

## **MEMORANDUM OF AGREEMENT**

The Woonsocket School Committee (“Committee”) and the Woonsocket Teachers’ Guild, Local 951, American Federation of Teachers (“Union”) are Parties to a collective bargaining agreement, extending from July 1, 2021 through June 30, 2024 (“CBA”);

WHEREAS, Article VII, Section 7, Paragraph 7-7.04 of the CBA provides for payment to teachers who “cover a class during their preparation period” in the amount of \$40.00 per hour for coverage of a class within the teacher’s area of certification and \$30.00 per hour for coverage of a class outside of the teacher’s area of certification;

WHEREAS, a teacher providing this kind of “coverage” is serving as a “substitute” teacher by providing daily or short-term services for students but only until the regular classroom teacher can return to work from a daily or short-term absence (generally fewer than five days);

WHEREAS, the Parties recognize that a shortage of certified teachers in “hard to fill” subject areas has created vacancies and lead to the development of a different kind of “coverage,” which is not “substitute” service, but shared service by members who together deliver ongoing educational services for the duration of the school year as would a single teacher filling that vacant position;

WHEREAS, in these circumstances, each in a group of five teachers delivers educational services in a single class over the course of the school day;

WHEREAS, on a given day, depending upon the schedule rotation, the class would be one period of approximately 50 minutes (“regular” schedule), or two periods of approximately 100 minutes (“block” schedule);

WHEREAS, each of these teachers provides ongoing and continuous service to the same cohort of students who regularly attend the same class during their unassigned period (but not their preparation period) by carrying out the activities of a regular classroom teacher, *i.e.*, monitoring student work including homework, developing, delivering, and grading assessments, and fostering relationships with the students and their families;

WHEREAS, these teachers serve in the same manner as would any classroom teacher serving daily throughout the work year, except that they have responsibility for a single class in a subject area rather than multiple classes over the course of the day;

The foregoing RECITALS are INCORPORATED, and the Parties HEREBY AGREE as follows:

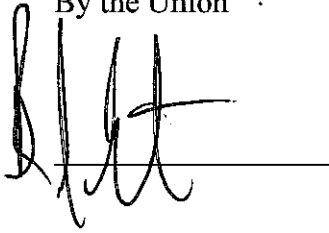
1. A teacher who regularly and continuously provides educational services throughout the school year during his/her unassigned period (but not their preparation period) to the same cohort of students in a single class, as would a regular classroom teacher who serves that class, and as described above, shall be paid 1.2 of  $1/7$  of his/her per diem rate for each period of approximately fifty (50) minutes in which he/she serves on a given day. This means that if a teacher serves for one period on a given day, he/she shall be paid  $1.2 \times 1/7^{\text{th}}$  of his/her per diem rate for service on that day; if on another day the teacher provides service for two periods, the teacher shall be paid  $1.2 \times 2/7^{\text{th}}$  of his/her per diem rate for service on that day.
2. The determination as to whether provides services to students through the shared duty reflected in this MOA, or by filling the vacancy with a qualified teacher remains the sole, exclusive, and non-delegable decision of the Superintendent and/or Principal.

This MOA shall extend through June 30, 2024, but shall “sunset” notwithstanding the provisions of R.I. Gen. Laws § 28-9.4-13.

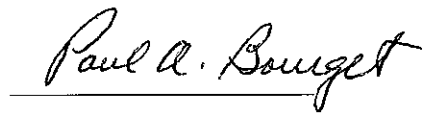
Dated: 12/15/21

Dated: 12/15/21

By the Union

A handwritten signature in black ink, appearing to be "R. H. H.", written over a horizontal line.

By the Committee

A handwritten signature in black ink, reading "Paul A. Bourget", written over a horizontal line.