

## THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING**  
**AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL**  
**1704, AFT (SCHOOL YEARS 2011 – 13)**

No.

*Passed:*


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*Anthony J. Lupino, Council President*
*Approved:*


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*Allan W. Fung, Mayor*
*It is ordained by the City Council of the City of Cranston as follows:*

**Section 1.** The Cranston School Committee having bargained collectively with the Cranston Teachers' Alliance Local 1704 AFT, which is the certified bargaining representative of Teachers Unit as set forth in the attached contract;

**Section 2.** The School Committee posted a copy of the proposed contract and was made public and posted on its website in accordance with Section 11.02.1 of the Cranston Home Rule Charter as amended on (November 2, 2010 and certified on November 9, 2010) at least 72 hours notice prior to the public hearing on August 22, 2011 at which time the School Committee voted to approve the attached agreement.

**Section 3.** That the agreement in writing between the School Committee and the Cranston Teachers' Alliance Local 1704 AFT, copy of which is attached hereto is hereby ratified, confirmed and approved by the City Council.

**Section 4.** Any additional agreements, letters of understanding, contract addendums or modifications during the life of this collective bargaining agreement between the parties must be ratified by the City Council and comply with Charter sec. 11.02.1

**Section 5.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

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 Christopher M. Rawson, Solicitor

Date

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 Christopher M. Rawson, Solicitor

Date

Introduced pursuant to: Charter Sec. 11.02.1

Referred to Finance Committee September 15, 2011

# CTA / CPS Tentative Agreement 8-11-11

The following modifications to the 2009-2012 Teacher Collective Bargaining Agreement are agreed to by the parties, subject to ratification.

## 1. Duration

The duration of the collective bargaining agreement shall be September 1, 2011 to August 31, 2013.

## 2. Salary and step movement.

The salary increase in the 2009-2012 Collective Bargaining Agreement to be effective for the 2011-2012 school year is rescinded. There shall be no increase in salary for the 2011-2012 and the 2012-2013 school years.

## 3. Medical Insurance Cost-sharing

### ARTICLE XXV INSURANCE

A. The Committee will provide the following individual medical and dental coverage for a teacher or, upon request of the teacher, shall provide family plan coverage for each teacher who is married or has a domestic partner (as defined in attached Appendix G) or has dependent children. To be eligible for such benefit, the teacher and the domestic partner must fill out, execute an affidavit appended to this Agreement as Appendix G and return the same to the District's Human Resource Office. In the event of a change in status in which the non-teacher is no longer a domestic partner, the teacher shall immediately notify the Superintendent of Schools or his designee and such healthcare coverage shall no longer be provided. Printed application forms must be requested, completed and returned to the Benefits Office in order to initiate this coverage. The base plan for all employees will be those benefits in effect as of the signing of this Agreement. The summary of these benefits is appended to this agreement as Appendix H. ~~Effective at the beginning of the 2009-2010 school year, the amount of premium cost share paid by teachers shall be 15%.~~ Effective in the beginning of the 2011-2012 school year, the amount of premium cost-share paid by teachers shall be ~~17%~~ 20%. Payment under this section shall be subject to Section 125 of the IRS code.

Effective in the 2011-2012 school year, the medical benefits shall conform with Plan 1B adopted by the Board of the Rhode Island Uniform Public School Employees' Healthcare Benefits Program. (\$0 Preventative, \$15 / \$25 / \$35 / \$100 Co-pay for OV / Specialist / Urgi / E, \$5/\$15/\$30 Rx.)R

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## 4. Layoffs

### ARTICLE XV

#### Seniority

##### B. Staff Reduction

1. In the event that a reduction of the number of employees in the bargaining unit is necessary because of declining pupil enrollment, financial considerations, or for other good or just cause, employees shall be laid off in reverse order of seniority.

At no time in any calendar year shall staff reduction in the bargaining unit achieved through layoff, exceed a net of 1% of the previous year's bargaining unit total. Such calculation shall exclude losses due to attrition. Positions created in the 2009-2010 and 2010-2011 school years using funds provided by the American Recovery and Reinvestment Act, the identification of which shall be agreed to by the parties, shall be excluded from the layoff cap.

In the event of declining enrollment, the work force may be reduced by an additional 2%.

**Notwithstanding the above provision, the total number of bargaining unit members, expressed as full-time equivalent positions (FTE), shall not be diminished for the duration of the agreement. The minimum number of full-time equivalent positions shall be 913.3 bargaining unit members.**

## 5. Jamboree

### ARTICLE XVI

#### REASSIGNMENT AND TRANSFER

A.. All newly employed teachers may be assigned in accordance with the procedure in this Agreement to any school appropriate to the areas of certification. Newly hired teachers must teach three years in the area of certification for which they were hired unless involuntarily transferred.

B. The Committee and the Alliance recognize that some involuntary transfers of teachers from one school to another or reassignment within a school is unavoidable. The parties agree to the following procedure to effect the involuntary transfer or reassignment:

1. Notification of involuntary transfer shall be given to the teacher no later than five (5) working days before the close of school and such transfers shall only be effective at the beginning of the following school year.

2. Involuntary transfers shall be limited to transfers necessitated by decreasing pupil enrollment and/or changes in program or curriculum.

3. a. Involuntary transfers shall be made in reverse order of seniority by certification.

b. In a circumstance where the specific educational needs within a specific building can only be attained by retaining a junior teacher, the next least senior teacher may be transferred.

c. In those circumstances where the specific educational needs of the system can only be attained by the retaining of a junior teacher within a building, the next least senior teacher may be transferred. In the event that volunteers for said transfer are not forthcoming, the school committee, through its agents, shall meet with the President and/or his/her designee to explain the specific nature of the educational need and the personnel changes which will be necessary.

d. In the event that an involuntary transfer must be made outside of the authority outlined in 1, 2 and 3(a), (b), or (c) above, it shall be for ~~extraordinary and~~ compelling reasons that the School Administration will document and explain to the Alliance and the individual. The following procedures shall govern involuntary transfers under this Section:

i. Any candidate for transfer under this provision shall be transferred immediately.

ii. Any teacher identified for transfer under this Section shall have the right, through the Alliance, to resort to expedited arbitration to determine whether or not the Administration's reasons are ~~extraordinary and~~ compelling. The parties shall mutually agree on a permanent arbitrator who will provide decisions to contested cases within thirty (30) days of the request for a decision.

iii. Should an arbitrator rule in favor of the teacher, he/she shall be returned to his/her former position.

iv. Should an arbitrator rule in favor of the Administration, the teacher will stay in the position to which he/she was transferred.

4. Any involuntary transfer will be implemented only after consultation between the teacher involved and a representative of the administration. The teacher will be notified of the reasons in writing within five (5) days of the meeting.

5. In the event that unforeseen circumstances such as death or resignation occur after the notification date in B- I above and in the event that no volunteer is available to fill the position, an involuntary transfer may be made. Notification of involuntary transfer in this instance shall be communicated to the teacher in writing within fifteen (15) calendar days of the event giving rise to the transfer.

6. In all instances, volunteers for reassignment will be sought before an involuntary transfer is made.

C. A vacancy shall be defined as the availability of a position caused by death, retirement, promotion, resignation, long term leave of absence, or lay-off.

1. Prior to the end of school a "jamboree" will be held for the purpose of job selection and transfer. All teachers will be eligible to participate in descending order of seniority.

- a. In advance of the jamboree a list of known vacancies which will be available during the following school year shall be posted in all school buildings.
- b. Prior to the end of the school year, the superintendent shall forward to the Alliance president the following: a) a list of vacancies which will be available during the following school year, b) a list of teachers who have been involuntarily transferred, and c) a list of teachers returning from leave.

Teachers who have been involuntarily transferred and teachers returning from leave will receive advance notice of the time and date of the jamboree.

2. No selection into a different area of certification will be honored under this procedure if the effect of which is to block the recall of a teacher from the suspension list.

3. If a position is vacated after all involuntary transfers, voluntary transfers and returns from leave have been placed and if the position cannot be filled by a teacher on layoff, if the vacancy is to be filled it shall be filled on a temporary basis until the next posting.

4. In the event that a vacancy occurs or a new position is created after the completion of the voluntary round of the Jamboree, but before the opening of school, the Administration after consultation with the Alliance shall have the option to declare the position as an expedited posting. This designation shall allow Cranston Public Schools to post the position after a seven day waiting period for selection by qualified members within the bargaining unit. Notification of this posting shall be the responsibility of the personnel office. The official posting shall be in the Sunday edition of the Providence Journal. The posting shall also be listed on the web site of the Cranston Public Schools. In the event that no one from within the bargaining unit bids upon this position a person may be appointed to the position on a permanent basis. All other rules and policies regarding the Jamboree process shall remain in full force and effect.

5. High School or Middle School Health/Physical Education positions may be posted at Jamboree as gender specific provided that the administration furnish documentation to the Alliance President verifying locker room supervision cannot be otherwise arranged.

6. Effective upon the implementation of a revised teacher evaluation system in the 2011-2012 school year, any teacher who has a rating of ineffective on the formal teacher evaluation instrument may not participate in the jamboree process for the purpose of obtaining a voluntary transfer without the prior approval of the Cranston School Department Superintendent or her/his designee. Requests by a teacher who has a rating of ineffective shall be submitted to the Superintendent or her/his designee at least one week prior to the scheduled Jamboree date.

7. The parties agree to form a joint committee that will meet in the 2011-2012 school year to continue discussion of the teacher assignment process and the basic education plan.

## 6. Elementary and High School Common Planning Time

### ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

A. Except as otherwise provided in this Agreement, the official length of the teachers' school day shall not exceed six hours and ~~forty~~ thirty-five minutes at the elementary level and six hours and fifty minutes for all others.

B.1. Teachers may be required to attend the following meetings after the regular school day. The numbers of meetings stated below are to be considered a maximum. Those persons responsible for calling such meetings will only do so when, in their professional judgment, a meeting is absolutely necessary.

a. Eleven (11) building meetings per year, called by the school principal, not to exceed one (1) hour in duration.

b. Two (2) professional development meetings called by the Administration not to exceed two hours in duration. The Administration may schedule groups of teachers from different schools with the same dismissal time to attend said meetings. The meeting shall start within twenty (20) minutes of the end of the teachers' normal work day. Attendance at these meetings shall be subject to the professional development requirements provided in Article VIII Section U and compensated accordingly.

Five (5) secondary school meetings per year, up to one hour in duration, curriculum, in-service, or other meetings called by department chairs, program supervisors or building administrators.

Elementary principals may call up to four meetings (one per quarter) for curriculum based or school based professional development initiatives.

2. The school administration shall prepare a tentative schedule of the above meetings and distribute same on teacher orientation day. Changes in said schedule may be made because of inclement weather or situations beyond the control of the administration. Notice of the makeup meeting date shall be given to the teachers at least five (5) school days prior to the meeting.

3. When deemed appropriate by the administrator, itinerants may be included in building staff meetings, provided the total number of meetings does not exceed the limits outlined in Article VIII., B.1 a, b, c., d. Evening performances or activities conducted by unified arts teachers shall be counted against the total number of meetings mentioned in Article VIII., B.1 a, b, c., d.

C. Teachers will be required to attend one evening meeting per year, called at the discretion of the administrator responsible for the directing of such meeting. One additional meeting for public involvement in programs may be held with prior consultation between the building principal and the CTA building representative. Meetings held under the section shall be charged to B1 above.

D. Teachers will have a duty-free lunch period of the same length of time as students.

E.1. For high school teachers, the normal seven (7) day instructional cycle based on 55-minute periods will include:

- a. Thirty (30) class periods
- b. One (1) daily unassigned period
- c. Five (5) administrative periods

- d. Teachers scheduled to teach inclusion classes will be relieved of one administrative period per cycle to provide additional common planning time organized around improvement of student learning
- e. Additional time for personalization periods as determined by a majority vote of the faculty at each school.
- f. Commencing in the ~~2009-2010~~ **2011-2012** school year, high school teachers shall be scheduled to participate in ~~two thirty (30) minute periods~~ **one sixty (60) minute period** of common planning time meetings per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1. ~~Student schedules shall be adjusted to provide for common planning time to end no later than five (5) minutes beyond the end of the normal teacher work day.~~ **These meetings will begin as soon as the student day ends.** Attendance at common planning time activities is mandatory unless excused by the building principal.

2. For middle school teachers, the normal five (5) day instructional rotating cycle shall include:

- a. Twelve 55 minute classes
- b. Three 15 minute advisory periods
- c. Eight 50-minute classes
- d. Two 45-minute Performance Skills/Ensemble periods
- e. Three team planning periods (to be used for the coordination of curriculum, instruction and conferencing) or additional office assignments for those teachers not assigned to a team
- f. Two office assignments per week
- g. Five unassigned periods, one per day

3. The primary purpose of the unassigned period is class preparation and a teacher will spend either this period or at least an equivalent amount of time outside the school day on class preparation.

4. Elementary classroom teachers, excluding kindergarten teachers, shall be allowed 350 minutes for planning and education related activities for each ten day cycle. Such time shall be exclusive of lunch and the time before and after the beginning and end of the student's school day.

a. Elementary itinerant teachers shall be allowed 350 minutes for planning and education related activities for each 10 day cycle. Such time shall be exclusive of lunch. The time before and/or after school shall be excluded only if the itinerant has been assigned duties during that time, such as bus duty or morning duty.

b. Kindergarten teachers shall be allowed a 55 minute block of time between A.M. and P.M. sessions, inclusive of lunch and travel.

c. In addition to the 350 minutes for planning and education related activities for each ten (10) day cycle, the school administration shall make a good faith effort to provide a thirty (30) minute block of common planning time per week, organized around improvement of student learning, to elementary teachers scheduled to teach inclusion classes.

**d. Commencing in the 2011-2012 school year, elementary teachers shall be scheduled to participate in one sixty (60) minute period of common planning time meeting per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1. These meetings will begin as soon as the student day ends. Attendance at common planning time activities is mandatory unless excused by the building principal.**

**Effect on other agreement provisions.** All other terms and conditions of the existing agreement not specifically modified in this extension agreement shall remain in full force and effect during the contract term running through August 31, 2013. All agreed upon changes or modifications to the existing agreement are incorporated into this existing agreement and there are no other understandings, representations or promises between the parties.

**Ratification.** The tentative agreement has been negotiated in good faith by the bargainingnegotiation representatives of both the Committee and the Cranston Teachers' Alliance, Local 1704, AFT and is subject to ratification by the Cranston School Committee, the Cranston City Council and by members of the Cranston Teachers' Alliance Local 1704. The parties hereto agree to convene their respective constituencies as soon as practicable for the purpose of ratifying the Teantaive Agreement.

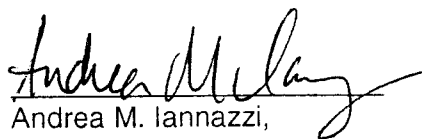
## 7. Salary

### APPENDIX A Annual Salary Schedule

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-2013</u>
STEP 1	\$37,940	\$38,000	\$38,000
STEP 2	\$40,989	\$40,470	\$40,470
STEP 3	\$44,098	\$43,100	\$43,100
STEP 4	\$47,525	\$45,902	\$45,902
STEP 5	\$50,977	\$48,886	\$48,886
STEP 6	\$54,058	\$52,063	\$52,063
STEP 7	\$57,450	\$55,447	\$55,447
STEP 8	\$60,649	\$59,051	\$59,051
STEP 9	\$63,641	\$62,889	\$62,889
STEP 10	\$69,838	\$66,977	\$66,977
STEP 11	\$73,710	\$71,331	\$71,331
STEP 12		\$73,900	\$73,900

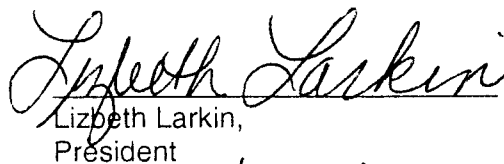
The provisions of this Tentative Agreement will become effective on September 1, 2011 and will continue in full force and effect until to August 31, 2013.

Cranston School Committee

  
Andrea M. Iannazzi,  
Chairperson

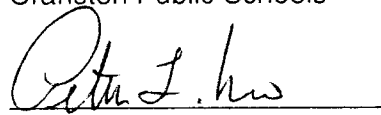
Date: 8/24/11

Cranston Teachers' Alliance

  
Lizbeth Larkin,  
President

Date: 8/24/11

Cranston Public Schools

  
Peter L. Nero,  
Superintendent

Date: August 23, 2011



CRANSTON PUBLIC SCHOOLS  
COLLECTIVE BARGAINING  
FISCAL IMPACT STATEMENT  
TEACHERS  
2011 - 2013

<u>CATEGORY</u>		<u>2011-2012</u>	<u>2012-2013</u>
SALARY INCREASE	(A)	(1,416,203)	(1,416,203)
OTHER COMPENSATION	(A) & 1	(55,858)	(55,858)
STEP SCALE RE-ALIGNMENT		(401,883)	(347,373)
CERTIFIED PENSION	(B)	(246,404)	(239,193)
MEDICARE TAXES		(25,835)	(25,060)
INCREASE IN COST-SHARING	(C) & 2	(429,975)	(280,773)
PLAN DESIGN CHANGES		100,148	146,884
	TOTAL SAVINGS	<u>(2,476,010)</u>	<u>(2,217,576)</u>
	SUMMARY		<u>(4,693,587)</u>

(A) SALARY INCREASE

2011-2012 - 0.0%

2012-2013 - 0.0%

(B) CERTIFIED PENSION

2011-2012 - 13.23%

2012-2013 - 20.98%

(C) BENEFITS

2011-2012 - 20% COST SHARE

2012-2013 - 20% COST SHARE, 10% RATE INCREASE (HEALTH), 5% RATE INCREASE (DENTAL)

FOOTNOTES

2011-2012

(1) - CATEGORIES AS IDENTIFIED IN APPENDISES A THROUGH E

(2) - PLEASE NOTE THAT ABOVE-REFERENCED SAVINGS IS LESS 17% COST SHARING  
ALREADY BUDGETED FOR IN 2011-2012.

(3) - PLAN 1B OF THE 2011 MUNICIPALITY GENERIC SCHOOL BENEFIT OPTIONS  
2011-2012 - \$100,148 (9 MONTHS)  
2012-2013 - \$146,884 (FULL YEAR)



# CITY OF CRANSTON SCHOOL COMMITTEE

845 Park Avenue  
Cranston, Rhode Island 02910-2790

August 11, 2011

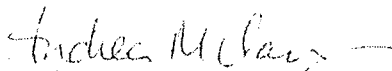
Ms. Lizbeth Larkin, President  
Cranston Teachers' Alliance  
176 Mayfield Avenue  
Cranston, RI 02920


School Committee  
Andrea M. Iannazzi, Chairperson  
Frank S. Lombardi, Clerk  
Steven Bloom  
Stephanie A. Cuthane  
Paula BM McFarland  
Janice Ruggieri  
Michael A. Trafficante

Dear Ms. Larkin:

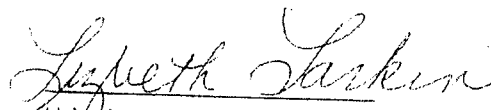
This letter is to confirm the agreement made by the parties during the 2011 renegotiation of the teacher Collective Bargaining Agreement. We agreed to establish a City-wide Program Supervisor position for Librarians. The position will be funded for the duration of the 2011-2013 Collective Bargaining Agreement. The position will be compensated in accordance with Appendix B of the Collective Bargaining Agreement. The teaching schedule of the Library Program supervisor position shall be 60% or 3 classes as provided for other program supervisors in Article XIV, Section E.

Sincerely,

  
Andrea M. Iannazzi, Chairperson  
Cranston School Committee

  
Peter Nero, Superintendent  
Cranston Public Schools

I acknowledge receipt of this letter and agree with the contents.

  
Lizbeth Larkin, President  
Cranston Teachers Alliance

8/11/11  
Date

TEL: (401) 270-8143 • FAX: (401) 270-8703 • TDD: (401) 270-8115

The Cranston Public Schools welcomes diversity in its employment opportunities, programs and activities.



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845 Park Avenue  
Cranston, Rhode Island 02910-2790

August 11, 2011

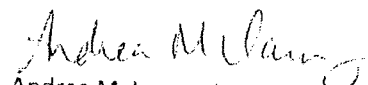
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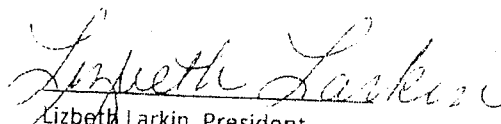
This letter is to confirm the agreement made by the parties during the 2011 discussion of collective bargaining agreements and the school budget revisions. We agreed to change the structure of the instructional program at the Horton School and will provide employment for all displaced Special Education Teacher Assistant(s) and Behavioral Technical Assistants for the 2011-2012 school year.

Sincerely,

  
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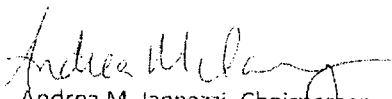
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Dear Ms. Larkin:


This letter is to confirm the agreement made by the parties during the 2011 renegotiation of the teacher collective bargaining agreement. We agreed to extend the AFT Innovation model evaluation pilot for a second year. The new evaluation system shall be piloted for the 2011-2012 school year. The parties shall continue to collaborate in the implementation of the new evaluation system for the duration of the collective bargaining agreement.

Sincerely,

  
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Date

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**MASTER AGREEMENT**

**BETWEEN THE**

**CRANSTON SCHOOL COMMITTEE**

**AND THE**

**CRANSTON TEACHERS' ALLIANCE**

**LOCAL 1704, AFT**

**September 1, 2009**  
**to**  
**August 31, 2012**



**The Cranston Public Schools welcomes diversity in its employment opportunities, programs and activities.**

**Title IX Coordinator for Employment**

**Raymond L. Votto, Jr.  
Chief Operating Officer**

## TABLE OF CONTENTS

Article I – Preamble.....	
Article II – Recognition.....	
Article III – Rights of the Committee.....	
Article IV – Rights of the Alliance.....	
Article V – Negotiation Procedure.....	
Article VI – Grievance Procedure.....	
Article VII – Employment Standards.....	
Article VIII – Teachers Hours and Teaching Load.....	
Article IX – Class Size.....	
Article X - Textbooks and Supplies.....	
Article XI – Protection.....	
Article XII – Teacher Facilities.....	
Article XIII – Teacher’s File.....	
Article XIV – Teaching Schedules.....	
Article XV – Seniority - Staff.....	
Article XVI – Reassignment and Transfer.....	
Article XVII – Promotions.....	
Article XVIII – Teacher Evaluation.....	
Article XIX – Long Term Leaves of Absence.....	
Article XX – Short Term Leaves of Absence.....	
Article XXI – Personal Injury and Personal Property Benefits.....	
Article XXII – Non Teaching Duties.....	
Article XXIII – Substitute Teachers.....	
Article XXIV – Positions in Summer School, Evening School Under Federal Programs and Extracurricular Activities .....	

## **TABLE OF CONTENTS (continued)**

Article XXV – Insurance.....	
Article XXVI – Payroll Deductions.....	
Article XXVII – Salaries.....	
Article XXVIII – Salary Continuation Policy .....	
Article XXIX – Specialists.....	
Article XXX – Personnel and Academic Freedom.....	
Article XXXI – Maintenance of Classroom Control and Discipline .....	
Article XXXII – Curriculum.....	
Article XXXIII– Tax Sheltered Annuity.....	
Article XXXIV - General.....	
Article XXXV – No Strike – No Lockout.....	
Article XXXVI – Fair Dismissal Policy.....	
Article XXXVII – Duration.....	
Appendix A.....	
Appendix B.....	
Appendix C.....	
Appendix D.....	
Appendix E.....	

## **CRANSTON SCHOOL COMMITTEE**

Michael Traficante, Chairperson  
Andrea Iannazzi, Clerk  
Stephanie Culhane  
Frank Lombardi  
Paula McFarland  
Janice Ruggieri  
Steven Stycos

## **NEGOTIATIONS COMMITTEE**

Peter Nero, Superintendent  
Judith Lundsten, Assistant Superintendent  
Joseph Balducci, Chief Financial Officer  
Raymond L. Votto, Jr., Chief Operating Officer  
Benjamin Scungio, Chief Spokesperson

## **CRANSTON TEACHERS' ALLIANCE**

### **LOCAL 1704, AFT**

Francis J. Flynn, President  
Lizbeth Larkin, Vice President  
Wm. Kenneth Bowling, Jr., Treasurer  
Susan Tardio, Secretary

## **NEGOTIATIONS COMMITTEE**

Francis J. Flynn, President  
Lizbeth Larkin, Chairperson  
James Parisi, Chief Spokesperson  
Debra D'Amico  
Eleanor McJunkins  
Paul Petit  
John Santangelo  
Matthew Sheridan  
Paula Titon  
John Zolli

## **ARTICLE I PREAMBLE**

The Cranston School Committee (hereinafter referred to as the Committee) and the Cranston Teachers' Alliance (hereinafter referred to as the Alliance) have negotiated the following Agreement pursuant to Chapter 9.3 of Title 28 of the General Laws of Rhode Island. The objective of this Agreement is to provide the highest quality educational program for the Cranston Public Schools in accordance with the highest aspirations of the community and the professional teaching staff.

The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement the Agreement in the same spirit.

## **ARTICLE II RECOGNITION**

The Committee recognizes the Alliance as the sole and exclusive statutory representative of certified classroom teachers, teachers of the homebound, librarians, nurses, guidance counselors, reading consultants, department chairpersons, program supervisors, social workers and ten-month psychologists, including such personnel who are on approved leave of absence but excluding per diem teachers.

The Alliance agrees to represent equally all personnel in the negotiating unit without regard to membership or participation in the activities of the Alliance or any other employee organization, and to continue to admit teachers to membership without qualification other than payment of dues and employment in the Cranston Public Schools.

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Alliance in the negotiating unit as defined above. Unless otherwise noted herein, secondary schools shall refer to teachers at the middle school and high school level.

## **ARTICLE III RIGHTS OF THE COMMITTEE**

There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, and by the Charter of the City of Cranston, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.

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

## **ARTICLE IV RIGHTS OF THE ALLIANCE**

A. The Committee agrees, upon written request of the Alliance, to release to said Alliance information available to the Committee concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, non-privileged information as will assist the Alliance to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional

employment for all teachers in the negotiating unit. It is further agreed that the Committee will have up to 30 school days to respond to such Alliance requests, and that the Committee may, at its option, fulfill such requests either by written response to the Alliance or by making pertinent records available to an Alliance representative in Committee offices. In case the Committee exercises the latter option, the Alliance representative may not remove any Committee record from the Committee's offices without the written consent of the Committee.

It is further agreed that the Committee shall not be required to prepare or to conduct any analyses, surveys, research or studies in response to Alliance requests.

#### B. Use of School Facilities

1. The Alliance shall have the right to use school buildings for professional meetings during times when buildings are manned by the custodial staff and provided also that such use does not interfere with or impair the instructional program in any way. Except in emergency (which shall require notice as soon as practicable), the Principal of the building involved must be notified at least five school days in advance of the time and place of such meeting. If the use of said school building or buildings by the Alliance results in any expense to the Committee for utilities, custodial services, or any other service or item, the Alliance shall reimburse the Committee for such expense.

2. It is further agreed that the Alliance will leave any premise used by it in suitable condition for the next user.

The Committee agrees to permit the Alliance the use of one half of the bulletin board in each teachers' room for the purpose of posting official Alliance notices. The authorized Alliance representative of each building shall be responsible for the posting of all such notices and the content thereof. All notices, prior to posting, shall be signed by the authorized Alliance representative of that building. Copies of all such material will be shown to the principal before his/her posting, but advance approval of the material will not be required.

No member of the administration will assume responsibility for the preparation, posting, or distribution of materials for the Alliance or for any other competing teacher organization.

#### 3. Use of Telephones

The Alliance or any Committee or representative thereof shall have the right to use school telephones for local school related telephone calls, provided that a non-coin school telephone is available to the school administration at all times and provided also that any such use by the Alliance representatives does not interfere with the school program in any way.

C. The Committee agrees that except in case of emergency the Committee will notify the Alliance of any rule or policy change not covered by this Agreement pertaining to hours, salary, or other items or conditions of professional employment within a reasonable time prior to the effective date of such rule or policy change. Upon written request from the Alliance to the Committee within five school days after such notification by the Committee, the Committee will afford the Alliance an opportunity to consult with the Committee as to the same before its effective date.

#### D. Released Time

At the option of the Alliance one teacher designated by the Alliance shall be granted nonrenewable leave of absence without pay for the year in which he holds office in the Alliance, subject to the following conditions:

1. Such leave must be requested by May 15 preceding the school year for which leave is requested. The Superintendent must be notified (in writing) by March 1 of the year in which the leave is taken of intention to return.

2. The Committee is not obliged to return the teacher to the assignment held immediately prior to taking leave, but the Committee will make a good faith effort to do so at the option of the returning teacher.

3. Teachers granted such leaves of absence shall be required to pay both their own and the Committee's regular contributions to all plans requiring such contributions.

4. If the teacher is not returned to the assignment held immediately prior to taking leave under this section, he shall be placed first on the voluntary transfer list.

5. A teacher accorded leave under this section shall, upon return to a teaching assignment, be placed upon the salary schedule without loss of increment or benefits as a result of such leave.

E. The Alliance will be provided with copies of minutes of official Committee meetings. A copy of the agenda of official School Committee meetings and of proposed job descriptions for newly created positions will be given to the Alliance prior to said meetings.

F. The Committee will furnish the Alliance with one (1) copy of the School Committee Policy handbook for each school as soon as they are available to the Committee.

G. The Faculty of each school will elect a representative body free to consider anything affecting teachers.

H. The Alliance President shall be granted a three-fifths (3/5) leave to work with the local union. The President in carrying out his/her duties on behalf of the Union shall not disrupt the normal activities of the school. Salary and benefits shall be reduced in direct proportion to the reduction in teaching time. Said leave shall, at the request of the Union, continue for the duration of the President's term(s) of office.

The President must notify the School department of his/ her intention to return to full schedule by June 1st for the succeeding school year. The President shall be guaranteed a teaching position comparable to that which he/she held prior to the commencement of said leave. Return to a full schedule shall be limited to September of each school year.

I. At the discretion of the Alliance, representatives of the Alliance shall be granted a total of twenty (20) school days per year for the purpose of engaging in local, state, and national organization activities without loss of pay, provided the Alliance pay for the cost of substitutes used to cover for such representatives.

J. At the discretion of the Alliance President, up to two members of the Alliance Executive Board shall each be granted a 1/5 leave to work with the local Union. These teachers, in carrying out their duties on behalf of the Union, shall not disrupt the normal activities of the school. Salary and benefits shall be reduced in direct proportion to the reduction in teaching time. Said leaves shall be for the entire school year and shall be renewed or reinstated at the request of the President. Yearly notice of intent under this article must be communicated by the President to the School Department no later than June 1st for the succeeding school year. The teachers shall be guaranteed full time teaching positions comparable to those which they held prior to the commencement of said leave. Return to full schedules shall be limited to September of each school year.

K. The School Committee, at the request of the Alliance President, shall grant a leave of absence to an Alliance member, to work for or to hold an appointed or elected position in the AFL-CIO, AFT, RIFT, or other affiliated labor organizations. The following procedures shall govern this leave:

a) The duration of such a leave shall be for no more than two (2) calendar years.

b) A teacher will be eligible for no more than two (2) such leaves under this section during his/her career in the Cranston Public School System. Such leaves may be successive.

c) Return from such leave will be allowed only at the beginning of the school year or at the beginning of the third quarter, whichever ever follows the expiration of the leave.

## **ARTICLE V NEGOTIATION PROCEDURE**

A. Not later than January 15 of the calendar year in which this Agreement expires, the Committee agrees to enter into negotiations over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning teachers' hours, salaries, working conditions, and other terms and conditions of professional employment.

B. As of the time it is made available to the Committee, the Committee will provide the Alliance with a complete tentative line budget for the next fiscal year.

C. If negotiation meetings between the Committee and the Alliance are scheduled during a school day, the members of the Alliance's negotiating team who are relieved of regular duties by the Superintendent shall not be subject to deductions from their pay by reason of such participation.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **A. Definitions**

1. A "grievance" shall mean a complaint by a teacher or the Alliance (1.) that there has been as to him/her or to it, a violation or inequitable application of any of the provisions of this contract or (2.) that he/she or it has been treated inequitably by reason of any act or condition which is contrary to established School Committee policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the School Committee is without authority to act.

The failure or refusal by the Committee to grant tenure or to renew the contract of a non-tenure teacher shall not be the subject of grievance or arbitration under this Article.

2. An "aggrieved person" is the person or persons making the complaint.

3. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.

### **B. Purpose**

The Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.



### C. General Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be changed by mutual agreement.

2. In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable. A grievance should be filed within three calendar weeks of the date of its occurrence or at the end of the school year, whichever is later.

3. The grievance may, by mutual agreement, be continued during the summer, using administration days as school days for the purpose of calculating time limitations.

4. The president of the Alliance shall appoint one (1) or more representatives who shall process all grievance cases in the bargaining unit. The Alliance agrees to furnish the Committee with a list of the names of such representatives. Assignment of grievance cases shall be made at the discretion of the Alliance president.

5. At all levels of a grievance after it has been formally presented, at least one member of the Alliance's Grievance Committee shall attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

6. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Alliance provided the adjustment is not inconsistent with the terms of this Agreement.

7. A grievance shall not be submitted for decision to any administrative personnel who are themselves members of the negotiating unit. Where administrative personnel are named in the grievance procedure to receive grievances and they are members of the negotiating unit, the grievance shall be submitted to the next higher authority who is not a member of the negotiating unit.

### D. Initiation and Processing

#### 1. Level One

- a. A teacher with a grievance will first discuss it with his/her principal or immediate superior, either individually or through the Alliance's school representative, or accompanied by the Alliance's representative, or by a representative of his/her own choosing with the objective of resolving the matter informally.

#### 2. Level Two

- a. Any teacher may present a grievance within ten (10) days following the act or condition which is the basis of his/her complaint, to the superior (for example, department chairperson, program supervisor, or director) of the employee against whom the grievance exists and who has jurisdiction of the act or condition involved. Information copies of the grievance shall be sent by the teacher to the principal of the school in which the teacher is serving, to the representative of the Alliance, and to the Superintendent. The hearing on such grievance shall be held by the teacher's superior within twenty (20) days of receipt of such written communication.

Within five (5) days after hearing of the grievance at the level specified above, the person hearing the grievance shall make his/her decision in writing and mail it to the grievant and to all persons officially present at the hearing as well as the building principal and Superintendent.

b. If the aggrieved employee has instituted his/her grievance with a person other than the principal, he/she may appeal the decision on such grievance to his/her building principal. Such appeal shall be made in writing within ten (10) days from the date of receipt of the written decision rendered by the administrator to whom it was initially submitted. The appeal shall include a copy of the decision being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior hearing, and such persons shall receive a copy of the appeal. A hearing on the appeal shall be held within fifteen (15) days of receipt of the appeal, and the building principal shall render his/her decision within ten (10) days thereafter. At least five (5) days prior to the hearing on the appeal, the principal shall notify persons present at the prior hearing of the time and place of the appeal.

c. In any situation in which a teacher does not serve under the administrators listed in (a) above, or if the teacher's grievance is based upon an act or condition for which the building principal is responsible, the teacher shall submit the grievance to the principal of the building in which the act or condition occurred. Such grievance shall be presented in writing within ten (10) days following the act or condition which is the basis of the complaint. The hearing on such grievance shall be held by the principal within twenty (20) days of receipt of such written communication.

Within five (5) days after hearing of the grievance by the principal, a decision shall be made in writing and mailed to the grievant, all persons officially present at the hearing, and the Superintendent.

### 3. Level Three

a. Within ten (10) days of receipt of the decision rendered by the principal pursuant to Section 2 above, the decision of the principal in regard to such appeal may be further appealed to the Superintendent or to the person designated by the Superintendent to act in his/her behalf for this appeal.

b. Appeals to the Superintendent shall be heard by the Superintendent within twenty (20) days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior thereto to the aggrieved employee, a representative if any, the Alliance grievance representative, the Chairperson of the Grievance Committee, and any administrator who has heretofore been involved in the grievance.

c. Within fifteen (15) days of hearing this appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties officially present at the hearing a written decision, which shall include supporting reasons therefore. A copy of the decision shall be sent to the Chair of the Grievance Committee.

### 4. Special Procedures for Salary or Leave Related Grievances

a. Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step or that he/she has been improperly denied an increment, or that their salary has been miscalculated, shall be filed directly with the appropriate administrator under the Superintendent of Schools. Any grievance based upon a complaint by an employee as to an absence refund, sabbatical leave, or leave of absence without pay, shall be filed directly with the administrative officer handling such matters for the Superintendent of Schools. Any such grievance shall be filed within ten (10) days after the grievance arises. The appropriate administrative officer shall conduct a hearing on such grievance within twenty (20) days and shall render a decision in writing within five (5) days after concluding the hearing.

b. The decision of any business or administrative officer, to whom a grievance is presented, as herein above set forth, may be appealed to the Superintendent in writing within fifteen (15) days of the date of the decision appealed. The Superintendent shall conduct a hearing on said appeal (See Section 5c below) within twenty (20) days of receipt of such appeal and shall render a decision in writing within ten (10) days after concluding such hearing.

## 5. Initiation of Special Types of Grievances

a. Where twenty-five or more members of the negotiating unit in more than one school, or a group of special teachers from several buildings, have a grievance arising from the action of authority higher than a principal, the Chairman of the Grievance Committee, in the name of the Alliance on their request, may initiate a group grievance in their behalf. In such case a written grievance may be filed originally with the administrator having jurisdiction over the act or condition and information copies of the grievance shall be sent simultaneously to the principal or principals of the employees involved.

b. The Alliance shall have the right to initiate or appeal a grievance growing out of an alleged violation of Alliance rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the appropriate administrator having jurisdiction of the subject matter or the unit member or members affected. A hearing on such a grievance shall be held within twenty (20) days of its filing.

In the event such grievance is originally filed with an administrator other than a principal, an information copy of such grievance shall be sent simultaneously to the principal or principals of the employees involved. Any appeal from the decision of such administrator shall be made directly to the Superintendent of Schools in writing within fifteen (15) days of the date of the decision appealed from.

c. Appeals to the Superintendent or grievances filed originally with him/her under this Article shall be heard by the Superintendent within twenty (20) days of the receipt of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior thereto to the Chair of the Grievance Committee and any administrator involved in the grievance. The Superintendent shall render a decision in writing within ten (10) days after concluding the hearing.

d. If a grievance is based upon a specific act by the School Committee, and (1) the school administration has no discretion in the administration or application of the act of the Committee; and (2) the Committee act is of such a nature that no further action or implementation by the administration is relevant to whether there has been an actual violation of the grievant's rights under this Agreement, the grievance may be initiated at the level of the Superintendent in accordance with the procedure set forth in Section 5c above.

## 6. Arbitration

a. A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the aggrieved employee or by the Alliance as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement, except that a grievance concerning any term of this Agreement involving School Committee discretion or Committee policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, i.e., that it was applied in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances. The decision of the Arbitrator upon an issue made arbitrable under this paragraph shall be final and binding upon the parties.

b. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the aggrieved employee or the Alliance filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.

c. The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within ten (10) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or where no decision has been issued in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

d. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Alliance will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

e. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Committee nor the Alliance nor any grievant shall be permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

#### 7. General Provisions as to Grievances and Arbitration

a. No reprisals of any kind will be taken by the School Committee or by any member of the administration or by the Cranston Teachers' Alliance or any member thereof against any party in interest, any representative of the Alliance or any other participant in the grievance procedure by reason of such participation.

b. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained of, subject however, to the final decision of the grievance.

c. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Alliance if the adjustment is not inconsistent with terms of the Agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Alliance.

d. Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his own choosing, except that he may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Alliance, the Alliance shall have the right to be present and to state its views at all stages except Level I of the grievance procedure.

e. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this agreement or any alleged violation of his rights thereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article. Recourse by a teacher to the grievance procedure shall constitute a waiver of any legal or statutory rights to relief for the act or condition which is the subject of the grievance.

f. Failure at any step of this procedure except Level I to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

g. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants

h. Forms for processing grievances will be jointly prepared by the Superintendent and the Alliance. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

i. The Alliance agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.

j. In the course of investigation of any grievance, representatives of the Alliance will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.

k. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.

l. Each grievance shall have to be initiated within ten (10) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Alliance had knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge by either the aggrieved or the Alliance. Appropriately posted and dated School committee notices relating to rules and regulations, also sent by registered mail to the President of the Alliance, shall be considered as binding the Alliance and all members of the negotiating unit with knowledge of the subject matter related in said notices.

m. If any member of the Alliance's Grievance Committee is a party in interest to any grievance, he shall not serve as the Alliance's grievance representative in the processing of such grievance.

n. It will be practice of all parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Alliance, and the Committee to hold proceedings during regular work hours, the grievant and the appropriate Alliance representative will be released from assigned duties without loss of salary. The Alliance shall have the right to designate one teacher as its Grievance Chair, and the Committee shall not preempt more than ten (10) unassigned periods a year from the teaching schedule of such chair.

## **ARTICLE VII EMPLOYMENT STANDARDS**

A. The Parties to this Agreement recognize the Committee's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make a good faith effort to attract teachers who possess high qualifications, and to keep such teachers in the Cranston Public Schools.

B. A teacher in the Cranston Public Schools shall be the holder of at least a bachelor's degree from an accredited college or university, unless not required by law or unless the teacher was employed prior to the effective date of this Agreement.

C. Teachers shall hold or be eligible for any type of Rhode Island certification valid for their regular work assignment.

D. Any teacher working less than full time, who receives at least a proficient evaluation, shall be offered full time employment prior to the appointment of anyone else to a full time position in the same area of certification. Changes under this article shall only occur after the Jamboree process and prior to the start of school.

## **ARTICLE VIII TEACHING HOURS AND TEACHING LOAD**

A. Except as otherwise provided in this Agreement, the official length of the teachers' school day shall not exceed six hours and forty minutes at the elementary level and six hours and fifty minutes for all others.

B.1. Teachers may be required to attend the following meetings after the regular school day. The numbers of meetings stated below are to be considered a maximum. Those persons responsible for calling such meetings will only do so when, in their professional judgment, a meeting is absolutely necessary.

a. Eleven (11) building meetings per year, called by the school principal, not to exceed one (1) hour in duration.

b. Two (2) professional development meetings called by the Administration not to exceed two hours in duration. The Administration may schedule groups of teachers from different schools with the same dismissal time to attend said meetings. The meeting shall start within twenty (20) minutes of the end of the teachers' normal work day. Attendance at these meetings shall be subject to the professional development requirements provided in Article VIII Section U and compensated accordingly.

c. Five (5) secondary school meetings per year, up to one hour in duration, curriculum, in-service, or other meetings called by department chairs, program supervisors or building administrators.

d. Elementary principals may call up to four meetings (one per quarter) for curriculum based or school based professional development initiatives.

2. The school administration shall prepare a tentative schedule of the above meetings and distribute same on teacher orientation day. Changes in said schedule may be made because of inclement weather or situations beyond the control of the administration. Notice of the makeup meeting date shall be given to the teachers at least five (5) school days prior to the meeting.

3. When deemed appropriate by the administrator, itinerants may be included in building staff meetings, provided the total number of meetings does not exceed the limits outlined in Article VIII., B.1 a, b, c., d. Evening performances or activities conducted by unified arts teachers shall be counted against the total number of meetings mentioned in Article VIII., B.1 a, b, c., d.

C. Teachers will be required to attend one evening meeting per year, called at the discretion of the administrator responsible for the directing of such meeting. One additional meeting for public involvement in programs may be held with prior consultation between the building principal and the CTA building representative. Meetings held under the section shall be charged to B1 above.

D. Teachers will have a duty-free lunch period of the same length of time as students.

E.1. For high school teachers, the normal seven (7) day instructional cycle based on 55-minute periods will include:

- a. Thirty (30) class periods
- b. One (1) daily unassigned period
- c. Five (5) administrative periods
- d. Teachers scheduled to teach inclusion classes will be relieved of one administrative period per cycle to provide additional common planning time organized around improvement of student learning
- e. Additional time for personalization periods as determined by a majority vote of the faculty at each school.

f. Commencing in the 2009-2010 school year, high school teachers shall be scheduled to participate in two thirty (30) minute periods of common planning time meetings per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1. Student schedules shall be adjusted to provide for common planning time to end no later than five (5) minutes beyond the end of the normal teacher work day. Attendance at common planning time activities is mandatory unless excused by the building principal.

2. For middle school teachers, the normal five (5) day instructional rotating cycle shall include:

- a. Twelve 55 minute classes
- b. Three 15 minute advisory periods

- c. Eight 50-minute classes
- d. Two 45-minute Performance Skills/Ensemble periods
- e. Three team planning periods (to be used for the coordination of curriculum, instruction and conferencing) or additional office assignments for those teachers not assigned to a team
- f. Two office assignments per week
- g. Five unassigned periods, one per day

3. The primary purpose of the unassigned period is class preparation and a teacher will spend either this period or at least an equivalent amount of time outside the school day on class preparation.

4. Elementary classroom teachers, excluding kindergarten teachers, shall be allowed 350 minutes for planning and education related activities for each ten day cycle. Such time shall be exclusive of lunch and the time before and after the beginning and end of the student's school day.

a. Elementary itinerant teachers shall be allowed 350 minutes for planning and education related activities for each 10 day cycle. Such time shall be exclusive of lunch. The time before and/or after school shall be excluded only if the itinerant has been assigned duties during that time, such as bus duty or morning duty.

b. Kindergarten teachers shall be allowed a 55 minute block of time between A.M. and P.M. sessions, inclusive of lunch and travel.

c. In addition to the 350 minutes for planning and education related activities for each ten (10) day cycle, the school administration shall make a good faith effort to provide a thirty (30) minute block of common planning time per week, organized around improvement of student learning, to elementary teachers scheduled to teach inclusion classes.

5. The first ten (10) day cycle shall commence on the Monday of the first week of the school year and each succeeding cycle shall follow the first, unaffected by interruptions in the school year, such as holidays, vacations, and snow days.

6. Notwithstanding other language in this agreement to the contrary, each elementary classroom teacher shall receive at least ten (10) thirty minute time blocks during a ten day cycle, excepting art which shall be forty (40) minutes.

F. When a regularly assigned teacher is absent, other regularly assigned teachers shall not be assigned to cover classes of absent teachers unless qualified substitute teachers are not available. Teachers shall not be required to cover more than one class at a time for the entire school day, but this shall not be construed to affect the teaching of classes which include pupils from more than one grade.

G.1. Secondary teachers may be required to devote not more than three (3) unassigned periods as described in Section 1 below for student supervision without compensation.

2. Elementary teachers shall be required to devote not more than 135 minutes of planning time as defined in VIII (F) above for student supervision, without compensation. Compensation for coverage is paid for absent itinerant teachers. Every effort will be made to avoid scheduling teacher participation in TQP and IEP meetings during a teacher's planning time.

H.1. Department heads will be provided with adequate time to perform their supervisory duties within the limitations of Article XIV, D.1, without being deprived of their daily unassigned period, subject to Section A. The fact that unassigned periods are of unequal duration shall not be grounds for grievance. Regardless of scheduling arrangements, academic subject area teachers shall be entitled to one unassigned time period per day.

2. Student supervision at the elementary level beyond that required in G2 above shall be compensated at the rate of \$42.00 for each additional period or minimum block of thirty (30) minutes. Student supervision at the

secondary level beyond that required in G1 shall be compensated at the rate of \$70.00 for each additional period. In the secondary schools, a list of volunteers to assume such coverage shall be established. This list shall first be exhausted before any involuntary coverage is assigned. Any involuntary assignments made under this article shall be on a rotating basis and in inverse order of seniority.

3. If a teacher is absent in an elementary school and no substitute teacher is available, the absent teacher's class may be distributed among teachers in the school for the instructional day. The committee shall pay the teachers who cover the absent teacher's class at a pro-rated rate based on 50% of the top step of the salary scale plus a Masters, with each teacher covering receiving a fractional share in proportion to the number of pupils added to his/her class.

4. If a teacher is absent in a secondary school and no substitute is available and no assignment can be made from within the building, the absent teacher's class shall be distributed among other teachers in the school for that class period. The committee shall pay the teachers who cover at the rate described in H-2 above, with each teacher covering receiving a fractional share in proportion to the number of pupils added to his/her class.

5. Supplementary payments under this article shall be paid quarterly by including said compensation in the teacher's next normal payroll check.

I. Secondary school teachers will not be required to teach more than two subjects nor more than three preparations at any one time on a continuing basis except in cases of mutual agreement between the teacher and the appropriate administrator.

J. Classes based upon different ability levels shall not be considered separate preparations, but the administration shall make good faith effort to keep the number of teachers carrying a class of different ability level in addition to three preparations to a minimum.

K. Except as qualified elsewhere in this agreement, the work year of teachers covered by this agreement will include no more than 182 days, including orientation, provided that two additional days may be required of teachers who are employed on a full-time basis for the first time. The 182nd day will be devoted to the completion of professional responsibilities unless said day falls on Monday in which case it will be deleted from the calendar and the 181st will be the last workday for teachers.

Professional services required beyond the last official day for teachers shall be compensated at the rate of 1/182 of the teacher's annual salary.

L. A regularly scheduled instruction day which must be cancelled or terminated because of inclement weather or for other good cause shall not be regarded as a working day for the teachers unless the School Committee can use the day to meet the requirements for state aid.

M. Teachers shall be permitted to leave the building during unassigned periods upon notification to the principal or his/her designated representative. Such notification shall indicate where the teacher may be located in case of emergency.

N. When an itinerant teacher in a special area is in charge of an elementary teacher's class, the latter may leave, however if in the opinion of the principal, the objectives of the educational program are continually not being met, the teacher may be required to remain.

O. Parents shall not be deprived of an opportunity to confer with the teachers of their children because such conferences must be held outside of the regular work day, but all parties concerned will strive to schedule such meetings during the teacher's work day.

P. Travel requirements will be considered in assigning the workload of nurse teachers.



Q. Teachers may be required to work beyond the defined work day in paragraph A only in case of emergency or when they have accepted such responsibility or when the proper performance of their professional responsibilities necessitates such duty.

R. Compensation paid for extra-curricular and special service activities, such as coaching and department chair, shall cover time normally spent outside the normal school day and school year on such activities.

S. The following positions shall carry compensation as indicated.

#### **High School**

12 <sup>th</sup> Grade Adviser	\$2,500
11 <sup>th</sup> Grade Adviser	2,500
10 <sup>th</sup> Grade Adviser	2,500
9 <sup>th</sup> Grade Adviser	2,500
Academic Decathlon Adviser	2,000
AVA Coordinator	2,000
Cheerleader Adviser (per sport)	2,000
Community Service Club	2,000
Computer Team Adviser	2,000
Computer Technician	2,000
Debate Team Adviser	2,000
DECA Adviser	1,000
Emerald Encore	1,500
Environmental Action Club	2,000
Fiscal Manager	3,500
Future Business Leaders of America	1,000
Gifted Project Adviser	2,000
Green & White/Red & Gray	2,000
JROTC Drill Team	2,000
Color Guard	2,000
Air Rifle Team	2,000
Raider Team	2,000
Leaders in the Community	1,000
Literary Magazine Adviser	2,000
Majorette Adviser	1,000
Math Team Adviser, Senior High	2,000
Mock Trial Adviser	2,000
Newspaper Adviser	2,000
Ocean Bowl	2,000
Odyssey of the Mind	2,000
Project Respect	2,000
Peers As Leaders	500
Science Olympiad	2,000
Student Council Adviser (2)	1,800
VICA Adviser	2,000
Web Page Club	2,000
Westernettes/Falconettes	1,500
Yearbook Adviser(s)	3,000

### **Middle School**

AVA Coordinator	\$2,000
Cheerleader Adviser	1,000
Fiscal Adviser	3,000
Future Problem Solvers	2,000
Literary Magazine	1,000
Math Team Adviser	2,000
Memory Book Adviser	2,000
NEED	1,000
Newspaper Adviser	2,000
Project Respect	2,000
Science Olympiad	2,000
Stockroom	750
Students as Mediators	2,000
Student Council	2,000

Supplemental payment under this Section shall be paid quarterly by including said compensation in the teacher's next normal payroll check.

T. Department Chairpersons will work 186 days, two days before the school year starts and two days after the school year ends. These additional days will be compensated under the terms of Article VIII., K of this agreement. They will also, after consultation with their principal, spend such additional time as may reasonably be necessary to fulfill their responsibilities.

U. A professional development program will be provided through a Professional Development Institute developed collaboratively between the CTA and the CPS. Teachers will be required to participate on an annual basis for eight (8) hours. These hours shall be outside the regular school day. Teachers attending the professional development sessions will be compensated under the terms of Appendix E of the Master Agreement. Teachers serving as instructors will be paid an additional ten (10) dollars per hour. In addition, teachers shall be compensated under the terms of Appendix E for meetings scheduled pursuant to Article VIII, Section B1b.

V.1. Participants in the development of IEP's shall include the appropriate specialists.

2. The receiving teacher shall be given prior notice, except when data is not available, of a student who is being mainstreamed into his/her class. The teacher shall be given the opportunity to review all pertinent, available information concerning the mainstreamed student as long as it complies with federal and state law.

W. A mentoring program developed by the Administration in cooperation with the Alliance will be required for all newly hired teachers. All mentors shall receive at least ten hours of training provided by the school department. The annual stipend for teachers actively serving as mentors will be five hundred (\$500) dollars.

X. Elementary RTI team members who meet outside the normal school day will be compensated with a stipend. The stipend will be paid to a maximum of four team members per school. Annual stipends will be paid based on the following scale:

Number of hours per year	Stipend
5-10	\$100
11-20	\$200
21-35	\$300
36+	\$400

## **ARTICLE IX CLASS SIZE**

The Committee and the Alliance agree that class size can become inimical to effective education and unduly onerous to individual teachers. The parties further agree that, as funds are available, a high priority will go to reducing regular class size in these special situations where there are more than 24 pupils in Kindergarten through Grade 3; 26 pupils in Grades 4 and 5; and 28 pupils in secondary schools, a goal which the Committee has striven in good faith to attain and has, in fact, been largely successful in attaining.

Any elementary teacher in grades Kindergarten through Grade 3 who is assigned 26 or more students, any elementary teacher in Grades 4 and 5 who is assigned 28 or more students, and any secondary teacher, except those enumerated in Section 2 below who is assigned 31 or more students, shall receive additional compensation according to the following formulae:

1. Elementary teachers' compensation shall be determined by dividing the top step of the salary scale plus a Master's Degree increment by 180 days, dividing that daily rate by the class maximum, multiplying that dollar amount by the number of students over the maximum, multiplied by the number of days that the maximum has been exceeded.

2. In the secondary schools, secondary teachers, except band teachers and chorus teachers, shall be compensated for each additional student by determining the top step of the salary scale plus a Master's Degree increment and dividing it by 154 days: dividing that amount by 5 and dividing that amount by the class maximum: multiplying that amount by the number of students assigned in excess of the maximum in any class and multiplying that amount by the number of days that the maximum has been exceeded.

Supplemental payments under this section shall be paid quarterly by including said compensation in the teacher's next normal payroll check.

## **ARTICLE X TEXTBOOKS AND SUPPLIES**

A. The Committee agrees to make a good faith effort to provide sufficient required textbooks to insure that each pupil has textbooks for his/her own use. Prior to changing textbooks or selecting textbooks, all teachers using such textbooks shall be given the opportunity to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.

The consultation procedure shall be as follows:

1. The teacher affected shall be notified of the proposed change in textbooks.

2. The teacher affected shall be given an opportunity to inspect any textbooks being considered for adoption prior to Section A.3 below.

3. The administration shall provide an opportunity for all teachers affected to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.

4. The Alliance shall be notified at least two (2) weeks prior to the consultation meetings set forth in A.3 above.

B. The Committee agrees to make a good faith effort to provide sufficient teaching equipment and supplies in the school system.

## **ARTICLE XI PROTECTION**

A. A teacher who has suffered an assault while acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Committee, shall submit a complete report in writing to the Superintendent through the principal or appropriate director. Such report shall be submitted in writing immediately after the assault, or within a reasonable time thereafter. Such report will include the time, place, personnel involved, witnesses and other relevant information.

B. When a teacher has been assaulted, the Committee will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved.

C. 1. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend the teacher in such proceedings except when the Cranston School Committee demonstrates that there is clear and convincing evidence that the teacher's action constitutes willful misconduct.

2. In order for a teacher to invoke the foregoing, the original or a copy of any summons, complaint, process, notice, demand, or pleading served upon such teacher must be delivered within ten (10) days after such service to the Superintendent.

3. It is understood and agreed that the Committee is not required to provide an attorney to a teacher in civil or criminal actions initiated by a teacher.

D. Teachers shall receive prompt notification of pupils in their classes who have severe physical and/or emotional problems within the knowledge of the administration.

E. Appropriate physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, another teacher and/or a student from possible injury.

## **ARTICLE XII TEACHER FACILITIES**

A. Each school will have space in which teachers may safely store instructional materials and supplies.

B. Where practicable, the Committee shall provide (1) a teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials; (2) a usable desk and chair and filing cabinet for each teacher; (3) a separate private dining area for the use of the teachers; and (4) a work area furnished with a desk and chair for heads of departments and audio-visual coordinators. The Committee shall not be obligated to undertake any construction or remodeling under this Article.

C. The Alliance shall be consulted prior to final Committee approval of any new construction of teacher facilities.

## **ARTICLE XIII TEACHER'S FILES**

A. The administration shall maintain only the following official files on each teacher:

(1) A Confidential File

- (2) A Personal Data File
- (3) An Evaluators' File
- (4) HIPAA File

1. The confidential file for each teacher shall be maintained in the strictest confidence at the Personnel Office.

2. It is understood that this confidential file includes all matters relating to the professional status and conduct of the teacher in the course of his/her employment in the Cranston Public Schools.

B. The following sub paragraphs in this Article refer to all official files.

1. No non-confidential or non-privileged material derogatory to a teacher's conduct, service, character, or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in his/her file. Upon request by either a teacher or the administration, a teacher shall be given an opportunity to read such material and shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed. Such signature merely signifies that he/she has read the material to be filed; it does not indicate agreement with its content.

2. A teacher shall have the right to comment upon any non-confidential or non-privileged material filed and his/her comment shall be reviewed by an Assistant Superintendent of Schools and attached to the file copy.

3. Upon request by a teacher, he/she shall be given access to his/her file(s) within a reasonable time. Confidential and privileged information such as credentials, letter of reference from universities, individuals, or previous employers are exempted from such review. The appropriate administrator shall remove such confidential and privileged material from the file prior to a review of the file by a teacher. Unsolicited derogatory materials coming to the School Committee shall not be regarded as privileged.

4. A teacher shall be permitted to reproduce material in his/her file other than confidential or privileged material, provided that such reproduction is without cost to the Committee.

5. Teachers will keep their files up to date on forms supplied by the Administration concerning names (beneficiaries, persons to be notified in case of emergency, dependents, etc.), addresses, telephone numbers, marital status, higher education related to professional advancement, health and medical status, pregnancy and other matters required for personnel administration.

6. File copies shall not be removed from the offices of the School Administration.

7. A representative of the School Administration shall be present at any inspection or reproduction of a teacher's files.

8. The Administration shall provide a facility by which teachers may reproduce materials in their files at cost.

#### **ARTICLE XIV TEACHING SCHEDULES**

A. Teachers shall be notified in writing of any change in their programs and schedules for the ensuing year, including the school to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual courses or assignments that they will have before the end of the school year, or as soon as practicable thereafter; provided that in the event of a change in circumstances or conditions such assignments may be changed as required to meet the situation.

B. Teachers shall not be assigned, except in accordance with the regulations of the Department of Education and in emergency or for good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates.

C. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel.

D. Teacher schedules and programs shall be made without discrimination as to race, age, creed, color, religion, national origin, gender, or marital status.

1. Department Chairs - The teaching schedules of the department chairs shall not exceed the following ratio:

- a. 0-8 teachers- maximum of 4 classes
- b. 9-14 teachers- maximum of 3 classes
- c. 15 or more teachers- maximum of 2 classes
- d. Teachers who are department chairs and program supervisors shall be scheduled to teach no more than two (2) classes.

2. For the purposes of calculation; the ratio stated in number 1 above excludes the department chair but includes as full time equivalents all teachers assigned to one department drawing full salary. Teachers assigned to two departments or teachers drawing less than full salary shall be fractionally weighted. If the total number of teachers include a fraction of .6 or above, the number shall be rounded to the higher number; fractions of .5 and below shall be rounded to the lower number

E1. Program Supervisors – The teaching schedules of the program supervisors shall not exceed the following ratio:

- a. City-Wide K-12
  - \*Departments with less than 10 FTE – 60% or 3 classes ( Psychology, Occupational Therapy)
  - \*Departments with greater than 10 FTE - 40% or 2 classes (Art, Music, ELL, Health/Nursing, Speech Language, Social Work, Guidance)
- b. City-Wide 7-12- 60% or 3 classes (Business, Family/Consumer Science, Technology Education)
- c. Academic Content Areas – 60% or 3 classes (English/Language Arts, Mathematics, Social Studies, Science, World Languages)

F. On an annual basis, middle school team leader positions shall be determined by a consensus of the team members with the approval of the principal.

- 1. Middle school team leaders will be compensated by receiving two less office assignments per week and shall receive an annual stipend of two thousand dollars (\$2000). Duties and responsibilities of the team leader as delineated in the job description for that position.

## **ARTICLE XV SENIORITY - STAFF**

A.1. Seniority for teachers shall be defined as the length of continuous service within the Cranston Public School System; such service commencing on the effective date of employment of a teacher as acted upon by the Cranston School Committee by resolution. In the case where two (2) or more teachers commenced service on the same date, seniority shall be determined by the date said teachers were appointed by resolution of the School Committee. Should two (2) or more teachers have the same resolution date, seniority shall be determined by the date of application. Should there be any other ties, seniority shall be determined by lottery.

2. All teachers who have acquired tenure in the Cranston School System who are, who become and/or who have been Administrators in the Cranston School System and whose employment in the Cranston School System has been continuous, including approved leaves of absence, shall, upon his/her return to the teaching ranks in the Cranston School System, have seniority, for all purposes, from the initial date of his/her hire.

3. Cranston teachers effectively employed on or before the first day of school in 1984 for purposes of layoff only, shall have seniority greater than any Cranston Administrator presently employed and not falling within the category of Administrators referred to in paragraph 2 hereof. Any such Administrator referred to in paragraph 3 herein shall begin to accrue seniority for all other purposes as of the date of his/her initial hire in the Cranston School System.

4. No Administrator hired subsequent to April 21, 1986 (exclusive of teachers and/or Administrators referred to in paragraph 2 hereof) shall accrue any seniority whatsoever entitling any such Administrator to become a teacher.

5. Seniority shall not be disturbed during a teacher's suspension or leave of absence as may be approved under terms of Article XIX of the Agreement.

6. Seniority shall be considered broken for the following reasons:

- a. Discharge or termination for cause
- b. Receipt of Notice of Voluntary Termination of Employment
- c. Failure to return to professional duties within 21 calendar days of receipt of recall notice delivered by Registered Mail
- d. Failure to return from a leave of absence as agreed

7. The Superintendent or designee shall prepare an initial list of employees by seniority within 60 days of the signing of this Agreement and shall forward same to the President of the Alliance. The list shall be open to challenge and/ or correction for a period of 30 days following receipt. A copy of the seniority list will be given to the Alliance periodically when it is printed for use by the Administration.

#### B. Staff Reduction

1. In the event that a reduction of the number of employees in the bargaining unit is necessary because of declining pupil enrollment, financial considerations, or for other good or just cause, employees shall be laid off in reverse order of seniority.

At no time in any calendar year shall staff reduction in the bargaining unit achieved through layoff exceed a net of 1% of the previous year's bargaining unit total. Such calculation shall exclude losses due to attrition. Positions created in the 2009-2010 and 2010-2011 school years using funds provided by the American Recovery and Reinvestment Act, the identification of which shall be agreed to by the parties, shall be excluded from the lay-off cap.

In the event of declining enrollment, the work force may be reduced by an additional 2%.

2. All laid off employees shall be placed on a recall list in order of seniority and by certification. Except for reductions in personnel caused by declining pupil population, teachers must have been employed in the Cranston Public Schools for two full years, September to June, in order to be placed on the recall list.

3. As positions within the school system become available, employees on the recall list shall be offered employment in their area of certification by seniority.

4. Before any new personnel are hired, all employees on the recall list who are properly certified or certifiable shall be offered employment by seniority.

## **ARTICLE XVI REASSIGNMENT AND TRANSFER**

A. All newly employed teachers may be assigned in accordance with the procedure in this Agreement to any school appropriate to the areas of certification. Newly hired teachers must teach three years in the area of certification for which they were hired unless involuntarily transferred.

B. The Committee and the Alliance recognize that some involuntary transfers of teachers from one school to another or reassignment within a school is unavoidable. The parties agree to the following procedure to affect the involuntary transfer or reassignment:

1. Notification of involuntary transfer shall be given to the teacher no later than five (5) working days before the close of school and such transfers shall only be effective at the beginning of the following school year.

2. Involuntary transfers shall be limited to transfers necessitated by decreasing pupil enrollment and/or changes in program or curriculum.

3.a. Involuntary transfers shall be made in reverse order of seniority by certification.

b. In a circumstance where the specific educational needs within a specific building can only be attained by retaining a junior teacher, the next least senior teacher may be transferred.

c. In those circumstances where the specific educational needs of the system can only be attained by the retaining of a junior teacher within a building, the next least senior teacher may be transferred. In the event that volunteers for said transfer are not forthcoming, the school committee, through its agents, shall meet with the President and/or his/her designee to explain the specific nature of the educational need and the personnel changes which will be necessary.

d. In the event that an involuntary transfer must be made outside of the authority outlined in 1, 2 and 3(a), (b), or (c) above, it shall be for extraordinary and compelling reasons that the School Administration will document and explain to the Alliance and the individual. The following procedures shall govern involuntary transfers under this Section:

i. Any candidate for transfer under this provision shall be transferred immediately.

ii. Any teacher identified for transfer under this Section shall have the right, through the Alliance, to resort to expedited arbitration to determine whether or not the Administration's reasons are extraordinary and compelling.

iii. Should an arbitrator rule in favor of the teacher, he/she shall be returned to his/her former position.

iv. Should an arbitrator rule in favor of the Administration, the teacher will stay in the position to which he/she was transferred.

4. Any involuntary transfer will be implemented only after consultation between the teacher involved and a representative of the administration. The teacher will be notified of the reasons in writing within five (5) days of the meeting.



5. In the event that an unforeseen circumstance such as death or resignation occurs after the notification date in B.1 above and in the event that no volunteer is available to fill the position, an involuntary transfer may be made. Notification of involuntary transfer in this instance shall be communicated to the teacher in writing within fifteen (15) calendar days of the event giving rise to the transfer.

6. In all instances, volunteers for reassignment will be sought before an involuntary transfer is made.

C. A vacancy shall be defined as the availability of a position caused by death, retirement, promotion, resignation, long term leave of absence, or lay-off.

1. Prior to the end of school a "jamboree" will be held for the purpose of job selection and transfer. All teachers will be eligible to participate in descending order of seniority.

- a. In advance of the jamboree a list of known vacancies which will be available during the following school year shall be posted in all school buildings.
- b. Prior to the end of the school year, the superintendent shall forward to the Alliance president the following: a) a list of vacancies which will be available during the following school year, b) a list of teachers who have been involuntarily transferred, and c) a list of teachers returning from leave.

Teachers who have been involuntarily transferred and teachers returning from leave will receive advance notice of the time and date of the jamboree.

2. No selection into a different area of certification will be honored under this procedure if the effect of which is to block the recall of a teacher from the suspension list.

3. If a position is vacated after all involuntary transfers, voluntary transfers and returns from leave have been placed and if the position cannot be filled by a teacher on layoff, if the vacancy is to be filled it shall be filled on a temporary basis until the next posting.

4. In the event that a vacancy occurs or a new position is created after the completion of the voluntary round of the Jamboree, but before the opening of school, the Administration after consultation with the Alliance shall have the option to declare the position as an expedited posting. This designation shall allow Cranston Public Schools to post the position after a seven day waiting period for selection by qualified members within the bargaining unit. Notification of this posting shall be the responsibility of the personnel office. The official posting shall be in the Sunday edition of the Providence Journal. The posting shall also be listed on the web site of the Cranston Public Schools. In the event that no one from within the bargaining unit bids upon this position a person may be appointed to the position on a permanent basis. All other rules and policies regarding the Jamboree process shall remain in full force and effect.

5. High school or middle school Health/Physical Education positions may be posted at Jamboree as gender specific provided that the Administration furnishes documentation to the Alliance President verifying locker room supervision cannot be otherwise arranged.

## **ARTICLE XVII PROMOTIONS**

A. Promotional positions are defined as positions below the rank of Assistant Superintendent requiring state certification and paying a salary differential over the regular teacher's salary schedule.

B. All vacancies in promotional positions shall be filled pursuant to the following procedures:

1. A notice shall be posted in every school building clearly setting forth a description of, and the qualifications for, the positions, including duties and salary.

2. Such notices shall be posted as far in advance as practicable, and at least ten (10) school days before the final date for submission of applications.

3. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limit specified in the notice. Applications shall include qualifications for the position as well as other data requested in the notice and/or helpful in evaluating the applications.

4. Teachers who apply and are qualified for such positions shall be interviewed by a committee which shall include one person from the negotiating unit appointed by the Superintendent. Interview ratings for each qualified applicant shall be prepared independently by each member of the committee. Such ratings shall not be subject to the provisions of Article XIII. Recommendation for a vacancy shall be made by the Superintendent from among the top three applicants unless he/she decides to make no recommendation from such applicants.

C. Promotional positions shall be filled on the basis of the best qualified person available provided, however, that where two or more candidates are substantially equal in qualification, the applicant with the greatest seniority in the Cranston Public Schools shall be given preference. The decision of the Committee, unless arbitrary, capricious, and without basis in fact, will be final.

D. The Alliance will be notified within a reasonable time when a promotional position becomes vacant after the end of the regular school year but before the opening of the fall semester. Teachers who wish to be notified of any vacancies in promotional positions occurring after the close of the school year but before the opening of the following school year may leave their name and a mailing address with the Superintendent. The administration shall send a notice of vacancy in a promotional position to all teachers exercising such option. Applications from such teachers must be received by the Superintendent or designee within ten (10) calendar days of the postmark date on the Administration's notice to the candidate to be eligible for consideration.

E. All teachers who apply and are qualified for a promotional position shall be interviewed and shall subsequently be notified of the disposition of their application before the appointment is made.

F. A teacher may not be employed at, hired into, involuntarily transferred to, or voluntarily transferred to a school where a member of his/her immediate family serves in a direct supervisory capacity. In the event that a person is promoted to a position with supervisory responsibilities over an immediate family member that teacher shall be involuntarily transferred at the next Jamboree.

## **ARTICLE XVIII TEACHER EVALUATION**

A. All monitoring or observation of the work performance of a teacher will be conducted openly, and insofar as practicable, with full knowledge of the teacher. The use of eavesdropping, public address or audio systems, and similar surveillance devices shall be strictly prohibited.

B. After any formal evaluation, the evaluator and the teacher evaluated will agree on a time for a conference to be held as soon as practicable.

C. Teachers will be allowed to review a copy of any evaluation report prepared by their evaluators and will have the right to discuss such reports with their evaluators and initial such reports before the reports are placed in their personnel files.

D. Any complaints regarding a teacher, made to the Administration by any parent, student, or other person, which is considered in evaluating said teacher's performance will be promptly called to the teacher's attention.

E. No teacher will be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

## **ARTICLE XIX LONG TERM LEAVES OF ABSENCE**

### **A. General Policies Concerning Long-Term Leaves of Absence**

1. Unless otherwise specified, all leave under this Article (XIX) is long-term and must be approved by the Committee.

2. Applications for all leaves of absence shall be made through **Human Resources** to the Superintendent of Schools in writing. Except for mandatory leaves of absence, the granting of leaves of absence shall be contingent upon the ability of the Administration to secure a satisfactory substitute. Priority in granting leave will be given to those persons with the longest period of service to the Cranston schools. Except for **parental** leaves, and long-term military leaves, leaves of absence shall not exceed one year and shall expire on June 30th of the school year for which leave is granted unless otherwise approved at the time the leave is granted.

3. Applications for the renewal of leaves of absence shall be made in writing to the Superintendent of Schools prior to April 1st preceding the school year for which renewal of leave is requested.

4. Regardless of the nature of the leave, return to the school system does not necessarily mean return to the same position, including administrative, special service, and extracurricular assignments, but shall be contingent upon vacancies, unless otherwise stated in writing at the time said leave is granted.

5. The School Committee shall not be obligated to accept a teacher returning from any type of long-term leave before the normal expiration date of such leave.

6. Teachers shall be responsible for informing the Superintendent in writing of their intention to return or not to return no later than April 15<sup>th</sup>.

7. Teachers electing leave under this article shall have the right to continue in the medical insurance program, as defined in Article XXV, during the period of leave subject to the teacher making advance payments of two months premium at the time the teacher commences leave and making monthly payments thereafter. The teacher, by electing said coverage, agrees to hold the Committee, and its agents and servants, harmless for any act of negligence occurring as a result of the teacher electing said option. If a teacher fails to make the advance payments or the monthly payments as suited above, the Committee shall have the power to drop said coverage by notification to the teacher and the Cranston Teachers' Alliance.

### **B. Long-Term Leave Without Compensation**

1. Leaves of absence for professional improvement (not travel), study, educational research, writing and publishing may be granted by the School Committee upon the recommendation of the Superintendent. A teacher shall be eligible for no more than one (1) such leave under this section. Said leave shall be no longer than two (2) years in duration. Any leaves taken prior to 9/1/97 shall not be considered for future requests of these leaves.

2. Active military duty requiring over 91 school days will be considered a long-term leave of absence. The Committee agrees to compensate the teacher on long term military leave the difference between the teacher's daily salary and daily military pay. Longevity credit on the salary schedule will continue throughout such leave. Teachers granted long-term military leave will return to the Cranston Public Schools no later than the beginning of

the next semester after the date of discharge from active duty; if mutually agreeable to the Superintendent and the returning teacher, the latter may return at an earlier date.

3. Leaves of absence for reason of health may be granted by the School Committee upon the recommendation of the Superintendent. When such leave is required, a request shall be accompanied by a written statement from a physician indicating the necessity of such leave. Longevity not to exceed one year will continue through long-term leave for health.

4. Parental leave of up to eighteen (18) months will be granted upon request; such request must include the approximate date of return. The teacher may work until, and return as soon as his/ her doctor permits, providing such teacher is capable of performing his/her professional responsibilities on a full time basis. The teacher must notify the Superintendent in writing of his/her intention to leave and to return at least sixty (60) days prior to the respective dates. Return from parental leave will be allowed only at the beginning of the school year or at the beginning of the third quarter, whichever follows the expiration of the leave. A teacher who elects to use the provision of Article XXVIII of this Agreement for temporary disability due to post-partum recovery shall not have the right to avail herself to the provisions of this section. Notice of said election shall be made in writing to the Executive Director of Human Resources no later than thirty (30) days prior to the commencement of the leave, except in cases of emergency.

5. Peace Corps or Vista leave will be granted without pay to any teacher who enlists for a period not to exceed two years. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during the period of absence. Peace Corps leave is for one year at a time and the teacher must renew his/her leave for an additional year.

6. Subject to the following conditions, tenured teachers shall be granted leave of absence without compensation including but not limited to medical and dental insurance coverage to run for or serve in elective political office:

- a. Such leave shall be requested at least 60 calendar days prior to the semester for which leave is requested.
- b. Such leave shall be for a full semester or full year unless otherwise mutually agreed in writing.
- c. Return from such leave may be postponed by the Committee until the beginning of the semester following expiration of the leave.
- d. Leave under this section shall be limited to two school years.

#### C. Sabbatical Leave

1. Leaves of absence not to exceed one year may be granted by the School Committee upon recommendation of the Superintendent of Schools for any professionally certified employee, after six (6) consecutive years of service in the Cranston Public Schools.

2. All requests for sabbatical leave should be submitted to the Superintendent of Schools by April 15 preceding the school year for which leave is requested.

3. The purpose of the leave must be for the professional improvement of the individual.

4. For individuals on full year sabbatical leave, compensation will be one-half the annual salary. For individuals on one-half year sabbatical, compensation will also be one-half the annual salary.

5. Provided all other conditions are satisfied, up to one percent of the negotiating unit shall be granted sabbatical leave in any school year.

6. The following factors should be considered in all cases of individuals applying for half or full-year sabbatical leaves from the Cranston Public Schools.

- a. The number of years in our system.
- b. Proficiency in present position.
- c. Area of study as relates to the needs of our system.
- d. General experience of the candidate.
- e. Official acceptance into graduate program, or related field of study.

7. Every individual who is granted a sabbatical leave must sign and fulfill a contract to return for one year of service to the Cranston Public Schools or reimburse the department for the amount of salary granted during the leave.

#### D. Teacher-Exchange Program

1. The Committee recognizes that Teacher-Exchange Programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports such programs and will authorize participation to the extent that it facilitates the best education possible for Cranston students.

2. Teachers who wish to participate in the exchange program shall observe the following:

- a. Written request shall be made to the principal and Superintendent for approval to apply.
- b. Written approval by the Superintendent will be considered binding, providing an acceptable exchange replacement is found.
- c. In the event the exchange teacher does not fulfill an acceptable teaching standard in the Cranston Public Schools, a vigorous effort will be made to secure a satisfactory full-time substitute to complete the "exchange year." The exchange teacher then will be scheduled in other ways to benefit the educational program.

#### E. Annual Salary Defined

Compensation for long-term leave under this Article shall also be based upon the basic annual salary, including any increments for advanced study but excluding any compensation for extracurricular or other voluntary activities.

F. The School Committee may grant upon recommendation of the Superintendent a full school year leave of absence - September through June, without compensation to teachers so requesting under the following conditions. Leave will not be denied without cause.

1. A teacher must have completed ten (10) full school years of service in Cranston Public Schools.
2. A teacher must communicate his/her written interest to take leave under this section no later than April 1 of the year prior to the school year for which he/she requests leave.
3. The teacher must give written notice to the Superintendent, by certified mail, no later than February 25 of the year prior to the school year in which he/she intends to return.
4. The teacher may continue his/her health insurance group plan coverage in accordance with Article XIX A (6).
5. The teacher will receive no step increment for salary computation and no longevity credit for the year during which he/she was on leave.
6. A teacher will be eligible for no more than two (2) such leaves under this section during his/her career in the Cranston Public Schools.

7. Leaves under this Article cannot be used for the purpose of taking employment in another educational organization, institution, or agency.

## **ARTICLE XX SHORT TERM LEAVES OF ABSENCE**

### **A. General Policies**

1. All members of the bargaining unit are eligible for short-term leaves of absence.
2. Applications for short term leaves of absence except personal days shall be made to the Assistant Superintendent or his/her designee through the principal.
3. Compensation and deductions under short term leaves of absence shall be at the rate of  $1/n$  of the teacher's salary,  $n$  being the number of days in the teacher's work year.
4. No short term leave shall be taken prior to confirmation from the appropriate administrator.
5. No teacher will be required to arrange for his/her own substitute.

### **B. Leaves with Compensation**

#### **1. Short Term Military Leave**

- a. The Committee may grant upon recommendation of the Superintendent a leave of absence for limited military training to a member of a reserve component of the Armed Forces of the United States.
- b. The length of the leave of absence for limited training will not exceed standards established by federal or state regulations for training activities required for maintaining standing in the reserve component of the Armed Forces.
- c. The Committee agrees to compensate the teachers for up to a maximum of ten (10) school days in any one school year for the difference between the teacher's daily military pay and daily school pay. However, when proof of necessary absence beyond ten (10) days is provided to the Committee; a teacher may be granted up to fifteen (15) days for military leave. Daily military pay shall be defined as all pay and allowances excluding only travel allowances; daily school pay shall be defined as  $1/n$  of the teacher's annual pay including all increments ( $n$  equals the number of work days in the current school year). The teacher's salary will be paid for the period of leave at such time as the Committee may determine the amount due which will be computed when official military pay vouchers are submitted by the teacher.
- d. In the event the required annual limited training period is extended beyond ten (10) school days or subsequent or emergency call-ups occur, be they state or federal, the employee may be granted leave without pay for any such additional time necessary.
- e. In the event the limited training service is requested by the employee but not required by military authorities, the teacher may be granted leave without pay if operating requirements of the school department permit.
- f. It is understood that the Committee's obligation under this Article is limited to days of training which must be served by the teacher on days when schools are in session. Teachers must present satisfactory evidence that their military obligation cannot be satisfied in full or in part on days when schools are not in session.

## 2. Short Term Professional Leave

Short term professional leave may be granted with compensation to attend professional educational activities at the discretion of the Assistant Superintendent or designee.

## 3. Religious Observance

For teachers whose religious obligations require attendance at religious services held during the school day - not to exceed two (2) days per year. Notification must be given at least one (1) school day prior to taking this leave or pay will be deducted.

## 4. Legal Matters

Short term leave for jury duty or for attendance in legal proceedings will be granted to a teacher in actions to which the teacher is a party or witness and which are occasioned by the teacher's employment as a teacher in the Cranston Public Schools provided, however, that the teacher shall be required to remit fees received to the School Department within ten (10) days of receipt of said fees.

Up to three (3) teachers designated by the Alliance shall be relieved of their responsibilities at no loss of pay to participate in arbitration sessions which may be scheduled during the regular school day providing the Alliance so notifies the Superintendent at least two (2) days prior to the session.

## 5. Personal Reasons

Short term leave for personal reasons, not to exceed two (2) days, may be granted for such matters as conducting business arrangements which teachers cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the appropriate substitute call secretary.

- a) The total number of teachers on leave will not exceed twenty (20) on any given day.
- b) Requests for any personal leave should be given as far in advance as possible and recorded on a form provided by the Administration except in cases of emergency.
- c) In the event that the cap has been met and the teacher has a request for a personal day, the Superintendent will have the discretion to grant additional days off.
- d) Teachers may accrue and carry-over from one school year to the following school year up to two (2) unused personal leave days. Teachers may not use more than two consecutive personal leave days except with the approval of the Superintendent. This provision shall be effective from the 2008-2009 school year.

6. Any absence based upon recommendations of a School Committee physician intended to minimize the spread of communicable disease may be approved by the Superintendent or designee without penalty to the teacher.

## 7. Bereavement Leave

- a. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, father-in-law, son-in-law, daughter-in-law, mother-in-law, or other persons in the immediate household) a regular teacher may be absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.
- b. In case of death of a grandfather, a grandmother, a grandson, a granddaughter, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed 3 calendar days.

c. In case of death of a niece or nephew, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed two (2) calendar days.

d. In the case of death of relatives by marriage or blood relatives not listed in Paragraph 7-a, b, c, above, teachers will be allowed the day of the funeral without loss of pay.

## **ARTICLE XXI PERSONAL INJURY AND PERSONAL PROPERTY BENEFITS**

A. Workers compensation benefits shall be provided for members of the unit. Teachers will be allowed to apply a pro-rated portion of their long term sick leave pursuant to Article XVIII (calculated at a rate of ½ day per day on leave) to supplement their workers compensation payment in an amount equal to the difference between the teacher's regular salary and benefit. The Committee will continue to provide health insurance coverage as provided in Article XXV herein for the period of disability up to a maximum of one year.

B. The Committee will reimburse a teacher for any clothing or other personal property damaged or destroyed in the actual performance of his/her teaching duties, less any recovery for such damages receivable from other sources and provided that the teacher bears no responsibility for such damage or destruction. The Committee shall have the right to refer any claim under this section to an appropriate municipal agency for a final and binding decision.

### **C. DISABILITY**

The Committee will provide a program which will include both disability insurance and a program for disability leave of absence for a period extending up to a maximum of five (5) years, commencing upon the eligibility for disability benefits, to members of the bargaining unit subject to the terms and conditions of the plan as specified by the Agreement between the Cranston School Committee and the Cranston Teachers' Alliance. The Agreement, benefits and procedures are incorporated in the Cranston School Department Long Term Disability program dated July 1, 2005.

## **ARTICLE XXII NON-TEACHING DUTIES**

A. The Committee and the Alliance accept as a goal the most objective utilization of teacher time. To this end, they agree as follows:

1. Except for nurse-teachers, special education teachers, physical education teachers, and other personnel with professional responsibilities directly related to health services, teachers shall not be required to administer eye or ear examinations but may be required to assist in the administration thereof.

2. Except in cases of emergency, elementary teachers shall not be required to perform the following nonprofessional duties; however, they will retain the responsibility in an on-call capacity:

a. Supervision of playgrounds and lunchrooms.

3. The following factors will be considered in the assignment of teacher assistants to perform nonprofessional functions:

a. The optimum utilization of teacher time in the performance of professional functions.



b. The provision for teachers of a duty-free lunch period.

B. Teachers may not use their own cars to drive pupils in connection with school or school-related activities except upon the express authorization of the principal and upon such terms and conditions as he/she may prescribe.

### **ARTICLE XXIII SUBSTITUTE TEACHERS**

A. After a thirty (30) school day trial period, a substitute teacher holding a position which will be vacant at least ninety (90) school days will be given a regular teacher's contract as of the date of appointment, but said appointment will become effective no later than forty-five (45) days from the first day of substituting, and placed on the appropriate step of the salary schedule.

B. Any contract issued pursuant to the above clause may provide that the contract shall not be enforceable by the substitute teacher in the event of an early return by a regularly employed teacher.

### **ARTICLE XXIV POSITIONS IN SUMMER SCHOOL, EVENING SCHOOL, UNDER FEDERAL PROGRAMS, AND IN EXTRACURRICULAR ACTIVITIES**

A. All openings for summer school and evening school positions will be adequately publicized in each school building by the Superintendent as early as practicable. Teachers who have applied for such positions will be notified of the action taken regarding their applications as early as practicable, and in any case, prior to official Committee appointment to the position. Summer school and evening school openings will be publicized as soon as practicable ordinarily not later than the preceding March 1 and June 1, respectively, and teachers will be notified of the action taken as soon as practicable, ordinarily not later than May 15 and September 15, respectively.

B. Positions in the Cranston summer school and evening school will be filled first by regularly appointed teachers in the Cranston Public Schools insofar as such preferences are consistent with the educational needs of the system.

C. In filling such positions, consideration will be given, but not limited, to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Cranston Public Schools.

D. Extracurricular positions receiving compensation and part-time positions under federal programs may be filled by qualified personnel within the school in which such activities or programs are carried on.

E. Positions covered by this Article shall be filled on the basis of the best-qualified person available provided, however, that where two or more candidates are substantially equal in qualification, the applicant with the greatest seniority in the Cranston Public Schools shall be given preference. The decision of the Committee, unless arbitrary, capricious, and without basis in fact, will be final.

F. No cancellation, termination, or suspension of employment due to lack of enrollment or decline of enrollment or unavailability of funds shall be grounds for grievance or claim of any kind against the Committee.

## ARTICLE XXV INSURANCE

A. The Committee will provide the following individual medical and dental coverage for a teacher or, upon request of the teacher, shall provide family plan coverage for each teacher who is married or has a domestic partner (as defined in attached Appendix G) or has dependent children. To be eligible for such benefit, the teacher and the domestic partner must fill out, execute an affidavit appended to this Agreement as Appendix G and return the same to the District's Human Resource Office. In the event of a change in status in which the non-teacher is no longer a domestic partner, the teacher shall immediately notify the Superintendent of schools or his/her designee and such healthcare coverage shall no longer be provided. Printed application forms must be requested, completed, and returned to the Benefits Office in order to initiate this coverage. The Base Plan for all employees will be those benefits in effect as of the signing of this agreement. The summary of these benefits is appended to this agreement Appendix H. Effective at the beginning of the 2009-2010 school year the amount of premium cost-share paid by teachers shall be fifteen (15%) percent. Effective in the beginning of the 2011-2012 school year the amount of the premium cost-share paid by teachers shall be seventeen (17%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

B. The inclusive dates of this health insurance coverage shall be subject to the membership regulations of the agency providing the insurance protection.

C. The Committee shall provide a \$20,000 term life insurance policy for each teacher. Each teacher shall have the option to purchase an additional \$125,000 of term insurance. This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and the Cranston Teachers' Alliance.

Teachers shall be eligible to purchase up to an additional \$125,000 of term life insurance under the terms of the policy listed above after completing a Supplement to Application for Insurance Form. Eligibility to purchase this additional coverage is subject to the approval of the carrier.

D. The Committee shall provide individual or family plan dental insurance. The dental plan for those employees will be those benefits in effect at the signing of this Agreement. The annual maximum dental coverage will be \$1,500 per person and the orthodontic rider lifetime maximum will be \$1,500 per person. Effective at the beginning of the 2009-2010 school year, the amount of the premium cost-share paid by teachers shall be fifteen (15%) percent. Effective in the beginning of the 2011-2012 school year, the amount of the premium cost share paid by teachers shall be seventeen (17%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

E. The Committee shall provide to all members retiring from the Cranston Public Schools individual PPO coverage and individual dental to age 65. All teachers retiring after September 1, 2009 will be responsible for the percent of premium cost-share in effect at the time of retirement.

1. Teachers must retire and be eligible to collect benefits in order to participate.
2. Eligibility will be deferred for those members eligible for equal or better coverage through another plan and shall be restored if the retiree's coverage under another plan is no longer available.
3. Any teacher hired after the 2001-2002 school year must be employed for at least ten (10) years and must retire from the Cranston Public Schools to be eligible to collect benefits under this clause.
4. A teacher retiring from the Cranston Public Schools shall have the option to continue participating, through monthly contributions in the Blue Cross plan, (or its equivalent) currently in force at the time of his/her retirement, or Plan 65, whichever applies. Such participation shall be subject to the regulations of the insurance carrier. Notification of intent to participate must be given at least three (3) months prior to the effective date of retirement. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after September 1, 2005.

5. In lieu of a family plan, teachers may purchase an individual plan to cover a spouse. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after 9/1/2005.

F. Effective at the beginning of the 2009-2010 school year, the following changes to the plan design of the health insurance shall be implemented:

1. Prescription drugs - \$5 (generic), \$15 (Formulary), \$30 (Non-formulary)
2. Office Visits - \$15 (Primary Care), \$25 (Specialist), \$50 (Urgi-Center), \$100 (Emergency Room)

G. Following consultation with the Alliance, the Committee may change the health care provider. Prior to any change in health care provider, The Committee shall submit such documentation to the Alliance that the plan under consideration provides the benefits as identified in Appendix H and a substantially similar provider network ( as amended by the current provider from time to time).

H. Cranston Public Schools will provide an independent Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal structured service designed to assist in identifying and resolving productivity and morale problems associated with employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional, or other personal concerns which may adversely affect employee job performance.

## **ARTICLE XXVI PAYROLL DEDUCTION**

A. The Committee agrees to deduct from the salaries of bargaining unit member's dues for the Cranston Teachers' Alliance, Local 1704, AFT, plus the individual's financial obligations to affiliated union organizations, and to transmit such deductions to the Cranston Teachers' Alliance, Local 1704, AFT. Such deductions will be taken in equal installments over the available number of pay periods. Termination of employment during the school year will result in the balance of dues being deducted from the last check.

B. The Cranston Teachers' Alliance will give the Superintendent 30 days notice in writing prior to the effective date of any change in the membership dues to be deducted for any of said organizations.

C. Any teacher who is not a member of the Alliance in good standing shall pay to the Alliance a service charge as contribution toward the collective bargaining procedures involved in securing a contract and the administration of the collective bargaining agreement in an amount equal to the regular dues of the Alliance.

D. The Committee agrees to deduct from the salaries of teachers such sums as each individual teacher authorizes it to deduct through receipt of salary deduction cards signed by the teacher and forwarded to the Committee by any federally insured banking institution.

E. The Committee agrees to deduct from the salaries of teachers such sums as each individual teacher authorizes it to deduct through receipt of salary deduction cards provided by the Alliance and signed by the teacher. These salary deduction cards which shall provide proper indemnification for the Committee shall be forwarded to the Committee by the Alliance no later than August 15 of any school year. Such deductions may be discontinued only if the teacher notifies the School Committee in writing prior to August 15 for the succeeding school year.

## **ARTICLE XXVII SALARIES**

A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part herein. Pay scales shall be increased as follows:

2009-2010	1% (step 11 only)
2010-2011	2.25%
2011-2012	2.25%

Advanced Degrees and Appendices B, C & D shall receive an increase commensurate with the percentage increase of the annual salary.

B. The annual salaries of all persons covered by this Agreement shall be paid by the City Treasurer commencing no later than two (2) weeks after the school year begins. Teachers shall be given the option of receiving their annual salary in twenty-one (21) equal installments or twenty-two (22) installments. Teachers electing to receive pay in twenty-two installments shall have their pay calculated on the basis of twenty-six (26) equal payments. The first twenty-one (21) checks shall consist of pay calculated on the basis of twenty-six (26) equal payments. The twenty-second (22<sup>nd</sup>) check shall consist of the pay equivalent to the last five (5) payments. The final check for those teachers electing to be paid in twenty-two (22) installments in any school year shall be issued prior to June 30<sup>th</sup> of that year. Teachers shall notify the school administration in writing prior to July 1 of his/her payment option of the following school year.

The pay checks shall reflect all deductions and shall include information on the usage and remaining balance of sick leave and personal leave.

C. Payment for extracurricular activities shall be made a part of the teacher's bi-weekly salary with equal installments from the time the activity commences through the remainder of the salary year; or at the option of the teacher, will be paid in a lump sum at the completion of the activity in the teacher's next normal payroll check.

D. All salaries and benefits included in this Agreement will be prorated in accordance with the terms of the individual employee's FTE.

E. All deductions are to be equalized over the twenty-one (21) salary installments unless a teacher has elected to receive twenty-two (22) installments as described in section B above.

F. Full or half increments only (advanced degree and longevity) will be paid providing the requests and documentation (letter from college or university) is received in the School Department Personnel Office prior to October 15 and March 1 respectively.

### **G. Salary Deferral**

Any teacher whose effective date of employment is prior to and inclusive of, the opening day of the 1991-1992 school year who continues to remain actively employed by the Cranston Public Schools through the 1991-1992 school year shall be eligible, upon departure from the Cranston Public Schools, for a stipend. The amount of the stipend will be based upon the salary step held by the teacher during the 1991-1992 school year. The amount deferred is listed in Appendix F and is equivalent to the total amount deferred up to a maximum of one thousand five hundred dollars (\$1,500).

1. The teacher, upon resolution of the School Committee with regard to retirement or resignation, shall be given a lump sum payment in a separate check.

2. In the event that an eligible teacher dies while still under the employ of the Cranston Public Schools the stipend shall be paid to the estate of the deceased teacher.

**ARTICLE XXVIII  
SALARY CONTINUATION POLICY**

A. The purpose of the salary continuation policy shall be to provide income protection for up to seventeen weeks of personal illness which might interrupt regular pay of full-time regularly appointed employees.

B. Short-term illness is defined as illness which is five or fewer consecutive working days in duration.

1. Teachers may receive up to fifteen (15) days salary for absence due to short term illness or absence due to illness in the immediate family, (father, mother, spouse, son, daughter), or additional persons in the immediate household.
2. Medical certificates will not be required.
3. Salary payments under short-term sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head, coaching payments in season, etc.) minus any payments received or receivable from other plans.
4. All members of the negotiating unit are immediately eligible for short-term sick leave; however, in the case of first-year teachers benefits may be withheld unless the teacher has worked at least 30 school days in the Cranston Public Schools.
5. Any request for absence due to family illness under this Article shall be supported by a statement that the teacher can make no other arrangements and must therefore be absent in order to care for the person who is ill.
6. Sick leave days accumulated prior to the 1966-67 school year may be used for short-term sick leave until depleted.

C. Long-term illness is defined as extended illness which is six or more consecutive working days in duration.

1. Teachers may receive their salary for up to fifteen weeks per long-term illness.
2. Medical certification on forms supplied by the Administration is required.
3. Salary payments under long-term sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head, coaching payments in season, etc.).
4. Benefits under the long-term sick leave shall not commence for one week after the onset of illness, subject to the following:
  - a) Benefits start on the first day if hospitalization occurs during the one-week period.
  - b) Unused short-term sick leave may be used for days not otherwise covered.
5. A teacher may return to work from long-term sick leave only upon presenting an acceptable medical report that he/she is able to return to work.
6. Successive absences separated by a return to work shall be presumed to be different illnesses unless medical data indicates the contrary.
7. A teacher applying for benefits or returning to work under long-term sick leave may be required to submit to an examination by a physician selected by the Administration.

8. New teachers must have worked 90 school days in the Cranston Public Schools to be eligible for benefits under long-term sick leave.

D. The Alliance agrees that all leaves of absence including short-term sick leave shall be used only for the purposes authorized by this Agreement and that any unauthorized use of leave shall constitute grounds for disciplinary action. The Alliance recognizes the Committee's rights and obligation to make and enforce reasonable rules to ensure that there is no abuse of leave benefits, and the Committee agrees to consult with the Alliance prior to the adoption of such rules.

E. Notwithstanding any language in this Article to the contrary, the Committee has the option of requiring a medical certificate where the absence lasts longer than three (3) days.

#### **ARTICLE XXIX SPECIALISTS**

A. The Committee and the Alliance recognize the importance of proper staffing in such special categories as art, music, physical education, counseling, library, resource teaching, speech and hearing, vision, reading, etc.

B. The Committee recognizes the need for providing adequate supplies, equipment and materials in each building to teachers in order to assist them in effective achievement of their responsibilities. In recognition of this need, it is agreed that by March 15 of each year, specialists will be given an opportunity to express their needs to the proper authority.

#### **ARTICLE XXX PERSONAL AND ACADEMIC FREEDOM**

A. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law, or affect the teacher's responsibilities as an employee of the Cranston Public Schools.

B. Teachers may introduce relevant and appropriate controversial material in their professional employment. When they do so, they should strive to present all sides of the controversial issue.

C. In performing their teaching functions, teachers may express their personal opinions on matters relevant to the course content, provided, however, that when doing so they clearly indicate that they are setting forth personal opinion.

#### **ARTICLE XXXI MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE**

A. Classroom control and discipline are basic responsibilities of the classroom teacher. However, when in the judgment of the classroom teacher, a student requires the attention of an appropriate specialist or administrator, he/she will so inform the building principal.

B. When, in the judgment of a classroom teacher, a student is by his/ her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may refer him/her to the principal. In such cases the principal will arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself/herself, the teacher, and parent or guardian to discuss the problem and to decide upon proper steps for its resolution, and may in his/ her discretion return the pupil to the classroom pending such conference.

C. Physical restraint may be used by a teacher in an extraordinary case of breach of discipline to restrain or correct a disruptive pupil, provided the force used is reasonable under the circumstances. The principal or immediate supervisor will immediately report in writing to the Superintendent any such case reported to him/her, giving in detail the circumstances thereof, and will attach thereto any written statement of the incident submitted to him/her by the teacher in question.

## **ARTICLE XXXII CURRICULUM**

A. Curriculum Development Committee for each subject area shall be formed whose responsibility it shall be to represent the teachers in the process of educational change. The various committees will consist of department heads and/or area supervisors and directors and teacher representatives from both the elementary and secondary level, where applicable, and any other person or persons whom the Superintendent may see fit to appoint to assist them in their work. The purpose of these committees shall be to make recommendations and to formulate proposals for curriculum improvement and development based on discussions, investigations, and evaluations of present curriculum, teaching materials, teaching methods and procedures.

The duties of the Curriculum Committees are as follows:

1. They shall use any time reserved for Committee work not required for other purposes for duties related to Curriculum Committee work.
2. These Committees shall consider all proposals from any source regarding curriculum, teaching methods, aids and materials, educational facilities and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Cranston Public Schools.
3. They may participate in the consultations provided in Article X, Paragraph A-3.
4. They will cooperate with the Administration in the implementation of educational revisions which the Curriculum Development Committees consider useful to the students in the Cranston Public Schools.
5. Each of the Committees shall have the right, as the need arises, to set up sub-committees including other staff members not presently involved in the basic committee work.
6. The Committees will issue reports to the administration and to the President of the Alliance no later than March 1, so that provisions can be made for implementation of their recommendations through the establishment of a summer workshop program.

## **ARTICLE XXXIII TAX SHELTERED ANNUITY**

Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law 87-370 in accordance with procedures mutually acceptable to the Committee and the Alliance.

#### **ARTICLE XXXIV GENERAL**

A. There will be no reprisals of any kind taken against any teacher by reason of his/her membership in the Alliance or participation in its activities.

B. Despite references herein to the Committee, the Superintendent, and the Alliance, as such, each reserves the right to act hereunder by committee, or designated representatives except where the Agreement specifically limits this right.

C. At the option of either the Superintendent or the Alliance, and to facilitate communication and cooperation between the parties, the Superintendent and a representative of the Alliance shall meet and consult once a month during the school year on matters of mutual concern. The Alliance shall be consulted on the calendar for each ensuing school year. Any makeup days in excess of these already scheduled shall be scheduled only after consultation with the Alliance.

D. Any provisions in individual contracts for the period of this Agreement which are inconsistent or in conflict with the terms of this Agreement shall be superseded by the terms of this Agreement. Individual teacher contracts shall indicate that they are subject to this Agreement and/ or a successor Agreement if one is negotiated.

E. If any provision of this Agreement is or shall be at any time contrary to law, then such provisions shall not be applicable, or performed, or enforced, except to the extent permitted by law. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

F. For the duration of this Agreement, (1) this Agreement shall supersede any rules, regulations, or practices of the Committee which shall be contrary to or inconsistent with the terms; and (2) the provisions of this Agreement shall be incorporated into and be considered part of the policies of the Committee.

G. The Committee and the Alliance will share equally the cost of publication of this Agreement.

H. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

1. Alliance building representatives shall be permitted to take up to one (1) hour each week during the regular work day, which would not ordinarily be taken from teaching time, at a time approved by the building principal for the performance of Alliance business. It is expressly understood that said representatives are full-time teachers and that the right to perform Alliance work during the regular workday which is provided for in this clause will be exercised no more frequently and no longer than necessary.

#### **ARTICLE XXXV NO STRIKE - NO LOCKOUT**

During the term of this Agreement, the Alliance agrees there shall be no lockouts, strikes, walkouts, sit-ins, slowdowns, or other interruptions, suspensions or cessations of work or any picketing or interference of any nature with the operations of the School Department by the Alliance, or by any of its members or at its insistence for any reason whatsoever, or because of any matter in controversy or dispute between the Alliance, or any of its members and the employees, or between the Alliance or any of its members and the School Department, or between the Alliance or any of its members and others, or between the School Department and others; the School Department agrees not to lock out Alliance employees.



Employees who participate in any strike, or any other of said acts shall be considered to have voluntarily terminated and their names shall be dropped from the seniority lists.

If no agreement is reached under the re-negotiation clause of Article XXXVII, then the just expired collective bargaining agreement shall control the relationship between the parties.

**ARTICLE: XXXVI  
FAIR DISMISSAL POLICY**

Notification of intention to suspend or discharge shall be given to the employee in writing and the reasons for discharge or suspension stated therein. Such written notification shall be given to the employee at least fifteen (15) school days prior to the date when said suspension or discharge shall take place. In case of extreme emergency, suspension may be immediate with no prior notice. In cases where a teacher's contract is not going to be renewed for the coming year, the teacher shall be notified before March 1st.

**ARTICLE XXXVII  
DURATION**

The provisions of this Agreement will become effective on September 1, 2009, and will continue in full force and effect until August 31, 2012.

Cranston School Committee

Cranston Teachers' Alliance

\_\_\_\_\_  
Michael A. Traficante,  
Chairperson

\_\_\_\_\_  
Francis J. Flynn,  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Peter Nero,  
Superintendent

\_\_\_\_\_  
Lizbeth Larkin  
Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A  
ANNUAL SALARY**

	<u>2009 – 2010</u>	<u>2010-2011</u>	<u>2011 – 2012</u>
STEP 1	\$37,105	\$37,940	\$38,794
STEP 2	\$40,087	\$40,989	\$41,911
STEP 3	\$43,128	\$44,098	\$45,090
STEP 4	\$46,479	\$47,525	\$48,594
STEP 5	\$49,855	\$50,977	\$52,124
STEP 6	\$52,868	\$54,058	\$55,274
STEP 7	\$56,186	\$57,450	\$58,743
STEP 8	\$59,314	\$60,649	\$62,014
STEP 9	\$62,241	\$63,641	\$65,073
STEP 10	\$68,301	\$69,838	\$71,409
STEP 11	\$72,088	\$73,710	\$75,368

**ADVANCED DEGREES**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
BA+30*	\$1758	\$1798	\$1838
MA	\$2965	\$3032	\$3100
MA +30	\$3780	\$3865	\$3952
CAGS	\$4489	\$4590	\$4693
PHD	\$5060	\$5174	\$5290

\*Those hired after September 1, 1989 must get a B+36 in order to be eligible for the stipend.

Any teacher who achieves National Board for Professional Teaching Standards Certification will be eligible for an annual stipend of \$4,000.

For the purpose of calculating advanced degree stipends, the committee recognizes that fifteen (15) approved CEU's is the equivalent of one (1) credit hour.

**Longevity Increments**

20 years \$1,164  
25 years \$1,400  
30 years \$1,628

Advanced Degrees and Appendices B, C, & D shall receive an increase commensurate with the percentage of the annual salary.

**APPENDIX B  
DEPARTMENT CHAIRS**

<u>09-10</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$893			
26-99	\$1455	\$1520	\$1588	\$1650	\$1723	\$1790
100-199	\$1790	\$1875	\$1967	\$2055	\$2143	\$2237
200-299	\$2126	\$2237	\$2350	\$2455	\$2570	\$2680
300+	\$2455	\$2657	\$2726	\$2860	\$2994	\$3129
<u>10-11</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$913			
26-99	\$1488	\$1554	\$1624	\$1687	\$1762	\$1830
100-199	\$1830	\$1917	\$2011	\$2101	\$2191	\$2287
200-299	\$2174	\$2287	\$2403	\$2510	\$2628	\$2740
300+	\$2510	\$2717	\$2787	\$2924	\$3061	\$3199
<u>11-12</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$934			
26-99	\$1521	\$1589	\$1661	\$1725	\$1802	\$1871
100-199	\$1871	\$1960	\$2056	\$2148	\$2240	\$2338
200-299	\$2223	\$2338	\$2457	\$2566	\$2687	\$2802
300+	\$2566	\$2778	\$2850	\$2990	\$3130	\$3271

**BAND, ORCHESTRA, DRAMA AND CHORAL COACHES  
HIGH SCHOOL**

	<u>2009 – 2010</u>	<u>2010 – 2011</u>	<u>2011 - 2012</u>
STEP 1	\$2077	\$2124	\$2172
STEP 2	\$2136	\$2184	\$2233
STEP 3	\$2195	\$2244	\$2294
STEP 4	\$2254	\$2305	\$2357
STEP 5	\$2314	\$2366	\$2419
STEP 6	\$2372	\$2425	\$2480

**MIDDLE SCHOOL**

	<u>2009 – 2010</u>	<u>2010 - 2011</u>	<u>2011 - 2012</u>
STEP 1	\$1484	\$1517	\$1551
STEP 2	\$1543	\$1578	\$1613
STEP 3	\$1603	\$1639	\$1676
STEP 4	\$1661	\$1698	\$1736
STEP 5	\$1721	\$1760	\$1800
STEP 6	\$1780	\$1820	\$1861

Art	Music	
Business	Psychology	
Drug Education	Occupational Therapy	
English/Language Arts	Science	
ESL	Social Studies	
Family/Consumer Science	Social Work	
Guidance	Speech/Language Therapy	
Health/Nursing Services	Technology Education	
Mathematics	World Languages	
<b>2009-2010</b>	<b>2010-2011</b>	<b>2011-2012</b>
<b>\$5000</b>	<b>\$5113</b>	<b>\$5228</b>

## APPENDIX C

**CLASSIFICATION A**  
**SENIOR HIGH SCHOOL HEAD FOOTBALL COACH**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
<b>2009-10</b>	<b>\$3201</b>	<b>\$3392</b>	<b>\$3573</b>	<b>\$3752</b>	<b>\$3935</b>	<b>\$4117</b>	<b>\$4744</b>
<b>2010-11</b>	<b>\$3273</b>	<b>\$3468</b>	<b>\$3653</b>	<b>\$3836</b>	<b>\$4024</b>	<b>\$4210</b>	<b>\$4851</b>
<b>2011-12</b>	<b>\$3347</b>	<b>\$3546</b>	<b>\$3735</b>	<b>\$3922</b>	<b>\$4115</b>	<b>\$4305</b>	<b>\$4960</b>

**CLASSIFICATION B**  
**SENIOR HIGH SCHOOL**

Head Varsity Coaches of Baseball, Basketball, Cross-Country, Field Hockey, Golf, Hockey, Soccer, Softball, Swimming, Tennis, Track (Indoor/Outdoor), Volleyball, Wrestling, Faculty Manager, Assistant Varsity Coach Football.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
<b>2009-10</b>	<b>\$2551</b>	<b>\$2692</b>	<b>\$2841</b>	<b>\$2992</b>	<b>\$3141</b>	<b>\$3282</b>	<b>\$4136</b>
<b>2010-11</b>	<b>\$2608</b>	<b>\$2753</b>	<b>\$2905</b>	<b>\$3059</b>	<b>\$3212</b>	<b>\$3356</b>	<b>\$4229</b>
<b>2011-12</b>	<b>\$2667</b>	<b>\$2815</b>	<b>\$2970</b>	<b>\$3128</b>	<b>\$3284</b>	<b>\$3432</b>	<b>\$4324</b>

**CLASSIFICATION C  
SENIOR HIGH SCHOOL**

**SENIOR HIGH SCHOOL**  
Assistant/Head Junior Varsity Football, Assistant/Junior Varsity Baseball, Basketball, Soccer, Softball

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
2009-10	\$1644	\$1844	\$1940	\$2040	\$2140	\$2241	\$2748
2010-11	\$1681	\$1885	\$1984	\$2086	\$2188	\$2291	\$2810
2011-12	\$1719	\$1927	\$2029	\$2133	\$2237	\$2343	\$2872

**CLASSIFICATION D****SENIOR HIGH SCHOOL**

Assistant/Head Freshman Football, Assistant/Freshman Baseball, Basketball, Softball, Assistant/Junior Varsity  
Coaches of Field Hockey, Golf, Track, Swimming, Tennis, Volleyball, Wrestling.

**MIDDLE SCHOOL**

Head coaches, Baseball, Basketball, Cross-Country, Soccer, Softball, Track, and Wrestling.

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
2009-10	\$1604	\$1691	\$1780	\$1867	\$1954	\$2040	\$2425
2010-11	\$1640	\$1729	\$1820	\$1909	\$1998	\$2086	\$2480
2011-12	\$1677	\$1768	\$1861	\$1952	\$2043	\$2133	\$2536

**APPENDIX D**

Evening School Teachers, Home Tutors, Summer School Teachers, and Professional Development.

2009-10	2010-11	2011-12
\$29.00	\$30.00	\$31.00

**APPENDIX E**

## Deferral Payment

Step	Step
1. \$ 903	6. \$1,287
2. \$ 976	7. \$1,367
3. \$1,050	8. \$1,442
4. \$1,131	9. \$1,500
5. \$1,213	10. \$1,500

The stipend shall not be extended to teachers, whose effective date of hire is after the opening of school in September, 1991.