

**CONTRACT**

**between**

**THE SCHOOL COMMITTEE OF THE  
CITY OF PAWTUCKET**

**And**

**THE PAWTUCKET  
TEACHERS' ALLIANCE**

**Local #930  
American Federation of Teachers**

**American Federation of Labor  
Congress of Industrial Organization**

**September 1, 2020 – August 31, 2023**

**PAWTUCKET SCHOOL COMMITTEE**

**(Effective January, 2020 through  
December 2023)**

**Gerard Charbonneau, Chairperson**

**Erin Dube, Deputy Chairperson**

**Joanne Bonollo**

**Joseph Knight**

**Kimberly Grant**

**Stephen Larbi**

**Roberto Moreno**

**PAWTUCKET TEACHERS' ALLIANCE  
Local #930, AFT, AFL-CIO**

**(September 1, 2020 – August 31, 2022)**

**Ronald Beaupre, President**

**Christina DiPrete, Vice President--Secondary**

**Jodie Olivo, Vice President--Elementary**

**Jo-Ann Enander, Secretary**

**Dean Lancellotti, Treasurer**

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## **AGREEMENT**

This agreement is made and entered into as of the first day of September, 2020, by and between the School Committee and/or its successors of the city of Pawtucket, hereinafter referred to as the “Committee”, and the Pawtucket Teachers’ Alliance, Local Number 930 American Federation of Teachers, American Federation of Labor – Congress of Industrial Organizations, hereinafter called “The Alliance”.

In consideration of the mutual promises and undertakings herein contained, the parties hereto agree as follows:

### **ARTICLE I RECOGNITION**

The Committee recognizes the Alliance as the exclusive bargaining representative for all those persons in the bargaining unit, which consists of certified/licensed personnel as defined in Section 28-9.3-2 of the School Teachers’ Arbitration Act and such recognition shall continue until it is withdrawn or terminated pursuant to the provisions of said Act.

### **ARTICLE II ALLIANCE JURISDICTION**

#### **Section 1 Building Delegates**

- (a) The school principal shall recognize the elected Alliance building representative as the official representative of the Alliance in his/her school.
- (b) Investigation and processing of grievances shall be done outside school hours, but in situations which, in the opinion of the duly authorized building delegate, requires emergency action, the delegate may, subject to

the approval of the Superintendent, investigate such grievances during school hours.

- (c) Building delegates may receive the assistance of an Alliance officer or a staff representative to aid in the processing of a grievance. Whenever possible, such assistance will be given after close of the regular school day.

## **Section 2**

### **Meetings During Working Hours**

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

## **Section 3**

### **Leave Of Absence For Alliance Duties**

The School Committee agrees that any member of the Alliance selected to a position requiring leave of absence from his/her teaching position shall be given an initial leave of absence without pay for Alliance duties for one (1) year.

## **Section 4**

### **Monthly Meeting With Superintendent**

A monthly meeting shall be held during the school year with the Superintendent and the Local Alliance President to discuss any matters of concern to either party. These meetings shall be held at a mutually agreeable time and place. The Local Alliance President and the Superintendent shall determine the representatives who will attend the meetings for their respective sides. Attendance at these meetings shall be restricted to no more than three persons for each side, except as the parties may otherwise agree. Whenever possible, the parties should exchange, several days in advance of a meeting date, notice of the subject matters they wish to discuss.

## **Section 5 Union Dues**

The Alliance shall determine the total amount to be deducted from its members' salaries for dues and shall notify the Superintendent thereof in writing before September 1. Said amounts shall be deducted equally from the members' salary checks throughout the year."

## **Section 6 Definition Of Certified/Licensed Personnel Service**

The parties agree to the following with respect to the definition of "total certified/licensed personnel service accumulated with the Pawtucket School Department".

Service shall include:

- (a) All the time a certified/licensed personnel has been employed in a bargaining unit position by the Pawtucket School Department notwithstanding the fact that he/she may have resigned and subsequently been re-employed.
- (b) A person who begins in a position as a substitute and then is subsequently appointed to that position, shall accrue service from the beginning of employment.
- (c) Paid leave of absence. (Paid leaves shall accrue seniority at the same rate as the pay proportion.)
- (d) That period of employment in the Pawtucket School Department as a long-term substitute for certified/licensed personnel who were appointed and then assumed long-term substitute status due to the fact that they got married.
- (e) All service as a one year appointee if said certified/licensed personnel is subsequently appointed.

- (f) Any laid off certified/licensed personnel who assumes long term or per diem substitute status will be credited for the actual number of days worked.
- (g) Part time certified/licensed personnel shall accrue seniority at the same rate as the pay proportion.
- (h) Certified/licensed personnel who are promoted to administrative positions after August 1, 1985, and return to the bargaining unit within two (2) years will be credited with such time for seniority purpose. Such certified/licensed personnel who remain in an administrative position beyond a two (2) year period shall not be eligible for administrative seniority if they return to the bargaining unit.

Certified licensed/personnel service shall not accrue for:

- (a) Unpaid leaves of absence.
- (b) Service as an administrator (excepting "h" above).

If two or more certified/licensed personnel have equal service, ties will be decided by lot.

This definition of seniority shall be used whenever reference is made to seniority within the contract except for layoff and recall. For the purposes of layoff and recall, seniority shall be defined as the total length of time from the date of last appointment and including all leaves.

Any disputes or misinterpretations arising out of the contents of this agreement shall be resolved pursuant to the grievance procedure of the contract.

## **Section 7**

### **Part-time Employment**

Any persons certified or licensed by the State of Rhode Island, and who are employed on a part-time basis (excluding substitutes) to perform the duties of members of this bargaining unit, shall receive prorated pay and benefits in accordance with all of the

provisions of this agreement. All said part-time positions shall be posted and all the names and addresses of those selected shall be forwarded to the President of the Alliance in a timely fashion. No part-time positions shall exist or be created in any manner so as to supplant full-time positions requiring same certification but shall be supplemental to existing positions. A substitute shall be defined as someone who takes the place of a bargaining unit member.

## **Section 8**

### **Union President Release Time**

The President of the Alliance shall be provided with release time in an amount equivalent to one fifth (1/5) of his/her schedule of teaching and/or other professional duties. The President of the Alliance shall continue to be provided full pay and all other benefits of professional employment by the Committee.

In the event that the President of the Alliance is a teacher in an elementary school, the Alliance will reimburse the Committee for fifty percent (50%) of the cost incurred for a substitute.

## **ARTICLE III**

### **SUPERVISION**

#### **Section 1**

#### **Supervisory Job Description**

The Superintendent shall prepare job descriptions of all positions, administrative and supervisory in nature, which affect teachers and all staff personnel within the bargaining unit. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor.

When certified/licensed personnel are responsible to more than one supervisor they shall be advised by their principal/supervisor of the division of responsibility. The job descriptions of these administrative and supervisory positions as they relate to certified/licensed personnel shall be made available to all

members of the staff and shall be posted on the Pawtucket School Department's website ([www.psdri.net](http://www.psdri.net)).

## **Section 2**

### **Ratings Of Certified/Licensed Personnel**

- (a) All certified/licensed personnel shall be evaluated using the Rhode Island Innovation Consortium Educator Evaluation and Support System (the "System"). Evaluations shall only be performed by "certified evaluators". No more than two (2) "certified evaluators" shall participate in the evaluation of any certified/licensed personnel unless both the certified/licensed personnel and the Alliance consent in writing. All non-tenured certified/licensed personnel shall be evaluated by February 1<sup>st</sup>.
- (b) Certified/licensed personnel shall be provided advance written notice, of at least ten (10) school days, of formal observations.
- (c) A District Evaluation Committee (the "DEC") shall be established. The members of the DEC shall consist of an equal number of administrators, selected by the Superintendent, and certified licensed personnel, selected by the union. The DEC shall oversee implementation of the System, perform those functions referred to in the Rhode Island Educator Evaluation System Standards; Standard 6 and perform any other functions that the parties may mutually agree to assign to it from time to time. The DEC shall remain as a standing committee for the duration of this Agreement for the purpose of oversight, further development and implementation of the System.
- (d) At the request of the certified licensed personnel being evaluated, an additional "certified"

evaluator shall be assigned by the DEC to collect evidence of effectiveness in conjunction with the “certified” administration evaluator. This request must be made at least five (5) school days prior to the date of the educator’s formal observation.

- (e) A Professional Growth Plan shall be developed by the building administrator for each certified/licensed personnel who receives an overall “Professional Practice Rating” of “Ineffective” or “Developing”. The Professional Growth Plan shall be developed with the direct participation of the affected certified licensed personnel and shall include, but not be limited to:
  - i. Timelines with benchmarks for completion of improvement goals;
  - ii. Professional development opportunities targeting improvement goals;
  - iii. Additional human and material resources necessary for successful implementation of improvement goals.

The provisions of this subsection shall not limit the capacity of the School Department to establish Professional Growth Plans for certified/licensed personnel in response to practices that do not comply with established school and/or district regulations and/or practices.

- (f) In all circumstances where the development of a Professional Growth Plan is required by the terms of Article III, Section 3 (e), prior to the development of the Professional Growth Plan, the affected certified/licensed personnel shall be advised of his/her right to be represented by the

Alliance in connection with the development of the Professional Growth Plan.

- (g) Certified licensed personnel who receive a rating of “Developing” or “Ineffective” may appeal to the DEC pursuant to Evaluation Appeals Process which is appended hereto as Appendix H and is incorporated herein by reference.”

### **Section 3 Personnel Files**

- (a) Any material relative to a certified/licensed personnel’s conduct, service, character or personality, shall be communicated to the teacher in writing, prior to its becoming part of his/her personnel file. No anonymous letters or materials shall be placed in the teacher’s file. Certified/licensed personnel shall be permitted to respond in writing to any notice or other information that is placed in their personnel file within fifteen (15) days of being notified that the material has been placed in their file. Said response shall be placed in the certified/licensed personnel’s file.
- (b) Upon written request by the certified/licensed personnel to the Superintendent, the certified/licensed personnel shall have access to his/her file and be permitted to examine and reproduce any material in his/her file. The personnel file shall be examined in the presence of the Superintendent.

## **Section 4**

### **Summons To Office Of Superintendent**

- (a) Whenever a certified/licensed personnel is called to the Superintendent's office on a matter which may result in disciplinary action, said certified/licensed personnel shall be informed of his/her right to have a representative of the Alliance present during the discussion.
- (b) Certified/licensed personnel will not be reprimanded in the presence of students, parents, or other teachers.
- (c) Certified/licensed personnel shall be informed of their right to have an Alliance representative present when being reprimanded and/or disciplined by any member of the School Department administration. Reassignments, including, but not limited to, being placed on administrative leave with pay, following an alleged incident upon investigation, shall be grounds for the presence of an Alliance representative. The certified/licensed personnel shall be permitted to have the representation of the Alliance representative of their choice when feasible. When a request for representation has been made, no action shall be taken until the Alliance representative is present, with the exception that the Administration may place a certified/licensed personnel on paid administrative leave, without an Alliance representative being present, in an emergency circumstance when no Alliance representative is readily available.

## **Section 5**

### **Acknowledgement of Correspondence**

The Superintendent shall acknowledge in writing within (10) ten business days all letters of application for promotion, transfer, and leave of absence.

## **ARTICLE IV PROMOTIONS AND TRANSFERS**

### **Section 1 Posting Of Open Positions**

The School Committee will post for fifteen (15) calendar days on the Pawtucket School Department's website ([www.psdri.net](http://www.psdri.net)) and via the Pawtucket School Department e-mail (including during the summer months and scheduled school vacations), all openings for certified, supervisory and administrative positions and positions beyond that of a classroom teacher and other certified/licensed personnel. Said postings shall state the educational qualifications, all other requirements, duties, and the salary of the position. All applications for promotional positions shall be acknowledged by the Superintendent of Schools within ten (10) business days.

### **Section 2 Advancements**

Advancement or promotion within the school system shall be based upon knowledge, ability, skill, efficiency, physical condition, and general health, character, and personality. Whenever the above factors are equal in the judgment of the Superintendent, the employee with the longest tenure of employment in this school system shall be advanced or promoted.

### **Section 3 Transfers And Notices Of Positions Open**

Certified/licensed personnel will be notified on the last day of school in June of vacancies to be filled at the "Assignment Process." Vacancies or new positions created after such notification will be disseminated when known on the bulletin board of the Administration Building via Pawtucket School Department email and will be given to all certified/licensed personnel in attendance prior to the start of the "Assignment Process." All certified/licensed personnel will be eligible to participate in the "Assignment Process.", unless the teacher is seeking a voluntary transfer and:

- a. Has received a final Professional Practice, Growth and Responsibilities evaluation rating of “developing” or “ineffective” during the current academic year; or
  - b. Is on a Professional Growth Plan.
- Certified/licensed personnel who are disqualified from participating in the “Assignment Process” pursuant to subparts (a) and/or (b) above may apply to the Superintendent for written permission to participate in the “Assignment Process”.

Additionally, certified/licensed personnel with less than three (3) years’ service in the Pawtucket Schools shall not be eligible to participate in the Assignment Process without the written consent of the Superintendent.

Nothing contained in this section shall be construed to prevent certified/licensed personnel who are involuntarily transferred/displaced and/or returning from leave and/or recalled from layoff from participating in the Assignment Process.

#### **Section 4**

#### **Permanent Vacancies or New Positions Created**

Permanent vacancies or new positions created after the annual “Assignment Process” in the summer, and prior to March 1st of the following year, shall be filled by regular, certified/licensed personnel. Permanent vacancies or new positions created after March 1st shall be filled by long-term substitutes until the following “Assignment Process”.

#### **Section 5**

#### **Grade Level Transfers**

- (a) No teacher in the Elementary Schools (preprimary through grade 6) who is on tenure shall be transferred from the Elementary Schools to the Secondary Schools (grades 7 through 12) without his/her consent. No teacher in the Secondary Schools shall be transferred from the Secondary Schools to the Elementary Schools without his/her consent. If the Superintendent advises a teacher prior to the “Assignment Process” that his/her

position will require work at both the elementary and secondary levels and the teacher does not exercise his/her right to bid into another position, consent shall be inferred.

- (b) No later than one week prior to the close of each school year in the Elementary Schools (preprimary through grade 5), the building principal shall inform certified/licensed personnel of the class configurations at each grade level (i.e. ESL, Collaborative, etc.). In the presence of an Alliance Representative, and in order of seniority, grade level teachers shall choose a class. Teachers holding specialized certifications (i.e. ESL) shall retain the class he/she is currently teaching in which the specialized certification is required. A more senior teacher with a specialized certification not currently in use shall not be allowed to displace the current teacher from a class requiring a specialized certification, unless his/her class is to be discontinued.

## **Section 6 Within Grade Transfers**

Nothing herein above contained shall prevent the transfer of personnel within levels for good cause provided that the person so transferred shall be offered a position as nearly equal as possible in grade and preparation to his/her former position.

## **Section 7 Involuntary Transfers – Definition**

The unrequested transfer of a certified/licensed personnel due to the consolidation or discontinuance of a class, grade, or schedule.

**I.** In the event that involuntary transfers become necessary due to the consolidation or discontinuance of a class, grade, or schedule, absent “special circumstances” as defined in the following sentence, Citywide Seniority will be used to determine which individuals will be moved. Special circumstances of competence and experience are defined as follows:

1. Competency: the total number of hours of study beyond a B.S. or the highest degree obtained in one's field.

2. Experience:

(a) The total years in a particular field or subject.

(b) Special Experience: Special educational experience outside the classroom which will have a direct beneficial effect upon one's teachings, including but not limited to the following: Fulbright Scholarship or extensive educational travel for educational purposes.

**II. Procedure to be Followed:** In the event that a class, grade, or schedule in a school is to be closed due to discontinuation or consolidation of a class, grade, or schedule, the following steps will be followed.

1. The certified/licensed personnel already assigned to that class, grade, or schedule in that school with the fewest number of years in the Pawtucket School System, Citywide Seniority (seniority defined as total licensed service accumulated with the Pawtucket School Department) will be moved. Transitional first grade teachers will be considered as first grade teachers for purpose of seniority.

2. If a permanent vacancy exists in the building and said teacher/licensed personnel is certified/licensed and wishes to remain in the building, he/she must fill the vacancy.

(a) If a temporary full year (September through June) vacancy exists in the building and said teacher/licensed personnel is certified and wishes to remain in the building, he/she may fill that position.

(b) If a regular faculty member chooses to take a temporary (September through June) position then said teacher/licensed personnel shall assert his/her other rights under this Article when the absent teacher/licensed personnel returns.

(c) If an involuntary transferred teacher/licensed personnel from the "Assignment Process" fills a temporary (September

through June) vacancy, said teacher/licensed personnel shall return to the “Assignment Process” when the absent teacher/licensed personnel returns.

(d) If the regular teacher/licensed personnel on leave does not return from the one year leave of absence, that vacancy will go to the “Assignment Process.”

(e) Teachers/licensed personnel from the “Assignment Process” filling temporary (September through June) vacancies shall not be considered regular faculty members for the purpose of bumping in this Article but must return to the “Assignment Process” for reassignment in the subsequent year.

3. If there is no vacancy in the building and said teacher/licensed personnel wishes to remain in the building, he/she may replace the least senior teacher/licensed personnel in any area for which he/she is certified/licensed (Citywide Seniority) in that building or voluntarily go into the “Assignment Process.”

4. The Superintendent may invoke the “Special Circumstance” provision and prevent the originally displaced teacher/licensed personnel from bumping the teacher/licensed personnel in #3 above.

5. If the Superintendent invokes the “Special Circumstance” provision, he/she must notify the teacher/licensed personnel in writing within ten (10) calendar days giving his/her specific detailed reasons why he/she used the provision. The teacher/licensed personnel involved would have the right to file a grievance if he/she disagrees with the Superintendent’s explanation. Said teacher/licensed personnel would also have the opportunity to replace the second least senior teacher/licensed personnel (Citywide Seniority).

6. The teacher/licensed personnel who eventually must leave the building will be required to participate in the “Assignment Process.”

7. The “Assignment Process”, as used in this section, will be defined as that activity where all eligible teachers/licensed personnel, including displaced teachers/licensed personnel,

eligible teachers/licensed personnel seeking voluntary transfer, teachers/licensed personnel returning from leave of more than one year, and teachers/licensed personnel who are laid off and have been recalled after the close of the school year, select positions from a list of existing vacancies.

- (a) Certified/ licensed personnel who wish to voluntarily transfer into positions in a grade span that they have not taught in during the past three years (including the current school year) must submit a letter of interest to the Superintendent, complete an interview process and receive the approval of the Superintendent before they may voluntarily transfer into a position outside of the grade spans that they have taught in during the past three years.

Factors to be considered shall be:

- Experience in the grade span
- Experience in the certification
- Evaluations
- Specialized training undertaken or possession of certification and/or endorsement relevant to the position.

The determination of whether certified/licensed personnel may bid on and/or fill a position outside of the grade spans that they have taught in during the past three years shall rest with the Superintendent. Nothing in this subsection shall be construed to prevent certified/licensed personnel who are involuntarily transferred/displaced and/or returning from leave and/or recalled from layoff from taking a position outside of the grade spans that they have taught during the past three years in the Assignment Process if necessary.

For the purposes of this section, the grade spans are:

- PreK through Grade 2
- Grade 3 through Grade 6
- Grade 7 through 12

Nothing contained in this section shall be construed to prevent tenured, certified/licensed personnel seeking

voluntary transfer within the grade span(s) he/she has taught during the past three years from filling any vacancy for which he/she is certified/licensed.

- (b) An initial list of known vacancies will be distributed to each school for teacher/licensed personnel inspection on the last day of the school year. Principals shall be responsible for the distribution of said list to all teachers/licensed personnel.
- (c) The Superintendent or his/her designee shall, to the assembled teachers/licensed personnel at the “Assignment Process”, announce each vacancy, and positions shall be selected by those who are properly certified. The most senior teacher/licensed personnel will have first choice, second most senior teacher/licensed personnel will have second choice etc. This process shall continue until there are no more vacancies to be filled and/or teachers/licensed personnel seeking to transfer.
- (d) Involuntarily transferred teachers/licensed personnel and/or teachers/licensed personnel returning from a leave of more than one year and teachers/licensed personnel who are laid off and have been recalled after the close of the school year, will be required to select a position for which they are certified during the first round.
- (e) Nothing contained herein shall prohibit some teacher/licensed personnel from vacating a recently acquired position in favor of another vacancy.
- (f) Once all teachers/licensed personnel required to select a position for which they are certified have secured a position for which they are certified during the Assignment Process, the Superintendent or his/her designee shall lift all restrictions for participation in the Assignment Process allowing for the voluntary transfer into the remaining vacant positions.
  - i. The Superintendent shall retain the right to invoke “Special Circumstances” as defined in Article IV; Section 7, subsection I.

8. The “Assignment Process” will be held on a mutually agreeable date after the close of school but prior to June 30 of each year.

9. Any teacher displaced from a class, grade, or schedule will have first choice to return to that class, grade, or schedule if and when same is reopened.

10. In the event that a vacancy should occur subsequent to the date of the “Assignment Process”, but prior to the first day of school, some teacher/licensed personnel may exercise his/her rights under Article IV, Sec.7, II,9, and Article IV.Sec.8.4 to return to a position from which he/she has been involuntarily transferred. Said teacher/licensed personnel will assume his/her position on the first day of the school year.

## **Section 8**

### **Priority For Transfer Procedures**

1. Teacher/licensed personnel returning from leave of absence for one year or less shall return to his/her position at the time of the granting of the leave of absence providing that the position has not been eliminated (Article VII, Sec. 14).

2. Involuntary transfers (Article IV, Sec 7, II, 1-6).

3. In-school movement by Principal and faculty (Article V, Sec. 5(b)).

4. A teacher displaced from a position, beginning with the 1979-1980 school year, may return to that position if it has been reopened (Article IV, Sec. 7, II, 9).

5. Selection from the “Assignment Process”: Included in the “Assignment Process” are all teachers/licensed personnel, including displaced teachers/licensed personnel, teachers/licensed personnel seeking voluntary transfers, teachers/licensed personnel returning from leaves of more than one year, and teachers/licensed personnel who were laid off and have been recalled after the close of the school year. The selection order

will be Citywide Seniority – the most senior teacher/licensed personnel first (Article IV, Sec. 3 and Sec. 7, II, 7).

## **Section 9 Total Teaching and/or Licensed Service**

When a certified/licensed personnel, whose “total teaching and/or licensed service” as defined in Article II, Section 7 is greater than his/her seniority for layoff and recall, must be removed from his/her current assignment prior to the close of school in June to secure a position for a certified/licensed personnel with greater seniority for layoff and recall, said certified/licensed personnel will be eligible to follow the procedure outlined in Article IV, Section 7, II, 2, 3, 7-10. During the first round of the “Assignment Process”, said teacher will be restricted to selecting a position in his/her second (third, etc.) area of certification/or licensure.

# **ARTICLE V WORKING CONDITIONS**

## **Section 1 School Year**

The school year shall end upon the completion of the 184<sup>th</sup> day of the school year. Four (4) days will be devoted to professional development, parent-teacher conferences, and/or faculty meetings. The student school year still remains the same at one hundred eighty (180) days of instruction. The scheduling of these professional development days shall be by mutual agreement of the parties.

## **Section 2 School Hours**

School hours for Pawtucket Schools will be as follows:

(a) Elementary Schools:

8:00 a.m. to 2:20 p.m. (Nathanael Greene & Curtis)

8:30 a.m. to 2:50 p.m. (Curvin-McCabe & Little)

9:00 a.m. to 3:20 p.m. (All others)

Elementary teachers and/or licensed personnel shall have a duty-free lunch period of twenty-five minutes wherein they will be free to leave the building. In the event the lunch program adopted by the School Committee on August 29, 1972 needs to be adjusted the above working conditions shall be recognized.

(b) Secondary Schools:

7:45 a.m. to 2:25 p.m. except for assignments or extra curricula and voluntary detention duties which shall run to 2:35 p.m.

The senior high schools will begin at 7:55 a.m. and end at 2:35 p.m.

(c) The above stated school day time schedules shall not be construed to mean the elimination of the existing after school activities.

(d) Certified/licensed personnel may leave at the end of the school instructional time on the day before a holiday.

(e) The starting and closing hours in Section 2(a) & 2(b) above may be changed at the discretion of the Superintendent provided the length of the school day is not increased.

(f) Certified/licensed personnel will be required to be available for three evening school-sponsored functions or events per year for two hours. Parent-teacher Conferences, Open Houses, Teacher Receptions, Orientation Nights, Gifted Nights, Science Fairs, Art Festivals, and Music Festivals shall constitute the functions that will fulfill the attendance requirements. The Principal at the elementary level will designate the two Parent-teacher Conferences which all elementary certified licensed personnel will be required to attend. The certified/licensed personnel may select the other function or event which will fulfill the attendance requirement. The Principal at the secondary level will designate two evening events, of which two will be the Open House, Graduation and Honors Night. Certified/licensed personnel may

select the other remaining functions or event which will fulfill the attendance requirement. The Principal of the school prior to holding evening functions or events will give teachers a thirty (30) day notice. Police security will be provided when and where necessary. A certified/licensed personnel who has a conflict with another scheduled commitment or has another reason for non-attendance may be excused upon application to and at the discretion of the Superintendent.

1. In addition to the above requirements, certified/licensed personnel are also required to be available for four (4) one (1) hour meetings. Said meetings shall take place after the students are dismissed for the day. A joint agenda will be prepared by the administration and faculty; the meeting will commence immediately following the end of the school day; the agenda for the meeting will be given to the Alliance President seven (7) days prior to the meeting; building representatives and the principal shall agree upon the meeting dates subject to the approval of the Alliance President and the Superintendent of Schools. All after-school programs shall be cancelled on the day of the meeting.
2. Notice of the above-referenced meetings shall be given at the beginning of the school year. In the event that a meeting date needs to be rescheduled, thirty (30) days' notice shall be given of the new date. In no event shall a meeting be held with less than thirty (30) days' notice.

### **Section 3**

#### **Class Size**

The parties agree that the class size shall be for Grades K-3, no more than 23 pupils and for Grades 4-12, no more than 28 pupils.

(a) If any of the aforementioned maxims are exceeded, teachers shall be compensated for each additional student beyond 23/28 by determining the teacher's total annual salary and dividing it by the number of pupils the teacher should have had (23/28) in

accordance with the above and multiply that result by the actual number of students enrolled in the teacher's class(es).

Effective with the 2003-2004 school year, the amount of overage at the elementary level shall be  $1/25^{\text{th}}$  for each additional student, not  $1/23^{\text{rd}}$  or  $1/28^{\text{th}}$ .

(b) Class size shall either be determined by the register or the class lists.

(c) In the secondary schools, each class shall be computed as  $1/(\text{the number of class periods per day})$ .

(d) The computations for the overages shall be kept in an official record and payments for said overages shall be paid to the teacher within 30 days following the end of each trimester.

(e) The maximum class size for Study Halls shall be thirty-seven (37), contingent upon the School Committee implementing an "In-house Suspension Program" at both Shea and Tolman High Schools. Study halls with more than 28 students shall be held in the auditorium and/or the cafeteria.

Regarding classes requiring specific student stations, such as, shops, typing rooms, laboratories, etc., it is a highly desirable objective of the School Committee not to exceed in number of pupils the number of student stations available.

(f) The School Committee shall limit caseloads for speech-language pathologists, occupational therapists, occupational therapist assistants, physical therapists, and physical therapist assistants to no more than sixty (60) students. If the caseload maximum is exceeded for any individual in these classifications, that individual shall receive a stipend of  $1/60^{\text{th}}$  of his/her annual salary per each student over the sixty (60) student maximum for the duration of the rostered overage.

## **Section 4**

### **Preparation Period**

(a) Secondary certified/licensed personnel will have a preparation period each day during which time they will not be assigned to other duties.

(b) Exceptions to this provision will be made only if it is necessary to do so in the interests of the educational process. This will be done by rotating all qualified personnel in each school from a roster maintained for this purpose.

(c) Elementary teachers shall be released from class conducted by special subject teachers. Upon release the teacher will have a preparation period during which time they will not be assigned to other duties except in an emergency. In the event that a special subject teacher is not physically present, the regular classroom teacher shall not be released.

(d) Certified/licensed personnel shall be permitted to leave the school premises during a preparation period for emergency situations with the permission of the Principal.

(e) Itinerant teachers are to be assigned so that every reasonable effort will be made to ensure that within all grades there will be a relatively equal amount of time spent by the specialist.

(f) Every effort is to be made to have the teacher's homeroom as close as possible to the teaching room.

(g) The Alliance and the School Committee agree that every elementary teacher and/or licensed personnel will have a preparation period each day consisting of not less than forty (40) minutes during which time they will not be assigned to other duties. One additional period of not less than forty (40) minutes per week shall be scheduled for each elementary classroom teacher for the purpose of grade level planning, Professional Learning Community planning, and/or common planning time.

(h) Each High School Department Chairperson will be assigned one (1) daily preparation period. Each High School Department Chairperson will be assigned two (2) Department Chairperson

periods each week. Department Chairpersons shall not be assigned a “duty” period within the regular school schedule.

- i. The duties of the Department Chairperson shall be limited to the management of the department as specified by the Pawtucket School Department “Department Chairperson Job Description.”
- ii. Beginning with the 2017-2018 school year, a joint committee comprised of an equal number of Alliance members appointed by the Alliance President and Administrators appointed by the Superintendent of Schools shall be created to review and revise the Department Chairperson Job Description annually.
- iii. The Chairperson of each department shall serve in his/her capacity for the duration of five (5) consecutive school years unless the certified/licensed personnel voluntarily vacates the position. At the close of those five (5) consecutive school years, the Department Chairperson Job Description shall be posted internally. Any certified/licensed personnel shall be permitted to apply for vacant department chairperson positions.

## **Section 5**

### **Certified/Licensed Personnel Schedules**

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

(b) Program preference requests for subject and/or grade shall be distributed to all secondary teachers. After students have submitted course requests and the first tally has been printed and distributed to all certified personnel in each high school, program preference requests for subject and/or grade shall be distributed to all secondary senior high school teachers. Where it is administratively and educationally advisable and feasible, program preferences will be honored on the basis of seniority.

(c) In secondary schools (except for the Jacqueline M. Walsh School—see section (g) below), without participation of the Alliance, no more than three (3) subjects may be assigned.

(d) Certified/licensed personnel will be notified of a change in his/her program for the following year, notice is to be given on or before June 15, except where events preclude such notice.

(e) When a full-time position in an elementary school (such as kindergarten) is reduced to half day, the least senior teacher in that grade/position in that building shall be the one to assume the half day schedule. This does not apply to itinerants.

(f) On an annual basis, the Superintendent will have determined the special education needs within each building within the District. Once needs have been defined within each building, individual schedules will be developed with a list from the particular building being provided to each special educator within each building each year for schedule selection. “Special educator” is defined for purposes of this section as those teachers currently holding a special education position in the building. Other special education personnel that may exist in a building not included in this schedule selection process are Speech Therapists, School Psychologists, Social Workers, Occupational Therapists, Physical Therapists, Diagnostic Prescriptive Teachers, Severe/Profound and Preschool Teachers.

Where it is administratively and educationally advisable and feasible, program preference will be honored on the basis of seniority. Should any positions remain unfilled and/or open, appropriate provisions of the contract will be honored. Should there be fewer positions available than special educators, the special educator will be considered involuntarily transferred and therefore exercise his/her rights under the contract as currently defined in Article IV, Section 7.

(g) At the Jacqueline M. Walsh school, upon determination of enrollment needs and with the direct participation of the Alliance, no more than four (4) subjects may be assigned.

## **Section 6 Advisories**

In assigning advisories, every effort shall be made to locate a teacher's advisory classroom as near as possible to the teacher's teaching classroom.

## **Section 7 Elementary Teachers With Double Grades**

Any teacher assigned to a classroom with two (2) grades will be considered as a teacher of only one (1) grade for purposes of system-wide seniority, involuntary transfer and/or increase in the number of classes in his/her designated grade. The grade level of a teacher who instructs two (2) grade levels in one (1) class shall be that grade level (of the two assigned grades) which has the largest number of students enrolled in September through April 30. If involuntary transfers occur subsequent to the close of school in June, the existing class list shall be used to identify the grade level designation for the affected teacher.

## **Section 8 Secondary Teachers Teaching In Two Or More Areas Of Certification**

For purposes of involuntary transfer, a teacher shall be considered a member of the department to which he/she has the highest percentage of classes in his/her teaching schedule. Should the percentage of classes be the same in two or more departments, the teacher shall select the department to which he/she shall be a member.

## **Section 9 Multi Teaching Assignments**

For certified/licensed personnel who may be assigned to service two (2) or more schools, that certified/licensed personnel's home base school for the purpose of this article shall be the school in which he/she spends the greatest percentage of assigned time during the week. Should the percentage of the assigned time be

the same in two (2) or more schools, the certified/licensed personnel shall select the home base school. This selection shall be made by the twentieth (20<sup>th</sup>) school day and shall be in effect until a change of assignment occurs.

## **Section 10 School Calendar**

The Superintendent and a delegate of the Alliance shall jointly construct the school calendar for consideration by the School Committee.

## **Section 11 Discipline Code**

A joint committee of administrators and an equal number of certified/licensed personnel, the latter appointed by the Alliance, shall be constituted to study, evaluate, and review the Discipline Code (including, but not limited to Pawtucket School Committee policies outlined in section J "Students" of the Policy Manual for the Pawtucket School Committee) so that upon its being redrafted, it differs in the primary grades from that applicable to the higher grades in the elementary schools and that the differentiation continue at both junior high and at the senior high school levels, following which recommendations are to be submitted to the Parties. The School Committee agrees to provide a safe and healthy environment conducive to learning. The Pawtucket School Committee's Student Policies and Disciplinary Procedures shall be followed in the disposition of all disciplinary matters. The Code shall be consistently enforced by the Principal or his/her designee.

## **Section 12 Assault and Battery**

If a certified/licensed person should be disabled from performing his/her duties as a result of assault and battery sustained in the course of employment without fault on the part of the certified/licensed person, he/she shall be granted his/her pay reduced by the cash sickness payments and earnings from non-teacher employment up to a maximum of ninety (90) days during

the period of such disability; and he/she shall be reimbursed for reasonable medical and hospital benefits not covered by Blue Cross and/or insurance up to a maximum of \$5,000. Such leave shall be subject to verification through medical reports and medical examinations at the request of the Superintendent.

### **Section 13 School Nurses**

The school committee agrees to employ one (1) certified school licensed nursing professional at each Pawtucket School Department school building.

### **Section 14 Vision Screening**

Vision screening of pupils shall be done by school nurses.

### **Section 15 Report Cards**

Starting in September, 1994, and as needed thereafter, a joint committee of administrators, teachers and parents shall be established to evaluate the report card system.

### **Section 16 Class Coverage**

The School Committee shall make every reasonable effort to hire a per diem substitute teacher whenever a regular teacher is absent.

#### **Elementary Teachers**

If an elementary teacher loses his/her preparation period the school committee shall make up that lost preparation period either by hiring a substitute to give the teacher an additional preparation period or pay the teacher who lost his/her preparation period the prorated percentage of the per diem, certified substitute pay. If the school committee chooses to hire a substitute to give the classroom teachers a make-up preparation period, in all cases that time must be made up within one (1) month of the lost preparation

period. For preparation periods lost during the month of June, payment shall be made no later than the final pay period of the school year.

### **Elementary Schools**

If the Committee is unable to obtain a substitute teacher, the absent teacher's class shall be equally distributed among other teachers in the school. The Committee shall pay the teachers who covered the absent teacher's class at a fractional rate to be computed on the prevailing, per diem, certified substitute rate.

### **Junior/Senior High Schools**

If the Committee is unable to obtain a substitute teacher, the Principal shall utilize teachers in his/her school according to the following procedure: The Principal shall establish in September a roster of teachers who volunteer to cover classes during their unassigned time. When the principal assigns a teacher from the roster of volunteers, he/she shall do so on a fair, equitable, and rotating basis. If for any reason, there is an insufficient number of teachers on the roster of volunteers to cover the assignments of absent teachers, the principal shall utilize teachers during their unassigned time on a rotating basis. When a teacher covers for an absent teacher, during their unassigned time, the teacher covering the assignment shall be paid equal to 1/5, at the secondary level of the prevailing, per diem, certified substitute rate.

In the elementary schools when an itinerant teacher is absent and the regular classroom teacher must cover the itinerant teacher's schedule, payment for the above need not be made if the slot unassigned time is made up to the teacher in accordance with current practice.

When students are assigned under the provisions of this section, they shall not be used for computing the enrollment overages under Article V, Section 3.

### **Time Payment**

Teachers entitled to paid coverage in accordance with the above shall be paid within 30 days after the end of each trimester. The

Principal of each school shall maintain a payroll record available for inspection by the Alliance.

## **Section 17 Mentoring**

In order to provide leadership to the Pawtucket School Department's Mentoring Program in the areas of planning, implementing and evaluating, a Mentor Planning Committee will be formed. This Committee will be comprised of an equal representative body from all levels of our educational system including support staff. This Committee will be jointly appointed by the Pawtucket School Department and the Pawtucket Teachers' Alliance.

Teachers and/or licensed personnel in their pre-tenure years of employment by the Pawtucket School Department will be required to participate in the Pawtucket School Department's Mentoring Program for a minimum of ten (10) hours annually.

Nothing contained herein shall waive or amend the Pawtucket School Committee's right to suspend, non-renew or dismiss a teacher in accordance with Chapter 13 of Title 16 of the Rhode Island General Laws.

## **Section 18 School Improvement Teams**

Each school shall have a School Improvement Team (SIT) in accordance with RI General Laws § 16-53.1-2. The SIT is intended to be representative of the school, of its families, of its students and of its community. The composition of the SIT shall be an equal number of certified/licensed personnel and parents plus the building administrator. One of the certified/licensed personnel shall be appointed by the President of the Pawtucket Teachers' Alliance. The SIT may by a two-thirds vote grant voting status to a member of the community.

The SIT shall function in accordance with RI General Laws § 16-53.1-3. There shall be no amendment and/or alteration of the collective bargaining agreement by these committees.

SIT meetings will be open to the school community/public. SIT agendas will be written, posted and made available forty-eight (48) hours in advance of meetings. Minutes will be kept, posted and distributed to the entire faculty.

## **Section 19 Curriculum Committee**

Pursuant to Pawtucket School Committee policy IJJ: Instruction; Selection of Instructional Materials, a joint committee of administrators and an equal number of teachers, the latter appointed by the Alliance, shall be constituted to study, develop, evaluate and review curriculum within the district of Pawtucket, Pre-K through 12 , including but not limited to: programmatic changes; textbook review/adoption; electronic/ program adoption/implementation.

Any changes that may take place as a result of this committee and/or school restructuring shall be discussed between the Pawtucket Teachers' Alliance and the Pawtucket School Department and mutually agreed to prior to change and or implementation.

## **Section 20 Extended School Year**

The school year for guidance counselors, including the department heads for guidance, shall begin five days before and shall end five days after the school year. The school year for department heads, other than the department head for guidance, shall begin three days before and shall end two days after the school year, and shall also include five mutually agreed upon days during the summer vacation. The school year for athletic directors shall include 15 mutually agreed upon additional days during the summer. The work year for District-wide Coordinators shall be determined according to the mutually agreed upon job description. These additional days shall be paid 1/184<sup>th</sup> of his/her annual salary.

## **Section 21**

### **Professional Development**

The parties will mutually develop a model and process for selecting, providing, and reviewing professional development within the district.

## **Section 22**

### **Fair Dismissal**

Certified/licensed personnel who are not subject to the provisions of Rhode Island General Laws §16-13-1 et. seq. (the “Tenure Act”) may only be dismissed or suspended for good and just cause. Nothing contained in this section shall limit and/or alter the rights of those certified/licensed personnel who are subject to the provisions of the Tenure Act.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

#### **Section 1**

##### **Definition**

A grievance shall mean a complaint by an employee that there is a violation, misinterpretation, or misapplication of the provisions of this agreement or that there is an unreasonable or arbitrary action contrary to established past practice. As used in this article, the term Employee shall mean either (a) an individual employee, (b) a group of employees having the same grievance, (c) the Alliance.

#### **Section 2**

##### **Procedure**

(a) A certified/licensed personnel and an Alliance representative (if the certified/licensed personnel so desires) shall first discuss the problem with the school official serving as his/her immediate supervisor (director or principal). If the certified/licensed

personnel does not wish to be represented by the Alliance, he/she may be accompanied by another certified/licensed personnel of his/her own choice provided that such teacher is not an officer, agent, or representative of any other certified/licensed personnel organization.

If the matter is not satisfactorily adjusted within two (2) school days the certified/licensed personnel shall submit it in writing within five (5) school days to such immediate supervisor above for a satisfactory adjustment.

(b) Such immediate supervisor may request a meeting with the certified/licensed personnel and an Alliance representative (if the certified/licensed personnel so desires) prior to making his/her decision, but in any event, must render his/her decision within five (5) school days of the submission to him/her by the certified/licensed personnel. Upon request, such decision shall be in writing with copies to the certified/licensed personnel and the Alliance.

(c) Failing satisfactory settlement within such time limit the aggrieved certified/licensed personnel may, within five (5) school days, appeal in writing to the Superintendent or his/her designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above and the grounds upon which the appeal is based.

(d) The Superintendent and/or his/her representative shall meet with the certified/licensed personnel and an Alliance representative (if requested by the certified/licensed personnel) within ten (10) school days of the receipt by him/her of such appeal, and shall give his/her decision in writing to the certified/licensed personnel and the Alliance within ten (10) school days of such meeting.

(e) Failing satisfactory settlement at Section (d), the aggrieved may appeal to the Pawtucket School Committee. The Committee shall hold a hearing within ten (10) days of the receipt of such appeal and shall render a decision in writing to the aggrieved and to the Alliance within ten (10) days of such hearing.

### **Section 3**

#### **Arbitration**

(a) In the event that a grievance as defined in Section 1 above shall not have been settled under the Procedures in Section 2, of a, b, c, d, e, above, either party may request that such dispute or difference be referred to the American Arbitration Association for arbitration in accordance with the administrative procedures, practices and rules.

(b) Notice of intention to request submission to arbitration under section (a) above must be in writing addressed to the Superintendent of Schools, and submission to the Arbitration Association must be made not later than ten (10) school days following the decision of the School Committee under Section 2, part (e) above (or the expiration of the time limits for making such decision whichever shall first occur).

(c) The arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. The decision of the Arbitrator shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law. Fees and expenses of the arbitrator shall be borne equally by both parties.

### **Section 4**

#### **General Provisions**

(a) Any grievance, as defined in Section 1 above, not presented for disposition through the grievance procedure described under Section 2 above within ten (10) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this Agreement.

Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved and the Alliance. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent and the Alliance.

(b) Meetings held under this procedure shall be conducted at such time and place as will afford a fair and reasonable opportunity for all proper persons to be present.

(c) Grievances arising from the action of an official other than the Supervisor, Director, or Principal may be initiated with the Superintendent or his/her designated representative as set forth in Section 2 (d) above.

(d) The Alliance shall have the right to initiate a grievance or appeal from the disposition of a grievance of a certified/licensed personnel or a group of certified/licensed personnel after Section 2 (e) of this procedure.

## **ARTICLE VII AUTHORIZED LEAVES**

### **Section 1 (A) Definition**

Sick leave with full pay shall be allowed for the following causes:

(a) Personal illness as distinct from cases of fatigue or mere indisposition.

(b) Quarantine or exposure to contagious disease which may endanger the health of pupils or other personnel.

(c) Serious illness of a member of the immediate family living in the same household.

(d) Critical illness of a member of the immediate family not living in the same household, such leave not to exceed five (5) days.

(e) The immediate family shall be considered to include: Spouse, domestic partner, son, daughter, father/stepfather, mother/stepmother, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or other persons in the immediate household.

(f) Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities, and shall be treated as such under the sick leave provisions of this contract. Written notice must be given to the Superintendent at least thirty (30) days prior to the start of the leave. The period of disability shall normally end six (6) weeks after the birth of the child unless it is determined by the certified/licensed personnel's physician that she is unable to return to work.

(g) Medical certification shall be required after five (5) consecutive school days' absence for any of the foregoing causes. The Alliance will sit down with the Superintendent to devise some means to combat frequent absenteeism.

(h) Any certified/licensed personnel who works less than a half day shall lose a half day's sick leave.

## **(B) Cumulative Days**

Annually, on the effective date of this Contract each certified/licensed personnel shall be credited with thirteen (13) days sick leave plus such leave as he/she has accumulated since September 1953, to a total maximum of 165 days. Days in excess of 150 without limitation will be accumulated for termination compensation as noted in Article VIII. Leave for the current year shall be considered as distinct from accumulated leave. Leave for the current year shall be called current. Accumulated leave shall be called the bank and any calculations of leave shall be deducted first from the current and then from the bank.

## **Section 2 Bereavement**

Bereavement leave shall consist of seven (7) consecutive calendar days in the event of death in the immediate family by blood or marriage. The immediate family shall be defined as: Spouse, domestic partner, son, daughter, father/stepfather, mother/stepmother, sister, brother, father-in-law, mother-in-law, grandparent, grandchild, or other persons in the immediate household. The first calendar day shall be the day following the

death in the immediate family, unless said death interrupts the school day.

### **Section 3 Attending Funerals**

- a.) Certified/licensed personnel shall be granted one (1) day funeral leave without loss of pay in the event of death of a relative by blood or marriage (i.e. aunt, uncle, niece, nephew, cousin).
- b.) Upon advanced request and at the discretion of the Superintendent of Schools, certified/licensed personnel may be granted one (1) day funeral leave without loss of pay to attend the funeral of a close friend.
- c.) Notification of aforementioned absences shall be made no later than one (1) day prior to the day of the leave, unless unusual circumstances exist.
- d.) In cases of undue hardship and at the discretion of the Superintendent of Schools, such leave may be extended up to five (5) consecutive calendar days.

### **Section 4 Personal Business**

The Superintendent at his/her discretion may, on advance application, grant certified/licensed personnel leave with pay for up to four (4) days for personal reasons. Unused personal days shall be converted to sick days at the end of each year, or applied to the Termination Bank, if appropriate to do so.

No more than two (2) school days may be taken consecutively during the year. Certified/Licensed personnel shall request personal leave dates as far in advance as possible but not less than a two-day notice, except in an emergency. In no case shall personal days be granted within the first two weeks or last two weeks of the school year, except in cases of extreme emergency. Certified/licensed personnel shall not be required to state the reason for personal leave unless notice was not appropriately provided.

## **Section 5**

### **Professional Development Leave**

Beginning with the 2021-2022 school year, Certified/licensed personnel shall be granted leave with pay for up to two (2) days for professional development activities. Professional development leave dates shall be requested as far in advance as possible but with not less than five school-days' notice. Certification of attendance at and/or participation in above mentioned professional development activities shall be provided to the Pawtucket School Department within one (1) month of the professional development activity.

## **Section 6**

### **Maternity Leave**

Any woman employed as certified/licensed personnel in the Pawtucket public schools shall be granted a leave of absence without pay for maternity upon request. Written notice of the approach of maternity must be given by the certified/licensed personnel at least five (5) months before the expected birth of the child. Written request for leave must be given by the certified/licensed personnel at least thirty (30) days prior to the start of leave. The maternity leave including the related sick leave may extend up to one and one quarter (1 ¼) years (five (5) marking periods maximum) from the beginning of said leave or for a shorter period of time at the discretion of the Superintendent. A maternity leave shall expire at the end of the period of compulsory absence, and if request either for return from leave or for an extension of leave, as hereinafter provided, is not received by the Superintendent before the expiration date, the certified/licensed personnel shall be deemed to have resigned. The Superintendent may extend the leave beyond the period of required absence for a further period not exceeding one and a quarter (1 ¼) years (five (5) marking periods maximum) the certified/licensed personnel will have the right to return to her original position unless it has been discontinued. Nothing herein contained will limit or restrict in any manner the right of the School Committee to refuse to renew a non-tenured teacher's contract as provided by State Law.

## **Section 7 Government Tests**

Each certified/licensed personnel shall be granted his/her regular salary without loss of pay when required to be in attendance for a selective service examination, or other tests required by the US Government, whenever the Superintendent shall determine that his/her attendance is required during teaching hours.

## **Section 8 Military Leave**

(a) Each certified/licensed personnel shall be granted twenty (20) days leave at full pay for compulsory Reserve or National Guard duty during the school year, less any amount received for such service, provided however, that the tour of duty, if optional, shall be completed during the summer recess period.

(b) Certified/licensed personnel on long term leave (example – six (6) months) shall retain seniority.

(c) Any certified/licensed personnel whose career is interrupted by a military commitment may upon return to employment in the Pawtucket School Department be placed on the salary scale in the same position he/she would have had if his/her service had not been interrupted, provided that the length of his/her absence has not been extended by voluntary action on his/her part.

## **Section 9 Isolation**

There shall be no loss of salary or sick leave allowance in any single case where certified/licensed personnel is subject to isolation by order of the Board of Health for reasons other than personal illness of the certified/licensed personnel. This section shall apply for five (5) school days only, after which such absence will be charged to sick leave. Absence under this provision must be supported by a certificate from the Department of Health.

## **Section 10 Visiting Schools**

It shall continue to be the policy of the School Committee to grant leaves with pay, at the discretion of the Superintendent, for the purpose of visiting such schools as may be selected by the Superintendent.

## **Section 11 Court Leave**

When any regular certified/licensed personnel is on jury duty or is summoned to court in connection with public school affairs or in connection with cases in which the personal interests of that certified/licensed personnel are not involved, said certified/licensed personnel shall receive that part of his/her salary that exceeds his/her pay for court service.

## **Section 12 Parental Leave**

A leave of absence for one (1) year without pay will be granted for the purpose of caring for a sick member of the certified/licensed personnel's immediate family. "Immediate family" as used in this section is that which is defined in Article VII Sec.1 (A)(e). This option may be taken only once. Any additional request will be at the sole discretion of the Superintendent. Application for this leave will be made by July 15 annually, and will be effective for the school year (September-June) only. In cases of emergency, application may be made after July 15, and will be at the discretion of the Superintendent.

## **Section 13 Personal Leave**

Certified/licensed personnel shall be granted a one (1) year leave of absence without pay upon request to the Superintendent. This option may be taken only once. Any additional request will be at the sole discretion of the Superintendent. Application for this leave will be made by July 15 annually, and will be effective for a

school year (September-June) only. In cases of emergency, application may be made after July 15, and will be at the discretion of the Superintendent.

#### **Section 14 Adoption Leave**

Any certified/licensed personnel in the Pawtucket Schools shall be granted a one (1) year leave of absence for the purpose of adopting a child, without pay, upon request. An additional leave may be granted at the sole discretion of the Superintendent.

#### **Section 15 Return From Leave**

Any certified/licensed personnel who is granted a one (1) year leave of absence shall return to his/her position at the time of the granting of the leave provided his/her position has not been eliminated.

#### **Section 16 Federal Family And Medical Leave Act And Rhode Island Parental And Family Medical Leave Act**

The parties hereto agree that the provisions of the Federal Family and Medical Leave Act of 1993 ("FMLA") and/or the Rhode Island Parental And Family Medical Leave Act of 1987 ("RIPFMLA") and any and all amendments thereto enacted or hereafter shall be considered as an express provision of the within collective bargaining agreement and incorporated by reference as though reproduced in its/their entirety herein and that any and all disagreements, disputes and/or grievances between the parties with respect thereto shall be subject to and/or resolved by application and/or utilization of Article VI entitled "Grievance Procedure" granting to the arbitrator specifically the jurisdiction and/or authorization to hear, determine and/or decide any such disagreement, dispute and/or grievance and the application thereto of "FMLA" and/or "RIPFMLA", shall be permitted to return to his/her employment at any time consistent with the terms and requirements of said act and/or acts.

With respect to the seniority and its application, consistent with the terms of said act and/or acts and the past practice of the parties, in this regard, the parties agree:

1. For purposes of transfer, seniority shall accrue on the basis of one day's seniority or portion thereof for each day of teaching service within the Pawtucket School System for which certified/licensed personnel is paid.
2. For all other purposes including but not limited to layoff and/or recall seniority shall commence and accrue from one's initial date of hire by the Pawtucket School Department (i.e.) for layoff purposes the first in shall be the last out and for recall purposes the last out shall be the first in.
3. Seniority shall continue to accrue during paid leave, regardless of whether or not such paid leave is guaranteed by the "FMLA" and/or "RIPFMLA".

This section, unless modified and/or amended by an express provision of the parties Collective Bargaining Agreement and/or any past practice with respect thereto, shall be interpreted consistently with the definitions and/or provision contained in the "FMLA" and/or "RIPFMLA".

## **Section 17**

### **Sick Leave Bank**

Any certified/licensed personnel who wishes to do so may contribute one (1) sick day to establish a sick leave bank. Days contributed to the bank by certified/licensed personnel in the Pawtucket School System shall be considered cumulative and non-returnable, and will remain in the bank as long as the said bank continues to operate. A committee formed by the Teachers' Alliance will determine the policy, procedures and guidelines for the certified/licensed personnel's Sick Leave Bank prior to September 1, 2000. A method will be determined by the above stated committee to maintain sufficient days in the bank. The decisions of this committee shall be final and non-grievable under Article VI.

It is to be understood that the purpose of this bank is to provide extra sick days to those members suffering from a catastrophic and/or long-term serious illness, but only after they have exhausted all of their own yearly and accumulated sick leave.

In order for a member to be eligible to draw from the bank, the certified/licensed personnel must be a contributing member of the bank at the beginning of the school year.

**(By-Laws – Sick Leave Bank – See Appendix A)**

## **ARTICLE VIII MONETARY COMPENSATION**

### **Section 1 Salary Schedule**

1. Effective September 1, 2020, the salary schedule shall be established pursuant to Appendix B.
2. Effective September 1, 2021, the salary schedule shall be established pursuant to Appendix C.
3. Effective September 1, 2022, the salary schedule shall be established pursuant to Appendix D.
4. The extra salary increment of \$400 which is paid to special education teachers shall not be paid to any teacher whose employment as a special education teacher in the Pawtucket School Department commences after August 1, 1978.
5. Any certified/licensed personnel who was employed by the Pawtucket School Department in the 1991-1992 school year and who lost a step as a result of the contract then in place and who has not attained or will not attain the tenth (10<sup>th</sup>) step as of the 1995-1996 school year shall, on the first day of the second year of this contract, be advanced one (1) extra step. Any teacher who was employed by the Pawtucket School Department during the 1991-1992 school year and who lost a step as a result of the contract then in place, and who has attained or will attain the tenth

(10<sup>th</sup>) step as of the 1995-1996 school year, shall receive severance payment of one thousand (\$1000) dollars to be paid when the individual leaves the employment of the Pawtucket School Department. Every teacher so affected shall be notified in writing and a copy placed in his/her personnel file with respect to the above. Nothing herein contained shall result in the pyramiding of and/or duplicating of wage step increases addressed herein.

## **Section 2 Retirement Pay**

Certified/licensed personnel who has been in the Pawtucket School Department for fifteen (15) years or more and is eligible to retire under the Rhode Island Teachers' Retirement System shall be entitled to retirement pay of two thousand (\$2,000) dollars.

## **Section 3 Termination And Compensation For Accumulated Sick Leave**

Upon termination, a certified/licensed personnel will receive compensation for fifty (50%) percent of the per diem substitute rate for each day accumulated in the termination bank. The termination bank of each certified/licensed personnel will accumulate as follows; any sick days in excess of 150 days on July 1 of each year shall be credited towards the individual's termination bank (Article VII, Sec. 1B). This section becomes effective on September 1, 1985, (not retroactive) and if accumulated sick leave is exhausted, the individual cannot draw from termination bank days.

## **Section 4 Longevity Pay**

A certified/licensed personnel who has been in the Pawtucket School Department for fifteen (15) years or more shall be entitled to longevity pay according to the following schedules:

Years	2020-2021	2021-2022	2022-2022
15-19 years	579	600	600
20-24 years	1,389	1,400	1,400
25+ years	2,315	2,400	2,400

## **Section 5 Pay Periods**

(a) The pay period under this contract shall be for the school year. Certified/licensed personnel shall be paid for each day a portion of his/her annual salary measured by a fraction, the numerator of which is one, and the denominator of which is 184 days.

(b) Certified/licensed personnel will receive their paychecks every other Friday commencing the second Friday of the school year, and each check shall cover the working period ending on that Friday except that on the last day of the school year the certified/licensed personnel will be paid all of the unpaid balance of his/her annual salary.

(c) Subject to the above method of determining the daily rate of pay and pay periods, certified/licensed personnel will receive their biweekly checks in equal amounts. Should overpayment result, a reimbursement shall be made to the School Department.

## **Section 6 State And Federal Grants**

All salaries specified in Section 1 and 2 hereof shall include any and all state and federal grants to certified/licensed personnel as of the effective date of this contract. The maintenance, however, of all said salaries shall be independent of the continuance of such grants and of all other forms of state or federal aid during the life of this contract.

**Section 7**  
**Prior Experience And Special Skills**

The Committee shall fix the initial salary rate of any certified/licensed personnel employed after September 1, 1976, giving consideration to previous experience and special skills; provided, however, that such salary rate shall not be less than the minimum in this Article established.

**Section 8**  
**Travel Expense For Itinerant Certified/Licensed Personnel**

Travel expense for itinerant certified/licensed personnel will be as follows:

All certified/licensed personnel who are required to use their car to perform their duties shall receive a travel reimbursement at the IRS approved rate in effect as of March 1, of the preceding budget year. Mileage traveled between the individual's home and the first school assignment and the last school assignment shall not be considered in setting the mileage amount. Prior to September 1, 1994, a two (2) member committee, one of whom is appointed by the Superintendent and one by the Alliance, shall construct a "standard mileage chart" to be used on the mileage reimbursement calculations. Reimbursement shall be semiannually, after the 2<sup>nd</sup> and 4<sup>th</sup> quarters, upon properly submitted documentation of travel that has been received by the last day of the 2<sup>nd</sup> and 4<sup>th</sup> quarters.

**Section 9**  
**Health Care/Dental Care**

- (a) The School Committee shall provide all certified/licensed personnel with Medical and Dental insurance with benefits and coverage network equivalent to the benefits and coverages provided by the 100/80/250 Coinsurance Plan and the dental plan in effect at the time of the execution of this agreement. The summaries of these plans and their benefits for are appended to this agreement as Appendix J and incorporated herein by reference.

The Committee shall further continue to provide all health care, dental and/or prescription riders which were in effect at the time of the execution of this agreement.

- (b) The Committee shall provide family coverage to all certified/licensed personnel who are married, party to a civil union, have a domestic partner, have dependent children, and/or who are otherwise eligible.
- (c) Certified/Licensed personnel shall pay the following co-shares annually toward the cost of health care premiums:

2020-2021	2021-2022	2022-2023
19%	20%	20%

- (d) The School Committee agrees to make available to all certified licensed personnel on leave of absence all health and dental benefits available under this Contract at no cost to the Pawtucket School Department.
- (e) Effective October 31, 2003 no person covered by this agreement may join Classic Blue Cross as a Health Care Plan. Any person covered by Classic Blue Cross on that date may continue their coverage.
- (f) The School Committee may change health care/dental care plan providers only if each of the following criteria are met:
  - i. The new plan provider shall provide coverage for all pre-existing conditions covered under the previous plan of all certified/licensed personnel.
  - ii. The specific benefits and coverages afforded shall be at least equal to the benefits which are presently provided by the Committee.
  - iii. The extent of the choice of participating health and/or dental providers, including physicians, under any new plan shall not be substantially less than the choices available to the bargaining unit members under the plan(s) in effect at the time of the change.

- iv. All other aspects of the plan provided by the new health care/dental care plan provider must be at least substantially equivalent to the plan(s) in effect at the time of the change.
- (g) In the event that the School Committee seeks to change health care/dental care plan providers, it shall provide notice in writing, and all relevant documentation regarding benefits, coverages and coverage network afforded by the proposed new provider, to the Alliance, no later than ninety (90) days prior to the proposed effective date of the change. In the event that the Alliance does not believe that the proposed plan meets the criteria set forth above, it may demand arbitration by providing notice to the Committee in writing, no later than forty-five (45) days after receiving the notice of the proposed change. The arbitration shall be conducted pursuant to the expedited arbitration rules of the American Arbitration Association. The arbitrator selected shall have experience with health care issues and shall render a decision within thirty (30) days of the expedited hearing. No change to the health/dental providers shall be implemented until the arbitration process is complete and unless permitted by the arbitrator's award. Timelines regarding arbitration contained in this subsection may be enlarged by written agreement of the parties.
- (h) The School Committee agrees to a paid life insurance plan in the amount of \$50,000 for all certified/licensed personnel
- (i) Upon expiration of sick leave, the School Committee agrees to provide health and dental insurance and life insurance for certified/licensed personnel who are ill, until September 30<sup>th</sup> of the following school year. The extent of these benefits will be the same as that provided active certified/licensed personnel no on sick leave.
- (j) A certified/licensed personnel who has been in the Pawtucket School System for fifteen (15) years or more and is eligible to retire under the Rhode Island Teachers' Retirement System shall receive all

health and dental benefits afforded current employees. This benefit shall extend until the retired teacher is eligible for coverage under Medicare.

- (k) Effective with the 2009-2010 school year, Buy Back of medical coverage is optional for everyone. An active certified/licensed personnel who so chooses shall have the option of receiving payment in the amount of three thousand (\$3000) dollars in lieu of family medical/dental coverage, and one thousand, five hundred (\$1500) dollars in lieu of individual medical/dental coverage.

Payment will be made by the end of the months indicated in the following schedule:

Policy Period	Payment	School Year		
		2020-2021	2021-2022	2022-2023
Oct.-Dec.	1	Dec., 2020	Dec., 2021	Dec., 2022
Jan.-March	2	Mar., 2021	Mar., 2022	Mar., 2023
April-June	3	June, 2021	June, 2022	June, 2023
July-Sept.	4	Sept.,2021	Sept.,2022	Sept. 2023

Any change in family status (death, divorce, separation, etc.) of the certified/licensed personnel will result in reinstatement of coverage in accordance with the terms of the plan.

A Peer Assistance & Review Program (PAR) will be reviewed for consideration and possible implementation in the Pawtucket School Department. Should a Peer Assistance and Review program be implemented in the Pawtucket School Department, it may, with a thirty (30) day notice, be cancelled by either the Pawtucket School Department or the Pawtucket Teachers' Alliance.

Double family coverage is eliminated where two certified/licensed personnel are in a relationship which would qualify them for family health and dental coverage. In the event that the couple selects a single family plan, they shall receive the appropriate buy back for the certified/licensed member who does not carry the coverage. The couple shall also be permitted to elect two individual health plans, in lieu of a family plan.

## **Section 10 Extracurricular Activities**

(a) The School Committee shall be the sole judge of what, if any, extracurricular activities it will institute, continue or discontinue.

(b) Assignment to extracurricular activity positions shall be subject to annual reappointment by the School Committee on recommendation of the Superintendent.

## **Section 11 Compensation For Advanced Degrees**

(a) All certified/licensed personnel and heads of departments holding an earned Master's Degree shall receive an additional sum of \$2,600 per annum provided, however, that each certified/licensed personnel newly acquiring or expecting to acquire such a degree shall notify the Superintendent of Schools on or before the second day of January of such acquisition or expected acquisition.

(b) All certified/licensed personnel and heads of departments with Master's Equivalent, a Master's Equivalent defined as thirty six (36) hours approved graduate credits, eighteen (18) of which in the certified/licensed personnel's field, shall receive an additional sum of \$2,325 per annum.

(c) All certified/licensed personnel and heads of departments with thirty (30) hours of approved graduate study acquired after the date of issuance of the earned Master's Degree shall receive an additional sum of \$300 for a total of \$2,900 per annum.

(d) All certified/licensed personnel and heads of departments holding an earned Doctor's Degree shall receive an additional sum of \$500 beyond the Master's Plus 30 Hours for a total of \$3,400 per annum.

(e) All certified/licensed personnel and department heads holding National Board Certification shall receive an additional sum of \$5,000 in addition to other advanced degree increments.

## **Section 12 Supplementary Payment**

Any certified/licensed personnel who voluntarily works more than the 184 day school year, in the Extended School Year Program (ESY), shall be paid at the hourly rate of 45.00 per hour for the 2021-2022 school year. Beginning with the 2022-2023 school year, any certified/licensed personnel who voluntarily works more than the 184 day school year, in the Extended School Year Program (ESY), shall be paid at the hourly rate of \$50.00 per hour.. Any certified/licensed personnel who voluntarily work more than the 184 day school year, in programs other than the Extended School Year Program, including but not limited to work in the Summer School Program, shall be paid at the following hourly rates:

2020/2021: \$40.00    2021/2022: \$45.00    2022/2023: \$50.00

Any certified licensed personnel who is contractually obligated to work more than the 184 day school year shall be paid 1/184 of their annual salary for each additional day worked. These days of additional work (teaching, counseling, testing) shall not be counted toward seniority.

The Committee agrees that positions in supplemental summer programs requiring certified/licensed personnel (including but not limited to the Extended School Year Program and Summer School) shall first be made available to certified/licensed members of the Alliance.

### **Section 13**

#### **Physical Examinations**

The School Committee shall provide or pay for physical examinations which it rules or regulations may require of certified/licensed personnel.

### **Section 14**

#### **Orientation Day**

Except for new certified/licensed personnel, pro-rata compensation or compensatory time off will be granted to certified/licensed personnel who will be required by the School Committee to attend Orientation Day.

### **Section 15**

#### **In-Service Training Programs**

(a) If ten (10) or more certified/licensed personnel in a particular certification or ten (10) or more in a specific subject area, request in-service training to strengthen their specialty or concentration, the Committee will provide it at no cost to the certified/licensed personnel. In-service training means areas of subject matter, which directly benefit the school program. In-service training does not include tuition payments for courses taken at colleges or universities on a graduate or undergraduate level.

(b) Whenever possible, all courses will be held in the City of Pawtucket and offered at no cost to the certified/licensed personnel.

### **Section 16**

#### **On The Job Injury**

A certified/licensed personnel injured on the job shall be entitled to coverage under the Rhode Island Worker's Compensation Act. When eligibility for Worker's Compensation has been established for a certified/licensed personnel injured on the job, it is agreed that:

(a) During the period of total disability, and/or the period one is unable to perform his/her duties as a certified/licensed personnel, all health and life insurance programs will be provided.

(b) A certified/licensed personnel will retain his/her proper place on the certified/licensed personnel's salary scale.

(c) A certified/licensed personnel will have the right to return to his/her original position unless it has been discontinued or the certified/licensed personnel's absence exceed two (2) years.

(d) A certified/licensed personnel on Workers' Compensation will be paid through the school department's Workers' Compensation carrier. While on Workers' Compensation, the certified/licensed personnel shall receive thirty (30%) percent of their allocated pay period salary, established in accordance with Article VIII, Section 5(c), from the school department during such time as they have sick days available.

(e) While the certified/licensed personnel is on Workers' Compensation and receiving thirty (30%) percent of their pay period salary, the certified/licensed personnel shall be charged one-third (1/3rd) of a sick day for each working day.

(f) Upon return to work from Workers' Compensation, the district shall calculate the value of the sick days used at the employee's per-diem rate against the amount of their allocated salary paid during the certified/licensed personnel's period on Workers' Compensation and if the value of the sick days used exceed the amount paid to the employee, the district shall pay the employee the difference in value. If the amount paid exceeds the value of the sick days used, the district shall either reduce the amount of the following paycheck by the difference or charge the commensurate amount of sick days.

(g) Nothing herein contained shall result in the pyramiding or duplication of wages or benefits addressed herein.

(h) Unless and until amended and to the extent applicable, the parties hereto agree that they shall comply with the provisions of Rhode Island General Law 1956 9-1-1-31 which provides in pertinent part:

(d) “Any teacher \*\*\* absent from \*\*\* employment as a result of injury sustained during an assault upon such teacher \*\*\* that occurred while the teacher \*\*\* was discharging his or her duties within the scope of his or her employment \*\*\* shall continue to receive his or her full salary, while so absent, except that the amount of any workers’ compensation award may be deducted from his or her salary payments during such absence.”

(e) “A person \*\*\* injured in accordance with subdivision (d) \*\*\* who receives a disability therefrom, which renders them unable to fully perform their normal duties shall, if such disability continues for a period of one year, apply to the Rhode Island Employees Retirement System for appropriate benefits for which that person is entitled.”

## **Section 17**

### **Materials Reimbursement**

Each certified/licensed personnel covered by this agreement shall receive an annual stipend of three hundred (\$300) dollars for reimbursement of out-of-pocket school supply expenses. Reimbursement shall be by February 28 and June 30 of each year for certified/licensed personnel submitting a request with appropriate receipts/documentation by January 15 and May 15 of each year. A three (3) member committee, appointed by the Alliance, shall approve all reimbursements. The decisions of this committee shall not be arbitrable.

## **ARTICLE IX**

### **SCHOOL FACILITIES**

#### **Section 1**

##### **Work Area**

Whenever possible, each school shall be provided with a certified/licensed personnel work area which shall contain

adequate equipment and supplies to aid in the preparation of instructional materials.

## **Section 2 Certified/Licensed Personnel Lounge**

Whenever possible, each school shall be provided with an appropriately furnished room to be used as a faculty lounge.

## **Section 3 Union Meetings**

The Alliance shall be allowed the use of one room in the high school for Board of Directors' Meetings; the use of the high school auditorium for general meetings; and the use of one room in each elementary school for certified/licensed personnel meetings with the approval of the Superintendent. Any expense incurred in any elementary school for janitor services after 4:30 p.m. shall be borne by the Alliance.

## **Section 4 Mail Boxes**

The certified/licensed personnel mail boxes which the Superintendent shall have installed in all schools may be utilized by the Alliance for circulation of official Pawtucket Teacher Alliance, AFT, AFL-CIO, business. In addition, school department email accounts may be utilized by the Alliance for circulation of official Pawtucket Teachers' Alliance, AFT, AFL-CIO business.

## **Section 5 Official Circulars**

All official circulars or memos meant for certified/licensed personnel generally shall be forwarded to them via their School Department email address.

## **Section 6 Posting Assignments**

A copy of the current certified/licensed personnel assignments will be posted in each school.

## **Section 7 Textbooks And Supplies**

The School Committee shall make an effort to have textbooks and supplies available on the first day of school.

## **Section 8 Adequate Work Space**

The School Committee shall seek to provide speech/language pathologists, occupational therapists, occupational therapy assistants, physical therapists, physical therapist assistants and all other professionals with adequate and appropriate work space.

# **ARTICLE X Layoff and Recall**

## **Section 1: Layoff**

- a. Definition  
The term “Layoff” as used in this Article shall be defined as any act by the Committee to suspend, dismiss or otherwise separate a certified/ licensed personnel from employment for any reason other than performance based cause.
- b. In any circumstance in which it is necessary to Layoff certified/licensed personnel from their employment, the Layoffs shall be made in inverse order of the certified/licensed personnel’s employment (with the

certified/licensed personnel with the latest appointment date being laid off first as required by RI General Laws § 16-13-6).

## **Section 2: Recall**

- a. Any certified/licensed personnel who is Laid off for a reason other than performance based cause shall have the right to recall in order of employment (with the certified/licensed personnel with the earliest appointment date being recalled first as required by RI General Laws § 16-13-6 ).
- b. The right to recall extends to any certified/licensed vacancy in an area in which the Laid off certified/licensed personnel is certified/licensed.
- c. When the Committee intends to fill a position for which a Laid off certified/licensed person is eligible, the Superintendent shall notify said certified/licensed person by certified mail, return receipt requested, at the last known address. The certified/licensed person will notify the Superintendent in writing of his/her intent to accept or reject the position within a period of ten (10) calendar days after receipt of notification.
- d. If a notified certified/licensed person refuses to accept the position offered, or fails to respond to such notification within the above time limit, such certified/licensed person will lose all rights under this provision. The Superintendent will then notify the certified/licensed person with the next highest seniority in the area of certification of such vacancy and the same procedure will apply.

- e. Full time certified/licensed personnel shall not forfeit seniority by acceptance or refusal to accept recall to part time employment.
- f. Part time certified/licensed personnel shall not forfeit seniority by refusal to accept recall to employment requiring a lesser work load than was carried during their part time employment.
- g. A certified/licensed person may elect or reject recall to a position if the position which he/she is offered is for a shorter duration than the length of his or her original appointment.

## **ARTICLE XI PUBLICATION OF THIS AGREEMENT**

This Agreement shall be made available online at [www.psdri.net](http://www.psdri.net). Should the Alliance elect to print hard copies of this Agreement for the benefit of its members, it shall bear the cost of doing so.

## **ARTICLE XII SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

There will be no waiver or modification of any of the Agreements, Terms or Provisions contained in this Agreement by any member of the Alliance with the Committee.

The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.

The rights and benefits of teachers provided in this Agreement are in addition to those provided by the City of Pawtucket, State of Rhode Island, and Federal Laws, rules, ordinances or regulations, including, but not by way of limitation, all applicable tenure, pension and educational laws and regulations.

### **ARTICLE XIII MANAGEMENT RIGHTS**

Nothing in this contract shall deprive the School Committee of its responsibilities delegated to it by the laws of the State of Rhode Island.

### **ARTICLE XIV HOLD HARMLESS CLAUSE**

The parties agree that if the Alliance is sued as a result of certain clauses in the contract, specifically maternity and health insurance benefits for unmarried teachers, that the School Committee shall assume the defense and indemnify the Alliance for any legal action and/or judgments filed against them as a result of these clauses being included in the contract.

The parties agree that the Alliance shall not encourage any legal challenge to this clause and any action filed as a result of encouragement by the Alliance shall make this null and void.

The School Committee recognizes that this clause in no way limits or abridges the Union's right and responsibility to represent its members.

**ARTICLE XV  
DURATION AND REOPENING OF  
AGREEMENT**

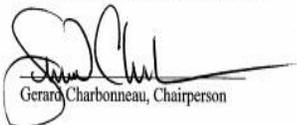
This Agreement shall become effective as of September 1, 2020 and shall continue in effect until August 31, 2023. Negotiations to affect a new contract shall begin not later than sixty (60) days after August 31, 2022. All Terms and conditions of the 2017-2020 Collective Bargaining Agreement, including language, benefits, and pay scales will remain in effect until a successor agreement is approved by the Pawtucket School Committee and the Pawtucket Teachers' Alliance.

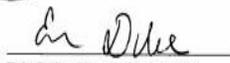
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IN WITNESS WHEREOF, the parties hereto have caused these presents and another instrument of like tenor and effect, to be executed on the part of the School Committee by the Chairperson and Members thereof, and on the part of the Alliance by the Chairperson and Members of its negotiating committee this 12<sup>th</sup> day of August, 2020.

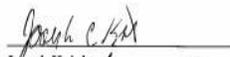
**THE SCHOOL COMMITTEE  
OF THE CITY OF PAWTUCKET**

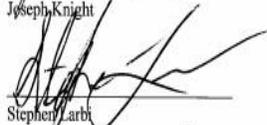
  
Gerard Charbonneau, Chairperson

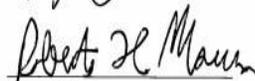
  
Erin Dube, Deputy Chairperson

  
Joanne Bonollo

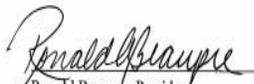
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Kimberly Grant

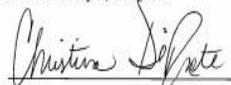
  
Joseph Knight

  
Stephen Carbi

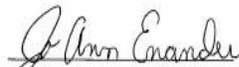
  
Roberto Moreno

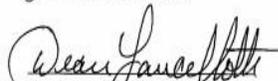
**THE PAWTUCKET TEACHERS'  
ALLIANCE  
LOCAL NO. 930, A.F.T., A.F.L.-C.I.O.**

  
Ronald Beupre, President

  
Christina DiPrete, Vice President - Secondary

  
Jodi Olivo, Vice President - Elementary

  
Ann Enander, Secretary

  
Dean Lancellotti, Treasurer

**APPENDIX A**  
**BY-LAWS – SICK LEAVE BANK**

**Organization Of Bank**

1. Any teacher and/or licensed personnel of Local #930 who wishes to do so may contribute one (1) of his/her sick days to a sick leave bank annually.
2. Days contributed to the bank by teachers and/or licensed personnel in the Pawtucket School System shall be considered cumulative and non-returnable, and will remain in the bank as long as the said bank continues to operate.
3. The sick bank will be replenished on an annual basis.
4. It is understood that any teacher and/or licensed personnel of Local #930 entering the Pawtucket School System in the future shall have the right to contribute to the Sick Leave Bank.

**Administration**

1. The sick leave bank shall be governed by a ten (10) member committee, nine (9) members appointed by the President representative of the members of Local 930. The President of Local 930, or his/her designee, will fill the tenth position on the Committee.
2. The members of the Committee shall serve for three (3) years and may be reappointed by the President.
3. The members of the Committee shall elect one of their own to serve as Chairperson for a period of three (3) years.
4. The Chairperson will maintain all records of the sick leave bank and shall present an accounting of the bank's operation to the general membership at an annual meeting.

## **Operation**

1. It is to be understood that the purpose of this sick leave bank is to provide extra sick days to those members suffering from a catastrophic and/or long term serious illness, but only after they have exhausted all of their own yearly and accumulated sick leave.
2. In order for a member to be eligible to draw from the Sick Leave Bank, he/she must be a contributing member of the Bank. Any teacher and/or licensed personnel in their first year of employment in the Pawtucket School Department, or those returning from catastrophic illness, will be exempt from contributing to the sick leave bank, but will be eligible to participate in the bank in the event of catastrophic illness.
3. Annually all teachers and/or licensed personnel will have the opportunity to contribute to the Sick Leave Bank. This will occur by the end of the first thirty (30) days of the school year.

## **Use of the Sick Leave Bank**

1. After a member has exhausted all of his/her own yearly and accumulated sick leave, he/she may apply to the Committee of the Sick Leave Bank for additional sick leave, to be drawn against the Bank.
  - a. Any application for use of the Sick Leave Bank must include the following:
    - i. A letter of request addressed to the Sick Bank Committee Chairperson including the last date of personal sick time.
    - ii. A narrative from the member's physician detailing the nature of the condition, the prognosis, the anticipated duration and date of return to work.
2. The Chairperson of the Committee shall call a meeting of the Committee to decide upon the merit of the request. If the Committee decides to award the requested leave, the award will be retroactive to the first day after which the member had exhausted his/her own sick leave. The member requesting this leave shall be informed in writing of the Committee's decision. The decision of the Committee is final and non-grievable.

3. Once the sick leave has been granted, the member may continue to draw against the Sick Leave Bank as long as he/she remains out of school.

4. If a school year ends and a member remains ill to the extent that he/she cannot return to work in September of the following year, he/she must submit a request for further sick days to the Committee.

5. Any teacher and/or licensed personnel drawing from the Sick Leave Bank will continue to receive all rights and privileges of the Collective Bargaining Agreement afforded all members of Local 930.

## APPENDIX B

### PAWTUCKET SCHOOL DEPARTMENT TEACHER SALARY SCALE

**2020-2021**

STEP	BACHELOR	MASTER EQUIV.	MASTER	MASTER +30	DOCTORATE
1	43,716	46,041	46,316	46,616	47,116
2	47,990	50,315	50,590	50,890	51,390
3	52,266	54,591	54,866	55,166	55,666
4	56,539	58,864	59,139	59,439	59,939
5	60,809	63,134	63,409	63,709	64,209
6	65,085	67,410	67,685	67,985	68,485
7	69,357	71,682	71,957	72,257	72,757
8	73,632	75,957	76,232	76,532	77,032
9	77,903	80,228	80,503	80,803	81,303
10	82,181	84,506	84,781	85,081	85,581
+15	82,760	85,085	85,360	85,660	86,160
+20	83,570	85,895	86,170	86,470	86,970
+25	84,496	86,821	87,096	87,396	87,896

### DEPARTMENT HEADS

PERIODS	RATES	AMOUNT
5-7	2%	1,644
8-17	4%	3,287
18-25	6%	4,931
+25	8%	6,575

An additional \$5,000 is added to a teacher's salary for attainment of National Board Certification. (Salaries listed above are based upon a school year totaling 184 days – 180 days of instruction and 4 professional days)

## APPENDIX C

### PAWTUCKET SCHOOL DEPARTMENT TEACHER SALARY SCALE

**2021-2022**

STEP	BACHELOR	MASTER EQUIV.	MASTER	MASTER +30	DOCTORATE
1	44,591	46,916	47,191	47,491	47,991
2	48,950	51,275	51,550	51,850	52,350
3	53,311	55,636	55,911	56,211	56,711
4	57,669	59,994	60,269	60,569	61,069
5	62,026	64,351	64,626	64,926	65,426
6	66,387	68,712	68,987	69,287	69,787
7	70,744	73,069	73,344	73,644	74,144
8	75,104	77,429	77,704	78,004	78,504
9	79,461	81,786	82,061	82,361	82,861
10	83,825	86,150	86,425	86,725	87,225
+15	84,425	86,750	87,025	87,325	87,825
+20	85,225	87,550	87,825	88,125	88,625
+25	86,225	88,550	88,825	89,125	89,625

### DEPARTMENT HEADS

PERIODS	RATES	AMOUNT
5-7	2%	1,677
8-17	4%	3,353
18-25	6%	5,030
+25	8%	6,706

An additional \$5,000 is added to a teacher's salary for attainment of National Board Certification. (Salaries listed above are based upon a school year totaling 184 days – 180 days of instruction and 4 professional days)

## APPENDIX D

### PAWTUCKET SCHOOL DEPARTMENT TEACHER SALARY SCALE

**2022-2023**

STEP	BACHELOR	MASTER EQUIV.	MASTER	MASTER +30	DOCTORATE
1	45,482	47,807	48,082	48,382	48,882
2	49,929	52,254	52,529	52,829	53,329
3	54,377	56,702	56,977	57,277	57,777
4	58,823	61,148	61,423	61,723	62,223
5	63,266	65,591	65,866	66,166	66,666
6	67,715	70,040	70,315	70,615	71,115
7	72,159	74,484	74,759	75,059	75,559
8	76,606	78,931	79,206	79,506	80,006
9	81,050	83,375	83,650	83,950	84,450
10	85,502	87,827	88,102	88,402	88,902
+15	86,102	88,427	88,702	89,002	89,502
+20	86,902	89,227	89,502	89,802	90,302
+25	87,902	90,227	90,502	90,802	91,302

### DEPARTMENT HEADS

PERIODS	RATES	AMOUNT
5-7	2%	1,710
8-17	4%	3,420
18-25	6%	5,130
+25	8%	6,840

An additional \$5,000 is added to a teacher's salary for attainment of National Board Certification. (Salaries listed above are based upon a school year totaling 184 days – 180 days of instruction and 4 professional days)

**APPENDIX E**

**PAWTUCKET SCHOOL DEPARTMENT  
SALARY SCALE FOR CERTIFIED  
OCCUPATIONAL THERAPY ASSISTANTS,  
PHYSICAL THERAPY ASSISTANTS AND  
REGISTERED NURSES**

**2020-2021**

<b>STEP</b>	<b>SALARY</b>
1	30,766
2	33,450
3	36,154
4	38,835
5	41,516
6	44,158
7	46,842
8	49,544
9	52,185
10	54,889
+15	55,468
+20	56,278
+25	57,204

(Salaries listed above are based upon a school year totaling 184 days – 180 days of instruction and 4 professional days)

**APPENDIX F**

**PAWTUCKET SCHOOL DEPARTMENT  
SALARY SCALE FOR CERTIFIED  
OCCUPATIONAL THERAPY ASSISTANTS,  
PHYSICAL THERAPY ASSISTANTS AND  
REGISTERED NURSES**

**2021-2022**

<b>STEP</b>	<b>SALARY</b>
1	31,382
2	34,119
3	36,877
4	39,612
5	42,346
6	45,041
7	47,779
8	50,535
9	53,229
10	55,987
+15	56,587
+20	57,387
+25	58,387

(Salaries listed above are based upon a school year totaling 184 days – 180 days of instruction and 4 professional days)

**APPENDIX G**

**PAWTUCKET SCHOOL DEPARTMENT  
SALARY SCALE FOR CERTIFIED  
OCCUPATIONAL THERAPY ASSISTANTS,  
PHYSICAL THERAPY ASSISTANTS AND  
REGISTERED NURSES**

**2022-2023**

<b>STEP</b>	<b>SALARY</b>
1	32,009
2	34,801
3	37,615
4	40,404
5	43,193
6	45,942
7	48,735
8	51,546
9	54,294
10	57,107
+15	57,707
+20	58,507
+25	59,507

(Salaries listed above are based upon a school year totaling 184 days – 180 days of instruction and 4 professional days)

## APPENDIX H

### EVALUATION APPEALS PROCESS

- (a) Contact the i3 Coordinator via email or written letter indicating the request to begin the Appeal Process within five (5) business days of signing the “Summative Rating Sheet.”
- (b) The i3 Coordinator shall acknowledge the request within five (5) business days from the receipt of said request.
- (c) Submit to the i3 Coordinator, within five (5) business days of the response:
  - Summative Rating Sheet.
  - A narrative detailing the reason for appeal, using language from the Evaluation Rubric.
  - A list of attempted remedies.
  - Self-review of evidence.
  - Conference notes.
    - i. Evaluator.
    - ii. Peer evaluator.
  - Signed permission for the District Evaluation Committee (DEC) to review entire evaluation data.
  - Acknowledgement that ratings may increase or decrease.
  - Acknowledgement that all evaluation evidence may be reexamined.

- (d) Results of the appeal shall be communicated in writing to the evaluatee within ten (10) business days or no later than the date on which the data must be submitted to the Rhode Island Department of Education, whichever is earlier.
  
- (e) When an appeal has been denied, in the event that the affected certified licensed personnel feels that he or she has been evaluated in a manner that deviates from the process established by the Rhode Island Innovation Evaluation and Support System and/or the provisions of Article III, Section 2 of the Contract, and that the outcome of the evaluation was affected, the certified licensed personnel shall have further recourse to the grievance procedure of Article VI of this Agreement. Substantive disagreements with the content and conclusions of a properly conducted evaluation, which may be addressed pursuant to the Appeal Process of this Appendix, shall be considered non-grievable and non-arbitrable.

**APPENDIX I**  
**HEALTH CARE SUMMARY**