High Schools it shall be the policy to establish a yearly rotation of duty schedules so that no teacher shall have a duty for two successive years, unless otherwise agreeable to the teacher.

Section 3: Storage

9-3.00 A desk and a clothing locker shall be available to each teacher, and where physical facilities allow, space where the teacher may safely store instructional materials and supplies.

Section 4: Parking

9-4.00 Provisions shall be made as soon as possible for proper and adequate parking facilities for teachers near their schools. However, the Committee shall incur no costs for parking facilities for teachers in any new facility rented or leased after the date of this Agreement.

Section 5: Class Size Objectives

9-5.01 General Education Class Size Objectives

There shall be no more than twenty-five students in each Elementary School class; one hundred-and-twelve (112) students in each Middle School cluster, with a team of four teachers for each cluster, and thirty (30) students in each High School subject class.

9-5.02 Classes at the Career Center may not exceed a 16:1 student/teacher ratio in any existing areas except Child Care, Networking, and Health Occupations in which the ratio may be 20:1. Hospitality and Computer related courses, such as word processing may have a ratio of 25:1. In two-teacher shops, the ratio should not exceed 32:2 for any class with the exception of Child Care.

9-5.03: Special Education Continuum of Service

In accordance with Regulation 300.115(A) of the Rhode Island Board of Education Regulations Governing the Education of Children with Disabilities, the Committee provides special educational services in general education classes and special education classes in a school district building in various settings to students with an Individualized Education Program ("IEP"). The IEP Team has the sole and exclusive authority to make the determination, in accordance with law and on a case-by-case and individualized basis, of the decision to place a specific student in one or more of these settings, which are described in subparagraphs (a) through (d) below:

- a. "Self-Contained" classes are comprised of students who receive specialized instruction in core academic subjects from the same special education teacher in the same classroom for the duration of the instructional day.
- b. "Departmental" classes are comprised of students who receive specialized instruction in core academic subjects typically from more than one special education teacher, and typically in different classrooms over the course of the instructional day.
- c. "Inclusion" classes are comprised of both special education and general education students. The special education students in an inclusive setting

receive specialized instruction from a special education teacher who is working collaboratively with the general education teacher in the same room for some or all of the duration of the class period.

- d. "Resource" describes a special education service. A student whose IEP includes this service may receive specialized instruction from a special education teacher in the general education classroom or a separate setting.

9-5.04:

Special Education: Teacher-Student Ratios

The Superintendent and his/her designee retain the sole and exclusive authority to determine the particular certification under which a teacher with multiple special education certifications shall work in a given school year, and the number of special education students to be placed together in any particular setting in a given school year. If a teacher has more than one special education certification, the Superintendent will assign him or her to work under only one of those certifications in a given school year. Subject to these management rights, responsibilities, and prerogatives, which are central to the Committee's educational mission, and further subject to the Committee's Staffing Policy (adopted 2009), it is agreed that:

- a. Teachers who are delivering specialized instruction under the RIDE special education certification known as "All Grades Special Education – Severe Intellectual Disability" (hereafter "SID" and formerly called "Severe and Profound"), will serve a maximum of seven (7) students in the same class at the same time, except that teachers with the SID certification who are working at the High School as part of a team of three (3) teachers delivering specialized instruction to students with moderate intellectual disabilities in classes that prepare students for the High School Transition Program may serve a maximum of eleven (11) students in the same class at the same time.
- b. Except for resource teachers at the elementary and middle schools, whose teacher-student ratio is set forth below, teachers who are delivering specialized instruction under the RIDE special education certifications of "Early Childhood Special Education Teacher, Birth through Grade 2" (hereafter "Early Childhood"); "Elementary Special Education Teacher, Grades K-6" (hereafter "Elementary"); "Elementary/Middle Special Education Teacher, Grades K-8" (hereafter "Elementary/Middle"); and/or "Middle/Secondary Special Education Teacher, Grades 7-12" (hereafter "Middle/Secondary"), will serve a maximum of eleven (11) students in the same class at the same time.
- c. Teachers at the High School who are delivering adaptive physical education under the RIDE certification of "All Grades Adapted Physical Education, Pre-Kindergarten through Grade 12" ("Adaptive PE"), will serve a maximum of eleven (11) or seven (7) students in the same class at the same time.

- d. Resource teachers at the elementary schools, who are delivering specialized instruction under the RIDE special education certifications of “Early Childhood Special Education Teacher, Birth through Grade 2” (hereafter “Early Childhood”); “Elementary Special Education Teacher, Grades K-6” (hereafter “Elementary”); and/or “Elementary/Middle Special Education Teacher, Grades K-8” (hereafter “Elementary/Middle”), will serve a maximum of thirty-one (31) students over the course of the instructional week.
- e. Resource teachers at the middle schools, who are delivering specialized instruction under the RIDE special education certifications listed in the subparagraph above, will provide direct resource services to a maximum total of eighteen (18) students being serviced on the teacher’s caseload.

9-5.05: **Instructional Overages-General Education**

The Committee agrees to pay an additional amount to any general education teacher who is assigned to deliver instruction in excess of the class size *objectives* set forth in section 9-5.01. Payment shall be based on the roster of students, as a portion of the teacher’s daily (per diem) salary, multiplied by the number of school days on which that teacher is assigned the additional student or student, in accordance with the following:

Grade level	Per Diem Rate/Student
Elementary	1/25 th
Middle School	1/28 th
High School	1/30 th

For all overages set forth in the above-referenced chart, the “per diem” rate assumes a full day of service.

9-5.06: **Instructional Overages-Special Education**

The Committee agrees to pay an additional amount to any special education teacher who is assigned to deliver instruction in excess of the class or service size objectives set forth in section 9-5.04. Payment shall be based on the roster of students, and shall be calculated for each child as a portion of the teacher’s daily (per diem) salary, as follows:

- a. Elementary Schools: Except for resource teachers, whose instructional overage is set forth below, for each special education student assigned to a teacher in excess of the Teacher-Student ratio that applies, the special education teacher will receive a payment equivalent to one-seventh (1/7th) or one-eleventh (1/11th) of his or her daily salary, multiplied by the number of school days on which that teacher is assigned the additional student or students. Overages at the Elementary Schools – Self-contained AND inclusion classroom teachers at the elementary level shall be paid the contractual overage rate for each student whose enrollment is over the contractual class size *objective*. No other overages shall be paid.

- b. Middle Schools: Except for resource teachers, whose instructional overage is set forth below, for each special education student assigned to a teacher in excess of the Teacher-Student ratio that applies, the special education teacher will receive a payment as follows:
- i. For those serving students with severe-profound disabilities in a self-contained setting, an amount equivalent to one-seventh ($1/7^{\text{th}}$) of his or her daily salary, multiplied by the number of school days on which that teacher is assigned the additional student or students.
 - ii. For those serving students in a departmental setting or those serving students with moderate disabilities in a self-contained setting, an amount equivalent to one-eleventh ($1/11^{\text{th}}$) of his or her daily salary, multiplied by the number of school days on which that teacher is assigned the additional student or students, divided equally among all team members.
- c. Resource Teachers-Elementary: For each special education student assigned to an elementary teacher that is in excess of 31 students, the resource teacher will receive a payment equivalent to one-thirty-first ($1/31^{\text{st}}$) of his or her daily salary, multiplied by the number of school days on which that teacher is assigned the additional student or students.
- d. Resource Teachers-Middle: For each special education student assigned to a middle school resource teacher that is in excess of 18 students, the resource teacher will receive a payment equivalent to one-eighteenth ($1/18^{\text{th}}$) of his or her daily salary, multiplied by the number of school days on which that teacher is assigned the additional student or students.
- e. High School: For each special education student assigned to a teacher in excess of the Teacher-Student ratio that applies, the special education or Adaptive PE teacher will receive a payment equivalent to one-seventh ($1/7^{\text{th}}$), one-eleventh ($1/11^{\text{th}}$), of his or her daily salary, multiplied by the number of school days on which that teacher is assigned the additional student or students, multiplied by one-seventh ($1/7^{\text{th}}$) of the number of instructional periods in which that teacher is assigned the additional student or students.
- f. Speech-language: In the event a speech-language pathologist exceeds forty-five (45) hours of direct instruction per week and has a caseload of more than forty-five (45) students, the pathologist shall be compensated at his or her contractual hourly rate for all hours in excess of 45. A "direct instructional hour" is an hour of instructional time with a student; if direct instruction occurs with multiple students, a contact hour applies to each student in the group.

- 9-5.07: In the event that special needs enrollment is less than eleven (11) students in an inclusion class, additional regular education students may be added to the class up to the maximum class size allowed at that grade level with no additional compensation.
- 9-5.08: The Department shall make every effort to adhere to class size objectives set forth by October 1st of each school year. Teachers shall be compensated from the first day of the school year in accordance with sections section 9-5.05 and 9-5.06 should class size, according to the roster, exceed these contractual objectives..
- 9-5.09: An acceptable reason for exceeding the maximum class size **objective** listed above may be one of the following:
- a. There is no space available to permit scheduling of any additional class or classes in order to reduce class size.
 - b. Conformity to the class size objective would result in placing additional classes on the present schedule resulting in the extension of the length of the school day.
 - c. A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental large group instruction, or for the placement of pupils in a subject class of which there is only one in a grade.
- 9-5.10 No class will be exceeded by more than two (2) students. However, the Committee shall create new classes when necessary. As soon as sufficient numbers exist for a new class, such class will be created, and extra compensation will be stopped.
- 9-5.11 The Woonsocket Teachers' Guild supports the above procedure with the understanding that it is only a temporary solution and should not be continued as a permanent policy.
- 9-5.12: **Case Management Overages--High School Only**
The special education teacher's case management duties are separate from and in addition to his or her instructional responsibilities. Subject to the payment of additional monies, called "Case Management Overages," as defined below, the maximum case management for which special education teachers at the High School will be responsible are:
- a. No more than seven (7) students for those teachers who are working under the RIDE special education certification of SID by delivering specialized instruction to students in a self-contained classroom.
 - b. No more than eleven (11) students for those teachers with the SID or Middle/Secondary special education certification who are working as part of

team of three (3) teachers delivering specialized instruction to students with moderate disabilities in classes that prepare students for the High School Transition Program.

- c. No more than eleven (11) students for those teachers who are working under the RIDE special education certification for Middle/Secondary by delivering specialized instruction to students in a self-contained or departmental classroom.
- d. No more than twenty-one (21) students for those teachers who are working under the RIDE special education certification for Middle/Secondary by delivering specialized instruction to students in an inclusion classroom.
- e. No more than thirty-one (31) students for those teachers who are working under the RIDE special education certification for Middle/Secondary by delivering specialized instruction to students who receive resource services.

9-5.13

Special education teachers at the High School will receive a Case Management Overage, at the rate of \$30.00 per hour for each student beyond the maximum as defined below (hereafter "Teacher Maximum"), but in no event more than ten (10) hours per student per school year. The Teacher Maximum will be fixed at the start of each school year at a number between 7 and 31, to be determined in accordance with the following formula:

- a. For teachers delivering instruction under the SID certification, the Teacher Maximum will be 7.
- b. For teachers delivering instruction under the SID or Middle/Secondary certification as part of a team of three (3) teachers delivering specialized instruction to students with moderate intellectual disabilities in classes that prepare students for the High School Transition Program, the Teacher Maximum will be eleven (11).
- c. For all other teachers, the Teacher Maximum will be determined by: Attributing to each teacher the number "2.2" for each instructional period that he or she delivers specialized instruction in a self-contained or departmental class (derived by dividing 11 students by 5 periods); the number "4.2" for each period that he or she delivers specialized instruction in an inclusion class (derived by dividing 21 students by 5 periods), and the number "6.2" for each period that he or she delivers specialized instruction in a resource class (derived by dividing 31 students by 5 periods); and then by aggregating the number attributed to the teacher for each of the five periods in his or her instructional day.
 - i. Examples: A teacher whose daily schedule is comprised of 2 departmental classes, 1 inclusion class, and 2 resource classes would be assigned a Teacher Maximum of 21 students by adding 2.2×2

departmental classes + 4.2 x 1 inclusion class + 6.2 x 2 resource classes. A teacher whose schedule is comprised of 3 departmental classes and 2 inclusion classes would be assigned a Teacher Maximum of 15 students by adding 2.2 x 3 departmental classes + 4.2 x 2 inclusion classes.

- d. Teachers are responsible for promptly reporting when a student has left or been added to his or her Case Management and will be issued payment that is accordingly prorated.

9-5.14

Payment of Overages

Teachers shall be paid for overages on the condition that they shall submit the required documentation no more than twenty (20) calendar days after the end of the quarter, except for the last quarter, when they shall submit the documentation by no later than June 30th.

Section 6:

Written Policies

9-6.00

All policies, practices, rules and regulations which teachers are expected to observe and/or carry out must be written and distributed to each school and be made available to every teacher who wants to peruse them, either by distributing said materials to each school or by distributing them electronically.

Section 7:

Programming

9-7.01

A planning or preparation period may be provided for each teacher in the high school and middle school during each school day.

9-7.02

All high school teachers shall be programmed for no more than twenty-five (25) standard periods of classroom teaching per week. On the average, high school and middle school teachers shall be provided 45 minutes of preparation time per day. High School teachers working a four period (block) schedule shall have three (3) teaching periods and one (1) planning period.

9-7.03

The Committee agrees that teachers need a safe clean classroom space in which to teach or provide services to students. Teachers will not be assigned spaces or scheduled in hallways, common areas, or cafeterias unless there is demonstrated no space available.

9-7.04

Team Development Time (TDT) for Middle School clusters will be scheduled at least twice a week, but no more than three times per week for the purposes of planning, implementing and evaluating team activities as well as for activities necessary for the improvement of curriculum and instruction.

Section 8: Teacher Files

9-8.00 The personnel file on each teacher shall be maintained in the Central Administration Office under the following circumstances:

- 9-8.01 It shall be the responsibility of the teacher to furnish pertinent information necessary for his/her continued employment. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had the opportunity to read the material. The teacher shall acknowledge that he/she has read the material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with its contents.
- 9-8.02 The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
- 9-8.03 Upon appropriate request by a teacher, he/she shall be permitted to examine his/her own file in the presence of the Superintendent, or his/her designee.
- 9-8.04 The teacher shall be permitted to reproduce any material in his/her file except the material relating to his/her original application for employment.
- 9-8.05 No anonymous letters or materials shall be placed in the teacher's file.
- 9-8.06 All matters pertaining to a successful or pending grievance shall be treated as confidential material by the committee and shall not be consulted in decisions regarding re-employment, promotions, assignment, or transfer.
- 9-8.07 Material will be removed from a file and given to the teacher when a teacher's claim that it is inaccurate or unfair is sustained at any step of the grievance procedure.

Section 9: Elementary Relief

9-9.01 In elementary grades, pre-school through grade five, it shall be the right of the homeroom teacher to leave the classroom on being relieved by an itinerant teacher as long as that relief is for the purpose of providing contractually-required preparation time.

- 9-9.02 Elementary teachers shall be provided planning/preparation time, as is provided in 9-7.01 and 9-7.02, for an average of two hundred (200) minutes per week. This time shall not include lunch, recess, or the contractual minutes before and after the regular teaching day. Time before and after school may be counted as preparation time for itinerants and support personnel. If any elementary teacher is for any reason absent during his/her planning/preparation time, the planning/preparation time shall be considered as given to the elementary teacher. To implement this schedule, all professional employees will be utilized. It is recognized that during

the term of this contract there may be minor variations of this time, such as would occur if an itinerant teacher is not more than five (5) minutes late in arriving to a class.

- 9-9.03 If an elementary librarian or itinerant teacher in the field of art, music, technology or physical education is absent and cannot be replaced by a librarian or itinerant teacher substitute in said particular area, the Committee agrees to make a good faith attempt to reschedule the class of the librarian or itinerant teacher in said particular area at some time during the remainder of the school year (except that the class does not have to be rescheduled if the librarian or itinerant teacher is absent during the last week of the school year). If the Committee's good faith attempt to reschedule the class is unsuccessful, the class need not be rescheduled.
- 9-9.04 On days during which field trips, class trips, or early releases occur, the planning/preparation time shall be considered as given to the elementary teacher. Teachers may exchange planning time if mutually agreeable to the teachers and the itinerant and approved by the Principal. Approval shall not be withheld without valid reason.
- 9-9.05 The planning/preparation time provided by itinerant teachers will begin on the first day of classes.
- 9-9.06 The planning/preparation time usually provided by librarians will not be provided during the final three (3) days of the school year. The planning/preparation time usually provided by other itinerant teachers will not be provided during the last day of the school year.
- 9-9.07 Itinerant teachers' schedules within a building will provide for sufficient time to travel from one classroom to another. Such passing time shall not exceed five (5) minutes.
- Section 10: Collections**
9-10.00 Any collections taken up in school for the profit of private companies shall be collected by agents of said companies, not by classroom teachers.
- Section 11: Curriculum Committees**
9-11.00 Any committee established by the Woonsocket Education Department for the purpose of curriculum revision or development shall have at least three (3) members selected by the Woonsocket Teachers' Guild.
- Section 12: Wearing Apparel**
9-12.00 The Department will provide no more than two (2) sets of apparel "above normal" street-wear for teachers of Industrial Arts, Science, Art, Home Economics, and coaches. If more is shown to be necessitated, the apparel will be provided by the Department.

The Department will provide wearing apparel for teachers at the career center in accordance with past practice. Shoes will not be covered except that in those courses at the career center in which steel-toed shoes are required. The Education Department will provide them as needed, but not more than one (1) pair per year.

Section 13: Teachers' Lounges

9-13.01 Each school shall have a permanent teachers' lounge where possible, proportionate in size to the number of teachers assigned to the building.

9-13.02 There shall be suitable furnishing and furniture, properly maintained by custodial services.

9-13.03 When such rooms also serve as teachers' dining areas, paper towels and napkins shall be provided.

Section 14: Teacher Evaluation and Reprimand

9-14.01 Teachers will not be reprimanded over the public address system nor in the presence of students. Constructive criticism shall not be interpreted as discipline or reprimand.

9-14.02 Evaluation-monitoring or observation of the work performance of a teacher will be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, public address, videotape, or audio systems, or other electronic monitoring devices shall not be allowed except with the consent of the teacher.

9-14.03 All unsatisfactory evaluations shall be followed, within five (5) days, by a conference called by the school principal, administrator, or evaluator with the teacher. The school principal, administrator, and/or evaluator directly involved shall be responsible for preparing a written constructive critique of the teacher's work that will be given to the teacher prior to the conference.

9-14.04 Evaluation forms will be prepared in duplicate -- one for the teacher and one for the principal. Each year, a summary report of each teacher's evaluations shall be prepared by the Principal. This summary report shall be prepared in triplicate -- one for the teacher, one for the Principal, and one for the Central Office file.

9-14.05 Within five (5) days, each evaluation will be discussed by the evaluator with the teacher.

9-14.06 The Committee agrees to employ the RIDE-approved Innovation Consortium Evaluation System, as it may be amended from time to time, unless agreement on a new system is agreed to by the Committee and the Guild

Section 15: Teacher Suspensions

9-15.01 Teacher suspensions shall be in accordance with R.I. Gen. Laws § 16-13-5.

Section 16:

9-16.01

In any circumstance in which it is necessary to layoff teachers from their employment, layoffs shall be made in inverse order of the teachers' employment within the affected certification. Layoff notices will be rescinded for employees by seniority to the extent that jobs come open which, had they been open at the time of their layoff notice, the employee would not have been laid off, or to the extent required by R.I.G.L. 16-13-6.

The above paragraph shall not be applied in circumstances in which it is necessary to retain teachers of technical and/or specialized subjects whose places cannot be filled by teachers of earlier appointment.

During the period from July 1, 2018 through June 30, 2021, in no year shall more than 15% of teachers be laid off.

ARTICLE X - Transfers and Reassignments**Section 1:**

10-1.01a

Teaching Assignments

When any vacancy exists which is posted and is to be filled by transfer, or a new teaching position is created, as between persons from within or without the system who are equally qualified, the senior applicant shall be selected where qualifications are deemed by the Superintendent to be equal as determined by the School Committee. The following factors shall be used in determining qualifications:

1. Academic background, certification, and training of the applicant.
2. Relevant experiential background of the applicant.
3. Results of interviews conducted by the Administration.
4. Evaluations of the applicant's effectiveness as a teacher and related data, including teacher-provided materials relevant to the evaluation or selection process.

10-1.01b

When a vacancy occurs in a Middle School Cluster and there is no internal candidate, said remaining cluster members will interview interested applicants along with said responsible administrator. Said interview committee will make a recommendation to the Superintendent following procedures set forth in 10-1.01a. Team members will recommend which subject area position will be posted.

The process for filling a Middle School open team position for a non-internal candidate is as follows:

1. List of candidates will be selected for interview process.

2. The interview team will interview each candidate and provide a list of their top three candidates in priority order to the building Principal. Unless the Principal or Superintendent on data concludes that another candidate would be more effective, selection will be made in order of priority fixed by the interview team.

The makeup of the Interview Team shall include at least one Building Administrator and at least one teacher from the Team.

The interview team will use a list of pre-determined questions. The procedure for creating these questions and point values are:

1. The interview team will meet and create a list of questions for the interview process.
2. The questions will be assigned a point value, which will total 70 points.
3. The maximum total points that one can acquire is 70.

10-1.02 The seniority of each employee shall begin on the first day of continuous employment in the Department and shall not include days worked as a per diem substitute teacher. Sabbatical, academic, and childbirth leaves of absence shall be counted as service in computing the length of continuous service for purposes of seniority. Time granted to employees for personal leaves or leaves under 8-6.03 and 8-6.04 will not be counted as service in computing the length of continuous service.

Seniority shall be lost when a teacher terminates voluntarily, is discharged for just cause, or exceeds an authorized leave of absence. An employee who was a member of the bargaining unit who is laid off and who is recalled within twelve (12) months of the date of the layoff shall regain the seniority, personal days and accrued sick days he/she had before he/she was laid off.

Employees with the same beginning date of employment shall have their seniority determined by lot.

Administrators returning to the bargaining unit shall be considered to have continuous service for the total number of years that individual served in a position in the bargaining unit and up to five years of time in the administrative position(s).

10-1.03 No teacher in the elementary schools (pre-primary through grade 5) who is on tenure shall be transferred from the elementary schools to the secondary schools (grade 6 through 12) without his/her consent.

- 10-1.04 No teacher in the secondary schools shall be transferred from the secondary schools to the elementary schools without his/her consent.
- 10-1.05 Nothing herein above contained shall prevent the transfer of personnel within levels for good use.
- 10-1.06a Subject to application of an individualized data driven assessment as to what teacher(s) would be most effective, and all else being equal, the following will prevail. If the Department elects to transfer one or more teachers from a grade or subject area in a school because of a decrease in pupil enrollment, the teacher with the least contractual seniority who is in that grade or subject area will be transferred first. After such teacher is thus transferred, said teacher shall have the right to return to his/her former position, if there is a vacancy in the former position the next year. Such teacher must request such return within one (1) school year after the effective date of the transfer. This right will terminate one (1) school year after the effective date of the transfer.
- 10-1.06b A teacher holding a position that has not been altered or eliminated for the next school year will remain in that position except in the case of layoff or displacement or other action by the Department or Superintendent. Nor will such an unaltered or un-eliminated position be put up to bid unless it has been vacated, voluntarily or involuntarily.
- 10-1.07 Teachers shall receive adequate notification of any change in their assignment for the following year.
- 10-1.08 Vacancies that arise before or after the Annual Assignment Meeting shall be filled in accordance with one of the two processes, depending upon when the vacancy arises in relation to the start of the school year.
- a. If a vacancy arises prior to October 15th, then the Department shall invite internal candidates to apply, and shall make the selection in accordance with Committee policy. The teacher so selected shall fill the position immediately, and any vacancy created by that teacher's voluntary transfer to this vacant position shall be filled by a long-term substitute teacher.
 - b. If a vacancy arises on or after October 15th, then the Department shall invite internal candidates to apply, and make a selection in accordance with Committee policy. The teacher so selected shall fill the position after the close of the current school year, on or about July 1st, provided that the position is not eliminated for the forthcoming school year. From the time of vacancy until the end of the school year, the vacant position shall be filled by a long-term substitute teacher, who shall vacate the position at the conclusion of the school year.

10-1.09 Teachers hired after July 1, 2000 must remain in their assignment for a minimum of one (1) year unless their assignment is eliminated or restructured.

10-1.10 All transfers finalized at the conclusion of the annual job assignment process shall be binding. With the exception of newly created positions, the transfer of all teachers will be limited to one move in a contract year.

10-1.11 The Committee agrees to pay newly hired teachers at their agreed upon step rate within ten (10) business days of completion of the onboarding process.

Section 2: Postings

10-2.00 All positions in the Woonsocket Education Department that become vacant shall be posted electronically within fifteen (15) days of the occurrence providing the Committee wishes to continue such position.

10-2.01 The Committee will send an electronic mail notice to each teacher of each vacancy that arises during the summer, as such vacancy arises. In addition, the Committee shall post electronically all vacancies that arise during the summer for eight (8) work-days prior to filling, except for emergencies. The failure of a teacher to receive such notice shall not invalidate action taken by the Department in filling the vacancy.

10-2.02 Alternative Student Programs:
When filling specific positions in our alternative programs for behaviorally, emotionally and academically challenged students (i.e. FACTS, FOCUSS, and Feinstein program students, and positions mutually agreed upon between the WTG and the Superintendent or his or her or their designee), there will be special consideration given to the skill level and prior experience of the teacher to address the specific needs of the students.

Section 3: Appointments

10-3.00 Appointments normally shall be made within seventy (70) days after the vacancy has been posted. The transfer of a teacher may be delayed until a replacement for the vacancy created by the transfer is filled.

Section 4: Promotional Policy

- 10-4.01
- a. Promotional positions are defined as positions on the supervisor level within the bargaining unit (e.g. department heads, athletic coordinator, etc.) excluding however, the positions of Superintendent, Assistant Superintendent, Supervisor, Director, Principal and Assistant Principal.
 - b. To apply for any promotional position, a person must be certified for the particular position in question and present a completed application form.
 - c. Vacancies for promotional positions shall be posted for two (2) calendar weeks.

- d. After the close of the posting period, the Superintendent, or his/her designee, shall prepare a list of all qualified candidates, which shall become the eligible list.
- e. Nothing herein shall impede consideration or employment of outside candidates for a promotional position.

a-4.02 Application forms shall include the following information:

- a. Educational preparation and degrees earned, supported by official transcripts.
- b. Statement of teaching experience.
- c. Statement of educational administration experience.
- d. Work experience. All information submitted with the application must be verifiable.
- e. Statement of reasons for consideration by the candidates based upon pertinent information not included in the above statements.

10-4.03 Advancement and promotion within the school system will be based on the following rating of candidates:

- a. Education
- b. Relevant Job Experience
- c. Quality of Performance: The Superintendent, or his/her designee, shall give consideration to statements and evaluations made by those school officials who have been in a position to observe the performance of the candidate, in addition to his/her (Superintendent's or his/her designee's) own evaluation.
- d. Oral Interview: The Superintendent, or his/her designee, shall convene an interviewing committee to include the Superintendent and/or his/her representative, the immediate supervisor to the position under consideration, other appropriate administrative personnel as determined by the Superintendent, or his/her designee. The Interviewing Committee may include a member of the Committee and a community representative.

10-4.04 Recommendation for appointment by the Superintendent:

- a. The Superintendent shall recommend to the Committee one of the top three candidates whose name appears on the eligible list for the position under consideration.

- b. If an eligible list contains fewer than three names, the Superintendent shall recommend to the Committee one of the candidates whose name comprised the eligible list for the position under consideration or call for another posting and application process.
- c. Any candidate who fails to receive an appointment may, upon request to the Superintendent, or his/her designee, see the score of candidate and/or meet to discuss the reasons why he/she was not appointed.

10-4.05 The Guild shall be provided with a copy of the eligible lists set out under

10-4.06 Candidates for promotional and extra-curricular positions from within the Department shall be given preference for such positions except where the qualifications of the candidates from outside the system are superior. Decisions on the relative qualifications of candidates for promotional positions shall not be subject to grievance or arbitration.

Section 5: Job Descriptions

10-5.01 The Superintendent, or his/her designee, shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect teachers.

10-5.02 The job description shall have a clear definition of the responsibilities of each administrator or supervisor as they affect teachers. The job descriptions shall be available to teachers and other members of the bargaining unit.

10-5.03 Where teachers are responsible to more than one supervisor, they shall be advised by their Principal of the exact division of such responsibility.

10-5.04 Job descriptions shall be written for new or vacant teaching positions that require special skills / competencies or which require alternate hours of work.

Section 6: Annual Assignment Meeting

10-6.01 The Guild and the Administration shall determine a date, which shall be prior to the end of the school year, by which the Administration will provide a list of vacant or new positions to be filled in the forthcoming school year. The Administration will make every effort to identify those classes, program, and/or schools anticipated to close. The Administration and Guild shall review this list prior to distribution.

10-6.02 The Administration shall fix a date at which teachers and administrators shall convene to make determinations regarding assignments to positions for the forthcoming school year. This meeting shall be known as the "Job Assignment Meeting."

- 10-6.03 Positions to become open will be posted seven (7) days in advance of the Job Assignment Meeting if possible.
- 10-6.04 By a date before the close of school to be fixed at least twenty-one (21) days in advance of the Job Assignment Meeting each year, teachers wishing to be assigned to an open position, or any different position which may come open, will submit, in order of preference, the position(s) they desire to fill. (A Position Preference Sheet shall be developed by agreement of the Parties).
- 10-6.05 At the same time, teachers will submit a Candidate Information Sheet, electronic application and such relevant supporting documents showing contributions to the profession as they may wish (e.g., SLO data, lesson plans, student work, photos, but no student names, etc.).
- 10-6.06 Vacant or new positions to be filled (hereafter "openings") shall either be for a School-specific" or "Non-school specific" position, as defined in the Committee's Personnel and Assignment Policy. Each opening will be assigned to a team (2 or more) comprised of persons with information or interest relevant to the opening. The team shall have an equal number of administrators, designated by the Superintendent, for Non-School Specific positions, or by the Principal, for School Specific positions, and by teachers, designated by the Guild. The team will rank the candidates in order of expected effectiveness based upon: Experience; Education; Past Job Performance (evaluation and references); Relevant supporting documents provided by the teacher; Evidence of teacher effectiveness (student work and growth).
- 10-6.07 In unusual circumstances the team may conclude that an interview should be conducted, and so will recommend the same.
- 10-6.08 Either the Superintendent or the Principal, as described below, shall review the documentation forwarded by the teams and will, (a) where he/she concludes that two or more candidates would be equally most effective, assign on the basis of seniority (b) schedule interviews or (c) assign or recommend the candidate that he/she deems most effective. The Superintendent is the administrator to review documentation and make the final selection in all instances where the opening at issue is for a Non-School specific position; the Principal is the administrator to review documentation and make a recommendation to the Superintendent where the opening at issue is for a School specific position, provided however, that prior to making any such recommendation, the Principal shall consult with the School Improvement Team.
- 10-6.09 The sole and exclusive means of appealing transfer, assignment and placement decisions under this Section shall be by written appeal to the Superintendent within fourteen (14) calendar days of the decision, and if the Guild remains unsatisfied, it may appeal in writing to the Committee within ten (10) calendar days of the Superintendent's decision.

10-6.10

The Parties will reopen the contract on the matters which are subject to this Section 6 only upon the happening of any of the following events:

- a. A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, finding that contract provisions reasonably similar to those which are subject to the stay and contained in Article 10-6.00 of the contract may be permissibly bargained.
- b. The enactment of any legislation providing that contract provisions reasonably similar to those which are subject to the stay and contained in Article 10-6.00 of the contract may be permissibly bargained.
- c. A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, that matters related to assignment and transfer of teachers are permissible topics of collective bargaining.
- d. The enactment of any legislation clarifying the matters related to assignment and transfer of teachers and/or paraprofessionals are permissible topics of collective bargaining.
- e. If a disagreement arises between the parties as to whether any of the subsections (a) through (d) of this Section 6 have been triggered, and therefore that bargaining must commence, the Guild will notify the Superintendent within one hundred and twenty (120) days of the occurrence upon which it relies. If the Committee on the date of its next regularly scheduled meeting for which notice can be given does not agree, the Parties will request of the Clerk of the Supreme Court a list of names of retired Supreme and Superior Court justices willing to arbitrate the dispute. The Arbitrator will be selected by each party alternating in striking a name from the list until one name remains. If that retired judge declines the appointment, the next to last name will be appointed, and so on. If no retired judge is willing to accept the appointment, the matter will be referred to the American Arbitration Association.

ARTICLE XI - Grievance Procedure

Section 1: Definition

- 11-1.01 A "grievance" shall mean a complaint by a member of the bargaining unit that: There has been, according to the grievant, a violation, misinterpretation, or inequitable application of any of the provisions of said Agreement, or the grievant has been treated unfairly or inequitably by reason of an act or condition that is contrary to established policy or practice governing or affecting employees.
- 11-1.02 The term "grievance" shall not apply to any matter as to which a method of review is prescribed by law, or by any rule or regulation of the RI Commissioner of Education having the force and effect of law.
- 11-1.03 A grievant shall mean either:
- a. an individual employee,
 - b. a group of employees having the same grievance, or,
 - c. the Guild.
- 11-1.04 The written grievance charge shall set forth specifically the act(s) or condition(s) giving rise to the grievance.
- 11-1.05 The term "days" where used in this article shall, except in the case of the arbitrator's thirty (30) day limit, not include Saturdays, Sundays, or legal holidays.

Section 2: Procedure

- 11-2.00 Grievances shall be presented and adjusted in accordance with the following procedures:
- 11-2.01 The grievant shall file written notification of the grievance within five (5) days of the occurrence, circumstances, or conditions giving rise thereto with the Guild. Said notification shall provide specific contract references and specific remedy sought.
- 11-2.02 Within five (5) days of receipt of the grievance, the Guild shall file concurrently copies of the grievance with the Superintendent, or his/her designee, and the immediate administrative supervisor or principal.
- The grievant and union representatives shall meet, within ten (10) days of said filing, with the grievant's immediate administrative supervisor or principal in an attempt to resolve the grievance. The administrative supervisor or principal shall have ten (10) days after such meeting to file a written decision with the Guild stating only whether the grievance is upheld or denied.

- 11-2.03 Within ten (10) days of receipt of the written decision of the administrative supervisor or principal, the Guild shall have the right to appeal, in writing, the decision of the administrative supervisor or principal. The appeal shall be made to the Superintendent, or his/her designee.
- 11-2.04 Within ten (10) days after receipt of such an appeal, the Superintendent, or his/her designee, and the Guild shall meet in an attempt to resolve the grievance. The Superintendent, or his/her designee, shall render a written decision within ten (10) days following such meeting.
- 11-2.05 Within ten (10) days of receipt of the written decision of the Superintendent, or his/her designee, the Guild shall have the right to appeal, in writing, the decision of the Superintendent, or his/her designee. The appeal shall be made to the School Committee.
- 11-2.06 The School Committee shall hear such an appeal within ten (10) days of written notification thereof and shall render a written decision within ten (10) days of such hearing unless the Guild and Committee agree on a longer time.
- 11-2.07 In any step of the process between 11-2.02 and 11-2.06 if a decision is not rendered by Administration by the due date, the Guild may appeal the grievance to the next level with the understanding that inaction by Administration is denial of the grievance for these purposes.

Section 3: Grievance Arbitration

- 11-3.01 Within thirty (30) days from receipt of the decision of the School Committee, if unsatisfied, the Guild shall submit the matter to arbitration, either to the American Arbitration Association, or a mutually agreeable alternative service. The parties shall follow the procedural rules of AAA or that alternative service. All fees and expenses of arbitration shall be borne equally by the Guild and the Committee.
- 11-3.02 The decision of the arbitrator shall be final, and no appeal shall lie there from except as set forth in Title 18, Chapter 9 of the Rhode Island General Laws.
- 11-3.03 Fees and expenses of arbitration shall be borne equally by the Guild and the Committee.

Section 4: Communications

- 11-4.00 All communications shall be by electronic mail except when another means of delivering communications is agreed to by both Parties except that, in the case of separation of employment, the written communication shall be delivered in person and/or by certified mail.

ARTICLE XII - Summer School, Night School, and Special Programs

Section 1: Teacher Preference

12-1.00 Teachers in the bargaining unit who hold proper certification shall be given preference for teaching positions in the summer and night school programs over administrative personnel.

12-1.01 Subject to the approval of the Administration and the Guild, teachers who design a course(s) shall have first preference to teach that course

12-1.02 Teachers have the right of first refusal for ESY programs in their rooms and area of certification.

Section 2: Summer School

12-2.01 Prior to June 15th, teachers interested in summer school positions must file an application with the Superintendent or his/her designee. Applications for filing shall be available at the office of the Superintendent of Schools by June 1st.

12-2.02 Anticipated summer school positions shall be posted within seven (7) days after a determination has been made to approximate enrollments.

12-2.03 All appointments shall be made on the basis of qualifications for the particular position; where qualifications are determined to be equal, teachers with the greatest seniority in the Department shall be appointed, except as noted in 12-1.01.

Section 3: Night School and Special Programs

12-3.01 Night school and special program positions shall be posted within fifteen (15) days of the occurrence of the vacancy.

12-3.02 All appointments shall be made on the basis of qualifications for the particular position; where qualifications are determined to be equal, teachers with the greatest seniority in the Department shall be appointed, except as noted in 12-1.01.

ARTICLE XIII - General Agreement

Section 1: Availability of Information

13-1.00 The Committee shall make available to the Guild, upon its reasonable request, any and all information not of a confidential nature, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this contract.

Section 2: Clarification Meetings

13-2.01 In order to eliminate misunderstanding and to assure smooth operation of the Agreement, clarification meetings may be called by either the Committee or Guild upon reasonable notice.

13-2.02 Such requests for meetings shall be set forth in writing.

Section 3: Duration of Agreement

13-3.01 This Agreement shall become effective as of July 1, **2021** and shall continue in effect until June 30, **2024**.

13-3.02 Requests in writing to reopen negotiations shall be mailed to the other party on or before December 10, **2023** and negotiations to effect a new contract shall commence on or before December 10, **2023**, or at a mutually agreed upon date.

13-3.03 In the event that the Department merges or consolidates with another entity of similar nature, it shall be required as a condition of such merger or consolidation that the successor honor and abide by the terms and conditions of this agreement.

Section 4: No Strike

13-4.00 The Guild and its agents will not assist or participate in strikes, sanctions, work slowdowns, or any concerted effort which is designed to impair the normal operation of the school system during the life of this Agreement.

ARTICLE XIV - Conformity to Law - Saving Clause

Section 1: Conformity to Law

14-1.00 If any provision of this Agreement is or shall at any time be held contrary to law by a court of last resort of the State of Rhode Island or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, then such provision shall not be applied, or performed, or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiation with the Guild.

Section 2: Saving Clause

14-2.01 All other provisions of this Agreement shall continue in effect.

ARTICLE XV – Miscellaneous

Section 1: Policies and Practices

15-1.00 The Committee and its representatives and the Woonsocket teaching staff shall take no action violative of, or inconsistent with, any provision of this Agreement or any policy or practice governing working conditions of teachers existing on the date of the execution of this Agreement, unless otherwise modified by this Agreement.

APPENDIX A

A-1 – 2021-2024 Teacher Salary Scale

FY 2021							
Step	Bachelor	B+30	Masters	M+15	M+30/MSW	CAGS/NBC	PHD
1	43,245	44,911	47,014	47,410	48,005	48,204	48,402
2	44,685	46,351	48,454	48,850	49,445	49,644	49,842
3	46,128	47,794	49,897	50,293	50,888	51,087	51,285
4	49,016	50,682	52,785	53,181	53,776	53,975	54,173
5	51,940	53,606	55,709	56,105	56,701	56,900	57,098
6	55,599	57,265	59,368	59,764	60,359	60,558	60,756
7	59,257	60,923	63,026	63,422	64,017	64,216	64,414
8	65,238	66,904	69,007	69,403	69,998	70,197	70,395
9	69,588	71,254	73,357	73,753	74,348	74,547	74,745
10	79,341	81,007	83,110	83,506	84,102	84,301	84,499

FY 2022							
Step	Bachelors	B+30	Masters	M+15	M+30/MSW	CAGS/NBC	PHD
1	44,326	46,034	48,189	48,595	49,205	49,409	49,612
2	45,802	47,510	49,665	50,071	50,681	50,885	51,088
3	47,281	48,989	51,144	51,550	52,160	52,364	52,567
4	50,241	51,949	54,105	54,511	55,120	55,324	55,527
5	53,239	54,946	57,102	57,508	58,119	58,323	58,525
6	56,989	58,697	60,852	61,258	61,868	62,072	62,275
7	60,738	62,446	64,602	65,008	65,617	65,821	66,024
8	66,869	68,577	70,732	71,138	71,748	71,952	72,155
9	71,328	73,035	75,191	75,597	76,207	76,411	76,614
10	81,325	83,032	85,188	85,594	86,205	86,409	86,611

FY 2023							
Step	Bachelors	B+30	Masters	M+15	M+30/MSW	CAGS/NBC	PHD
1	45,656	47,415	49,635	50,053	50,681	50,891	51,100
2	47,176	48,935	51,155	51,573	52,201	52,412	52,621
3	48,699	50,459	52,678	53,097	53,725	53,935	54,144
4	51,748	53,507	55,728	56,146	56,774	56,984	57,193
5	54,836	56,594	58,815	59,233	59,863	60,073	60,281
6	58,699	60,458	62,678	63,096	63,724	63,934	64,143
7	62,560	64,319	66,540	66,958	67,586	67,796	68,005
8	68,875	70,634	72,854	73,272	73,900	74,111	74,320
9	73,468	75,226	77,447	77,865	78,493	78,703	78,912
10	83,765	85,523	87,744	88,162	88,791	89,001	89,209

FY 2024							
Step	Bachelors	B+30	Masters	M+15	M+30/MSW	CAGS/NBC	PHD
1	47,254	49,075	51,372	51,805	52,455	52,672	52,889
2	48,827	50,648	52,945	53,378	54,028	54,246	54,463
3	50,403	52,225	54,522	54,955	55,605	55,823	56,039
4	53,559	55,380	57,678	58,111	58,761	58,978	59,195
5	56,755	58,575	60,874	61,306	61,958	62,176	62,391
6	60,753	62,574	64,872	65,304	65,954	66,172	66,388
7	64,750	66,570	68,869	69,302	69,952	70,169	70,385
8	71,286	73,106	75,404	75,837	76,487	76,705	76,921
9	76,039	77,859	80,158	80,590	81,240	81,458	81,674
10	86,697	88,516	90,815	91,248	91,899	92,116	92,331

All persons whose compensation is based on the Teachers' Salary Scale will be paid in accordance with Section 7-1.07 and in accordance with the salary schedule set forth in Appendix A. The first payment is to be made on the 2nd Friday after the opening of School. Individuals working beyond the normal school year shall receive compensation for the additional days on a bi-weekly basis. Employees who work part-time and/or job share shall earn pro-rated credit.

A-2: Professional Advancement Schedule – 2021-2024:

A-2.01 The Professional Advancement Schedule will be a percentage of the Bachelors' tenth step:

Bachelor's + 30 graduate hrs	2.10%
Master's Degree	4.75%
Master's + 15 graduate hrs	5.25%
Master's + 30 graduate hrs	6.00%
M.S.W.	6.00%
National Board Certified	6.25%
C.A.G.S.	6.25%
Doctorate	6.50%

A-2.02 Requests for salary entitlements on the Professional Advancement Schedule must be supported by official transcripts. All requests for salary entitlements or adjustments on the above schedule must be submitted by September 30th of the school year for which payment is requested. Requests submitted after September 30th will not be processed and paid until the following school year.

A-2.03 Teachers with multiple Masters Degrees may only receive compensation for one on the Professional Advancement Schedule. However any additional credits shall contribute towards a M+15 or M+30 compensation.

A-2.04 Credit for student teaching which is required for state certification shall not be acceptable for payments received on the Professional Advancement Schedule.

A-3: Additional Time Worked
Any teacher who is required to work any additional days for the Woonsocket Education Department shall be paid at his/her appropriate daily rate of his/her annual gross salary as defined in section 9-1.04.

A-4: High School and Middle School Department Heads - Payment Schedule
All Department Chairs will be responsible for the evaluation of all personnel upon which their stipend is based. Department Heads, Athletic coaches and extra-curricular advisors shall be subject to an annual performance evaluation.

A-4.01: Persons filling positions as High School Department Chairs or as District Nurse Supervisor or Physical Education/Health Chair shall receive a payment equivalent to the following listed percentage of the maximum Bachelor salary as compensation for carrying out their duties:

English	8.35%
Mathematics	8.35%
Social Studies	8.35%
Science	8.35%
Foreign Languages	8.35%
Unified Arts	8.35%
Guidance Counseling	8.35%
District Nurse Supervisor	8.35%
Physical Education/Health	8.35%

A-4.02: In addition to the payment above of 8.35%, the High School Guidance Counselor (hereafter "Counselor") Department Head shall serve for ten (10) days beyond the regular work year, to be paid at each counselor's per diem rate, with such service to be scheduled by the High School Principal. All other Counselors at the High School, and all Counselors at the Middle School shall serve five (5) days beyond the regular work year, to be paid at each counselor's per diem rate, with such service to be scheduled by the High School or Middle School Principal, as applicable. If the Principal seeks to have a Counselor serve in addition to these five (5) days, the Principal must seek approval from the Director of Finance.

A-5 Federal, Summer, Evening, Before and After School and Career and Technical Center

A-5.01 Teachers shall be compensated at the rate of \$40.00 per hour in Summer, Evening, Before and After School, and Saturday Programs and. Workshop participants shall receive \$35.00 per hour and trainers at \$40.00 per hour.

A-5.02 Federal guidelines, with respect to hourly rates, shall prevail when E.S.E.A. Programs are instituted.

APPENDIX B

B-1: Athletics - Coaches

ACTIVITY PERCENTAGE

Varsity Football Head Coach11.9%

HEAD COACHES

Baseball	8.35%
Basketball	8.35%
Field Hockey	8.35%
Hockey	8.35%
Indoor Track	8.35%
Outdoor Track	8.35%
Soccer	8.35%
Softball	8.35%
Volleyball Coach	8.35%
Wrestling Coach	8.35%
Assistant Football Coaches	7.15%
Assistant Coaches	5.25%
Middle School Coaches	5.25%
Cross Country Coaches	5.25%
Golf Coach	5.25%
Gymnastics Coach	5.25%
Tennis Coach	5.25%
Unified Basketball	5.25%
Unified Volleyball	5.25%
Intramural Coordinator	3.90%
Coaches, Intramural, Cheerleaders', Majorettes' (per seasonal Sport)	2.38%

B-2 Student Activity/Club Advisors

Senior High Yearbook (Format and Content)	5.25%
Senior High Publication (Quarterly)	5.25%
Senior High Yearbook (Business Manager)	4.28%
Class Advisors (4 Advisors each to follow the class from 9 th through 12 th)	2.38%
Band Director	11.90%

Choral Director	8.35%
Jazz Band Director	5.25%
Asst. Band Director	5.25%
Asst. Band Director	5.25%
Select Choir Director	5.25%
Asst. Choral Director	5.25%
Art Activities and Art Club	2.85%
Science Club	2.85%
Dramatics – Middle School	2.85%
Dramatics – High School	5.25%
National Honor Society Advisor	2.85%
RI Honor Society Advisor	2.85%
Student Council Advisor	2.85%
Debating Club	2.85%
Future Business Leaders of America Club	2.00%
Ski Club	2.00%
Skills USA Male	2.00%
Skills USA Female	2.00%
Spectrum (GSA)	2.00%
Math Club	2.85%
*Clubs	2.00%

* All clubs authorized by the Committee that have a definite constitution and meeting schedule shall receive compensation as listed above.

** There is an expectation that clubs and activities listed above involve significant after-school hours.

APPENDIX C

C-1: Travel Allowance

C-1.01 For teachers whose schedule, as approved by the Superintendent, or his/her designee, is equivalent to commuting to and from a school even when a different school building is visited each session: *None*

C-1.02 For teachers whose schedule, as approved by the Superintendent, or his/her designee, necessitates visiting a minimum of three (3) different school buildings daily or its equivalent: *\$175.00*

C-1.03 For teachers whose schedule, as approved by the Superintendent, or his/her designee, necessitates visiting four (4) or more school buildings daily or its equivalent: *\$375.00*

- C-1.04 For school attendance officers: \$2,500.00
- C-1.05 Other teachers required to travel between various schools and students' homes and who receive prior authorization shall be reimbursed in accordance with Internal Revenue Service mileage rates. Said teachers shall submit weekly mileage vouchers to the Superintendent's designee.
- C-1.06 Travel between home and school shall not be reimbursable.
- C-1.07 For all of the above, the teacher shall be entitled to the stipend provided the teacher uses his/her vehicle to travel from school to school.

C-2: Job Sharing

- C-2.01 In the event that an employee wishes to share his/her position, he/she must submit a written request to do so to the Superintendent of Schools not later than June 1 preceding the school year for which he/she wishes to job share.

The Superintendent, or his/her designee, will meet with the teacher making such a request to determine the working hours and teaching schedule being requested. The Superintendent will then recommend the working hours and teaching schedule to be posted for the remainder of the position to the School Committee for its approval.

The Guild will be advised of any such positions.

The granting of such job sharing is at the sole discretion of the School Committee. When two teachers share a position, the cost for fringe benefits, personal days, sick days, or any other leaves will not exceed what it would cost the School Committee to hire one person.

The Superintendent will solely determine the allocation of fringe benefits.

APPENDIX D

D-1: Longevity Pay

Certified personnel will receive an additional sum, called longevity pay, in accordance with the following schedule, in which the percentage set forth is in all instances applied to the base salary of a teacher at step 10 with a bachelors' degree only (hereafter "Longevity Base"). Years credited under the ERSRI for non-contractual substitute teaching time shall not be applicable toward payment of longevity.

Years of Service	Percentage
10-14 years of service, last 5 in WED	1.0% of Longevity Base
15-19 years of service, last 10 in WED	2.0% of Longevity Base
20-24 years of service, last 15 in WED	2.5% of Longevity Base
25-29 years of service, last 20 in WED	3.0% of Longevity Base
30+ years of service, last 25 in WED	4.0% of Longevity Base

APPENDIX E

E-1.01 Retirement - Medical Insurance

For all persons covered by this agreement who retire after June 30, 1997, and who, upon retirement, have twenty-eight (28) years or more of employment, which have been credited under the RI Retirement System, twenty (20) years of which are with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan that is in effect for teachers. The Woonsocket Education Department shall pay 80% of the cost of this individual coverage (50% for eligible retirees whose employment in the Woonsocket Education Department commences on or after July 1, 2013) on a monthly basis, but only until the retiree attains age 65, and for no more than six (6) years. If the retiree's payment of his/her portion of the premium is not received by the School Department by the 15th day of any month, the insurance coverage will be cancelled.

For all persons covered by this agreement who retire after June 30, 2000, and who, upon retirement, have thirty-two (32) years or more of employment, which have been credited under the RI Retirement System, twenty (20) years of which are with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan that is in effect for teachers for the individual. (For those retiring and eligible under this paragraph before July 1, 2024, individual-plus-a-spouse-or-child coverage will be provided.). The Woonsocket Education Department shall pay 80% of the cost of this individual coverage (50% for eligible retirees whose employment in the Woonsocket Education Department commences on or after July 1, 2013) on a monthly basis, but only until the retiree attains age 65 and for no more than six (6) years. (The child must be less than 26 years of age and otherwise deemed eligible for coverage under the insurance carrier's definition/guidelines.) If a child is deemed ineligible, the employee may purchase a family plan and pay the

difference between the cost of a family plan and two individual plans for no more than six (6) years.

For all persons covered by this agreement who retire after June 30, 2000, and who, upon retirement, have thirty-five (35) years or more of employment, which have been credited under the RI Retirement System, twenty (20) years of which are with the Woonsocket Education Department, the Woonsocket Education Department shall provide the individual medical insurance plan that is in effect for teachers. (For those retiring, and eligible under this paragraph, before July 1, 2024, individual-plus-a-spouse-or-child coverage will be provided.) The Woonsocket Education Department shall pay 80% of the cost of this coverage (50% for eligible retirees who employment in the Woonsocket Education Department commence on or after July 1, 2013) on a monthly basis, but only until the retiree attains age 65, and for no more than six (6) years. If the retiree's payment of his/her portion of the premium is not received by the School Department by the 15th day of any month, the insurance coverage will be cancelled.

- E-1.02 Should the retiree obtain paid medical insurance coverage elsewhere; or be eligible for such coverage whether from another source of employment, coverage available under a spouse, or otherwise; or if this benefit becomes available through the RI Retirement System, the Woonsocket Education Department shall not have to provide and pay for this benefit. If thereafter the retiree loses this coverage, or becomes ineligible, or if this benefit becomes unavailable through the RI Retirement System, the retiree shall be eligible to receive this coverage again as soon as feasible after prior notice to the Woonsocket Education Department of such loss, ineligibility, or unavailability, provided the retiree is otherwise eligible.
- E-1.03 The retiree annually shall provide the Woonsocket Education Department with a written declaration of his/her current alternate coverage or the availability thereof from another source, or the absence of same. This declaration (which shall include the retiree's mailing address) shall be filed with the Woonsocket Education Department not later than August 1 each year. Failure to provide the required declaration by August 1 shall relieve the Woonsocket Education Department from having to provide and pay for this coverage for the retiree for that year and until compliance for future years.
- E-1.04 All persons covered by the above may purchase a family plan at the cost to the retiree of the difference between the individual and family plan.
- E-1.05 For a teacher to qualify for this benefit, the teacher must notify the Committee, in the form of an irrevocable letter of intent to retire, by the greater of May 1 or at least forty-five (45) calendar days prior to the close of the school year. Teachers anticipating a mid-year retirement must notify the Committee, in the

form of an irrevocable letter of intent to retire, by the greater of December 1 or forty-five (45) days prior to the retirement date.

Extenuating circumstances which prohibit any employee from providing the irrevocable letter of intent to retire shall, upon written receipt of a request to waive said provision, be referred to the Superintendent for review and determination.

The Superintendent may at his/her sole discretion waive the ninety (90) day requirement for submission of a letter of resignation, or the five (5) day requirement for a mid-term resignation. If the teacher's written request for a waiver of these time limits is denied by the Superintendent, the sick leave bank can overturn the denial only if (1) the teacher's original written request to the Superintendent for a waiver of the time limit was filed not less than ninety days prior to the end of the school year, and not less than five days in advance in the case of a mid-year resignation; and (2) if the appeal to the sick leave bank is filed in writing not more than seven (7) days following the date of the Superintendent's written denial.

E-1.06 Teachers retiring after the close of the 2003 - 2004 school year who are eligible for Medicare and have 35 years of service, 25 of those years as a teacher in the Woonsocket Education Department, shall be provided with a Medicare supplement plan coverage subject to an employee contribution toward the cost of such coverage. The rate of the employee contribution towards the cost of such coverage commencing after June 30, 2013, shall be 20%.

E-1.07 Teachers with at least 25 years of continuous service to the Woonsocket Education Department on July 1, 2013 and who retire on a pension will be eligible for health insurance in retirement on the same terms as existed for those retiring on June 30, 2013, except that they will contribute 20% to the cost of health insurance or Medicare supplement. The plan of insurance shall be the same as is available to active employees at any given time, and no more than six (6) years of health insurance coverage will be provided before the employee converts to Medicare.

APPENDIX F – Innovation

The Committee and the Guild agree that the professional staff is and should continue to be a major source of development and innovation in improving the educational programs carried on in the schools. The Guild shall work toward increasing flexibility within contract parameters to promote an improved instructional process.

Upon formation of some new or innovative educational plan, individual schools, grades or groups of teachers can ask to be exempted from necessary contractual articles and/or School Committee Department policies. Permission for requested exemptions may be granted by the joint agreement of the Guild and the Committee.

An evaluation of each new and/or innovative program will be done at the end of each cycle and at that time will be reviewed jointly by the Guild and the Committee for either continuation or termination.

APPENDIX G – Sick Leave Pool

Section G-I

The Parties agree to meet and confer to by a date to which they mutually agree to consider reforming the process for implementation of the Sick Leave Pool to include compliance with all federal and state laws governing the disclosure of health and medical information, and other matters.

Section G-II: Creation

G-2.01 Any tenured member of the bargaining unit who wishes to be a member of the sick leave pool, shall donate one (1) sick day per year of membership. These days will not impact the sick day bonus account language (8-4.02). At the sole and absolute discretion of the Superintendent, non-tenured teachers may be eligible to apply to the Sick Leave Pool under extraordinary and unforeseen circumstances; however, the Superintendent's decision shall be non-reviewable, not subject to challenge as being arbitrary or capricious, and not subject to the grievance and arbitration process or any other challenge, legal or otherwise. Commencing the year following the use of sick time granted through the pool, non-tenured teachers shall have three (3) days per year deducted from their contractually provided fifteen (15) days per year. This reduction will only be implemented until such time as the borrowed days have been returned, thereafter, the original contract language shall prevail. Non-tenured teachers allowed to participate in the Sick Leave Pool shall donate one (1) sick day per year of membership. Separate pools shall be maintained and operated for teachers and paraprofessionals.

G-2.02 Days contributed to the pool by the above-mentioned individuals in the Woonsocket Education Department shall be considered aggregated and non-returnable, and will remain in the pool as long as the said pool continues to operate. If, however, the members at some future date wish to terminate the

existence of the pool, all unused days will be returned to the members in a fashion decided upon by the pool's Board of Governors.

- G-2.03 Teachers will be limited to draw from the sick leave bank only up to the number of days they have accumulated as of the first day of school of the current year. Exceptions can be made by consent of the Governing Board.
- G-2.04 Members drawing from the bank must return 'borrowed' days from any accumulation made prior to severance from the system.
- G-2.06 Teachers who become administrators will be ineligible for the sick bank and all contributed days will be considered premiums for their time in the bargaining unit.

Section G-III: Administration

- G-3.01 The Sick Leave Pool shall be governed by a six (6) member Committee, three (3) appointed by the President of Local 951, and the remaining three (3) by the Superintendent.
- G-3.02 This Committee shall be called the Sick Leave Pool Board of Governors, and its members shall serve for three (3) years. Members may be re-appointed. Vacancies occurring during a term will be filled by appointment.
- G-3.03 The members of the Board shall elect one of their own members to serve as Chairperson, also for a period of three (3) years.
- G-3.04 The Chairperson will maintain all records of the pool and shall present an accounting of the pool's operation to the general membership at its annual June meeting. A copy will also be sent to the Superintendent.

Section G-IV: Operation

- G-4.01 It is to be understood that the purpose of this pool is to provide extra sick days to those members suffering from a LONG TERM ILLNESS or have a family member who has a long term illness and the member is the demonstrated sole caregiver, but only after they have exhausted all of their own yearly, accumulated, and bonus sick leave.
- G-4.02 In order for a member to be eligible to draw from the pool, he/she must be a contributing member of the pool.
- G-4.03 Upon approval of these By-Laws by the Union Executive Board and the School Committee, all members will be asked within thirty (30) days from the date of approval, to fill out a form authorizing the Superintendent and the Woonsocket School Committee to withdraw two (2) sick days from his/her total sick leave, and to transfer these two (2) days to the Sick Leave Pool. In future years, only

newly tenured personnel will be asked to fill out his/her form, and this must be done within thirty (30) days from the beginning of their first tenured year of employment in the Woonsocket School Department. A member who fails to join the Sick Leave Pool in accordance with these provisions shall forfeit all future use of the pool.

Section G-V: Use of the Pool

- G-5.01 After a member has exhausted all of his/her own yearly, accumulated and bonus sick leave and if he/she then is out of school due to illness for five (5) consecutive days, he/she may apply in writing to the Board of Governors for additional sick leave, to be drawn against the pool. This request must be accompanied by a letter from a certified medical doctor indicating that the member is unable to return to work.
- G-5.02 Upon receipt of this written request, the Chairperson of the Board of Governors shall call a meeting of the Board to decide upon the request. If the Board decides, by majority vote, to award the requested leave, the award will be for a specific amount of days and retroactive to the first day after which the member had exhausted his/her own sick leave. The member requesting this leave shall be informed, in writing, of the Board's decision.
- G-5.03 Once the sick leave has been granted, the member may continue to draw against the pool up to the amount of approved days as long as he/she remains out of school provided that he/she submits a letter from his/her certified medical doctor every thirty (30) calendar days indicating that he/she is unable to return to work. This letter must be in layperson's terms and must include the doctor's estimate of a return to work date.
- G-5.04 If the member draws more than sixty (60) days from the pool, the Board of Governors may ask the said member to submit to a physical examination given by a medical doctor selected by the Board and paid equally by the Union and the School Committee.
- G-5.05 If a school year ends and a member remains ill to the extent that he/she cannot return to work in September of the following school year, he/she must re-submit application for further sick days to the Board of Governors.
- G-5.06 The maximum number of days allowed to be drawn by a member is one hundred and eighty (180) over the course of two (2) years.
- G-5.07 The Board of Governors shall have the power to waive any of the above provisions when they feel the circumstances warrant such action.

- G-5.08 In the event of an appeal of a decision by the sick leave board, the Superintendent and the President of the Guild will appoint a six-member panel to serve as an appeals board.

Section G-VI: Changes

- G-6.01 Any member who wishes to change or amend these By-Laws must submit the proposed changes, in writing, to the Union Executive Board, the Superintendent, and the Board of Governors for approval.
- G-6.02 Once ratified by the Union membership and the School Committee, these By-Laws are not subject to change or amendment without the prior approval of the Union Executive Board, the School Committee, and the Board of Governors.

APPENDIX H - Tenure

- H-1.00 The granting of teacher tenure is at the sole discretion of the Superintendent.

Each teacher shall be treated as an individual, and circumstances surrounding each teacher shall be scrutinized by the Superintendent. Said circumstances shall include, but not be limited to, job performance (evaluation) and attendance. Absences, which are covered by the FMLA (e.g. maternity leave, etc.) shall be viewed with more latitude than normal day-to-day absences (de minimis standard), therefore waiving the "15% rule", which was previously implemented. The above terms and conditions may, at the Superintendent's discretion, be retroactive in the granting of tenure. Nothing in this language shall be inconsistent with the State teacher tenure law.

- H-2.00 The Committee agrees to produce a tenure list no more than ten (10) days after the start of the school for teachers. Teachers who are not eligible for tenure but are waived from evaluation must be notified with ten (10) days after the start of school for teachers.

AGREED TO BY:

WOONSOCKET SCHOOL COMMITTEE

WOONSOCKET TEACHERS' GUILD
AFT, LOCAL #951 (American Federation
of Teachers)

By: Paul A. Bouquet

By: [Signature]

Date: 8/11/21

Date: 8/11/21