

MASTER AGREEMENT
BETWEEN THE
CRANSTON SCHOOL COMMITTEE
AND THE
CRANSTON TEACHERS' ALLIANCE
LOCAL 1704, AFT

September 1, 2019
to
August 31, 2022

Equal Opportunity Employer

Cranston Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws. Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Title II & Title IX Coordinator of Employment 504 Coordinator

**Michael F. Crudale
Chief Human Resource Officer**

**Joseph Rotz
Executive Director of Educational
Programs and Services**

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CRANSTON SCHOOL COMMITTEE

Daniel Wall, Chairperson
Vincent Turchetta, Vice-Chairperson
Paul Archetto
Stephanie Culhane
Janice Ruggieri
Sara Tindall-Woodman
Michael Traficante

NEGOTIATIONS COMMITTEE

Jeannine Nota-Masse, Superintendent
Norma Cole, Assistant Superintendent
Joseph Balducci, Chief Financial Officer
Michael F. Crudale, Chief Human Resource Officer

CRANSTON TEACHERS' ALLIANCE OFFICERS LOCAL 1704, AFT

Lizbeth A. Larkin, President
John A. Santangelo, Vice President
Amy S. Misbin, Treasurer
Kathleen A. Torregrossa, Secretary

NEGOTIATIONS COMMITTEE

Stephen Blessington, CHSE
Ellen Dressler, Eden Park
Michael Karikas, Bain
Michelle Royal, CHSW
Deb Stravato, Peters
Theresa Vessella, Oaklawn
Adam Cloutier, Western Hills

**ARTICLE I
PREAMBLE**

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

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

**ARTICLE II
RECOGNITION**

The Committee recognizes the Alliance as the sole and exclusive statutory representative of certified classroom teachers, teachers of the homebound, speech and language pathologists, librarians, nurses, guidance counselors, reading consultants, department chairpersons, program supervisors, social workers and psychologists, occupational therapists, teachers of the hearing impaired, teachers of the vision impaired, teachers on special assignment, including such personnel who are on approved leave of absence but excluding per diem teachers.

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

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

**ARTICLE III
RIGHTS OF THE COMMITTEE**

There is reserved exclusively to the Committee all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of Rhode Island and of the United States, and by the Charter of the City of Cranston, excepting where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Committee retains the right to establish and enforce reasonable rules and personnel

policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with this Agreement.

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

ARTICLE IV RIGHTS OF THE ALLIANCE

A. The Committee agrees, upon written request of the Alliance, to release to said Alliance information available to the Committee concerning the financial resources of the district, tentative budgetary allocations, and such other pertinent, nonprivileged information as will assist the Alliance to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional employment for all teachers in the negotiating unit. It is further agreed that the Committee will have up to 30 school days to respond to such Alliance requests, and that the Committee may, at its option, fulfill such requests either by written response to the Alliance or by making pertinent records available to an Alliance representative in Committee offices. In case the Committee exercises the latter option, the Alliance representative may not remove any Committee record from the Committee's offices without the written consent of the Committee.

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

B. Use of School Facilities

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

The Committee agrees to permit the Alliance the use of one half of the bulletin board in each teachers' room for the purpose of posting official Alliance notices. The authorized Alliance representative of each building shall be responsible for the posting of all such notices and the content thereof. All notices, prior to posting, shall be signed by the

authorized Alliance representative of that building. Copies of all such material will be shown to the principal before his/her posting, but advance approval of the material will not be required.

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

3. Use of Telephones

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

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

D. Released Time

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

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

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

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

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

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

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

F. A copy of the School Committee policies will be available to the Alliance on the CPS website. Any new or updated School Committee policies will be emailed to the Alliance and all bargaining unit members within a reasonable period of time after adoption.

G. The Committee will provide a copy of any new or revised job description of a bargaining unit position to the Alliance for feedback prior to its adoption.

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

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

The Alliance shall notify the Administration whenever an Alliance officer election is scheduled.

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

J. At the discretion of the Alliance President, up to two members of the Alliance Executive Board shall each be granted a $1/5$ leave to work with the local Union. These teachers, in carrying out their duties on behalf of the Union, shall not disrupt the normal activities of the school. Salary and benefits shall be reduced in direct proportion to the reduction in teaching time. Said leaves shall be for the entire school year and shall be renewed or reinstated at the request of the President. Yearly notice of intent under this

Article must be communicated by the President to the School Department no later than June 1st for the succeeding school year. The teachers shall be guaranteed full time teaching positions comparable to those which they held prior to the commencement of said leave. Return to full schedules shall be limited to September of each school year.

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

- a. The duration of such a leave shall be for no more than two (2) calendar years.
- b. A teacher will be eligible for no more than two (2) such leaves under this section during his/her career in the Cranston Public School System. Such leaves may be successive.
- c. Return from such leave will be allowed only at the beginning of the school year or the fourth Monday of January, which ever follows the expiration of the leave.

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

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

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

ARTICLE V NEGOTIATION PROCEDURE

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

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

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

ARTICLE VI GRIEVANCE PROCEDURE

A. Definitions

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

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

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

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

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

B. Purpose

The Purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise, affecting the

welfare or working conditions of teachers. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. General Procedure

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

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

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

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

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

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

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

D. Initiation and Processing

1. Level One

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

2. Level Two

- a. Any teacher may present a grievance within twenty (20) days following the act or condition which is the basis of his/her complaint, to the Chief Human Resource Officer or his/her designee. Information copies of the grievance shall be sent by the teacher to the representative of the Alliance, and to the Superintendent. The hearing on such grievance shall be held by the Chief Human Resource Officer or his/her designee within twenty (20) days of receipt of such written communication.

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

3. Level Three

- a. Within ten (10) days of receipt of the decision rendered by the Chief Human Resource Officer or designee pursuant to Section 2 above, the decision of the Chief Human Resource Officer or designee in regard to such appeal may be further appealed to the Superintendent or to the person designated by the Superintendent to act in his/her behalf for this appeal.
- b. Appeals to the Superintendent shall be heard by the Superintendent within twenty (20) days of his/her receipt of the appeal. Written notice of the time and place of hearing shall be given five (5) days prior thereto to the aggrieved employee, a representative if any, the Alliance grievance representative, the Chairperson of the Grievance Committee, and any administrator who has heretofore been involved in the grievance.
- c. Within fifteen (15) days of hearing this appeal, the Superintendent of Schools shall communicate to the aggrieved employee and all other parties officially present at the hearing a written decision, which shall include supporting reasons therefore. A copy of the decision shall be sent to the Chair of the Grievance Committee.

4. Special Procedures for Salary or Leave Related Grievances

- a. Any grievance based on a complaint that the employee has been placed in the wrong salary schedule or step or that he/she has been improperly denied an

increment, or that their salary has been miscalculated, shall be filed directly with the Chief Human Resource Officer. Any grievance based upon a complaint by an employee as to an absence refund, sabbatical leave, or leave of absence without pay, shall be filed directly with the Chief Human Resource Officer. Any such grievance shall be filed within twenty (20) days after the grievance arises. The Chief Human Resource Officer or his/her designee shall conduct a hearing on such grievance within twenty (20) days and shall render a decision in writing within five (5) days after concluding the hearing.

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

5. Initiation of Special Types of Grievances

- a. Where ten (10) or more members of the negotiating unit in more than one school, or a group of special teachers from several buildings, have a grievance arising from the action of authority higher than a principal, the Chairman of the Grievance Committee, in the name of the Alliance on their request, may initiate a group grievance in their behalf within twenty (20) days after the grievance arises. In such case a written grievance may be filed originally with the Chief Human Resource Officer.
- b. The Alliance shall have the right to initiate or appeal a grievance growing out of an alleged violation of Alliance rights under this contract. Any such grievance shall be initiated by filing the written grievance in the first instance with the Chief Human Resource Officer within twenty (20) days after the grievance arises. A hearing on such a grievance shall be held within twenty (20) days of its filing.

Any appeal from the decision of the Chief Human Resource Officer or designee shall be made directly to the Superintendent of Schools in writing within ten (10) days of the date of the decision appealed from.

- c. Appeals to the Superintendent or grievances filed originally with him/her under this Article shall be heard by the Superintendent within twenty (20) days of the receipt of the appeal or grievance. Written notice of time and place of hearing shall be given five (5) days prior thereto to the Chair of the Grievance Committee and any administrator involved in the grievance. The Superintendent shall render a decision in writing within fifteen (15) days after concluding the hearing.
- d. If a grievance is based upon a specific act by the School Committee, and (1) the school administration has no discretion in the administration or application of the

act of the Committee; and (2) the Committee act is of such a nature that no further action or implementation by the administration is relevant to whether there has been an actual violation of the grievant's rights under this Agreement, the grievance may proceed to arbitration as set forth below.

6. Arbitration

- a. A grievance dispute which is not resolved at the level of the Superintendent under the grievance procedures herein may be submitted by the Alliance as specified herein to an arbitrator for decision if it involves the application or interpretation of this Agreement, except that a grievance concerning any term of this Agreement involving School Committee discretion or Committee policy may be submitted to an arbitrator for decision only if it is based on a complaint that such discretion or policy was applied discriminatorily, i.e., that it was applied in a manner unreasonably inconsistent with the general practice followed throughout the school system in similar circumstances. The decision of the Arbitrator upon an issue made arbitrable under this paragraph shall be final and binding upon the parties.
- b. A grievance may not be submitted to an arbitrator unless a decision has been rendered by the Superintendent of Schools under the grievance procedure, except in cases where, upon expiration of the time limit for decision, the Alliance filed notice with the Superintendent of intention to submit the grievance to arbitration and no decision was issued by the Superintendent within fifteen (15) days after receipt of such notice.
- c. The proceedings shall be initiated by filing with the Superintendent and the American Arbitration Association a notice of arbitration. The notice shall be filed within twenty (20) days after receipt of the decision of the Superintendent of Schools under the Grievance Procedure, or where no decision has been issued in the circumstances described above, three (3) days following the expiration of the fifteen (15) day period provided above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.
- d. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Alliance will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.
- e. The parties will be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association regardless of how the arbitrator is selected; except that neither the Committee nor the Alliance nor any grievant shall be

permitted to assert any ground in arbitration if such ground was not disclosed to the other parties in interest prior to the decision being appealed to the arbitrator, or to assert any evidence known but not disclosed prior to the decision being appealed.

8. General Provisions as to Grievances and Arbitration

- a. No reprisals of any kind will be taken by the School Committee or by any member of the administration or by the Cranston Teachers' Alliance or any member thereof against any party in interest, any representative of the Alliance or any other participant in the grievance procedure by reason of such participation.
- b. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay, or interfere with the right of the Committee to take the action complained of, subject however, to the final decision of the grievance.
- c. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from presenting and processing a grievance and having it adjusted without intervention or representation by the Alliance if the adjustment is not inconsistent with terms of the Agreement; except that no grievance may be submitted to arbitration without the consent of, and representation by, the Alliance.
- d. Any party in interest may be represented at all stages of the grievance procedure except arbitration by a person of his own choosing, except that he may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Alliance, the Alliance shall have the right to be present and to state its views at all stages except Level I of the grievance procedure.
- e. The sole remedy available to any teacher for any alleged breach of this agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure; provided, however, that if a teacher elects to pursue any legal or statutory remedy for any alleged breach of this agreement or any alleged violation of his rights thereunder, such election will bar any further or subsequent proceedings for relief under the provisions of this Article. Recourse by a teacher to the grievance procedure shall constitute a waiver of any legal or statutory rights to relief for the act or condition which is the subject of the grievance.
- f. Failure at any step of this procedure except Level 1 to communicate the decision in writing on a grievance within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- g. All documents, communications, and records dealing with the processing of a grievance will be filed in a confidential file separately from the personnel files of the participants
- h. Forms for processing grievances will be jointly prepared by the Superintendent and the Alliance. The forms will be printed by the Committee and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- i. The Alliance agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator; and the Committee agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance.
- j. In the course of investigation of any grievance, representatives of the Alliance will report to the principal of the building being visited and will state the purpose of the visit immediately upon arrival.
- k. Every effort will be made by all parties to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- l. If any member of the Alliance's Grievance Committee is a party in interest to any grievance, he shall not serve as the Alliance's grievance representative in the processing of such grievance.
- m. It will be practice of all parties in interest to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the aggrieved person, the Alliance, and the Committee to hold proceedings during regular work hours, the grievant and the appropriate Alliance representative will be released from assigned duties without loss of salary. The Alliance shall have the right to designate one teacher as its Grievance Chair.

ARTICLE VII EMPLOYMENT STANDARDS

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

B. A teacher in the Cranston Public Schools shall be the holder of at least a bachelor's degree from an accredited college or university, unless not required by law or regulation.

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

D. Following the teacher assignment process, a teacher working less than full time, who receives at least an Effective as a Final Effectiveness Rating shall be offered full time employment prior to the appointment of anyone else from outside the district to a full-time position in the same area of certification. Changes under this article shall only occur after the teacher assignment process and prior to the start of school.

In the event that the evaluation system is eliminated, replaced or modified by RIDE in such a way that it substantively impacts the utilization of this provision, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains utilized herein, a change to the criteria of the domains, or a change in the ratings used in the evaluation model.

E. Teachers will be required to wear school-issued identification badges during the work day as well as during any paid assignments (i.e. extracurricular activities, summer school, after school activities). Temporary identification badges will be available on-site in the event a teacher does not have their school-issued ID badge upon their arrival at work. The District shall replace all ID badges that do not work at no cost to the employees; however employees will be charged twenty dollars (\$20) for lost badges. Broken badges must be submitted upon receiving a new badge.

F. The District will implement and teachers will be required to utilize Executime software for the purpose of paying teachers for professional development.

G. In secondary schools (grades 6-12), any assignment, test, quiz, etc. that is used to compute a student's overall grade in any class must be entered into the teacher's electronic gradebook (i.e. Aspen). It is recommended that the scores for those assignments should be posted as soon as possible, but all scores must be posted a minimum of three times quarterly (approximately every three (3) weeks) unless long term assignments have been assigned or in the case of an illness of a teacher.

H. All Related Service Providers shall be responsible for service capture delivery logs documented within two (2) weeks of service. In order to comply with these deadlines, the Administration shall provide to Elementary Related Service Providers a minimum of two (2) continuous blocks of thirty-five (35) minutes per week of administrative time in addition to unassigned time provided for in Article VIII. The scheduling of these two (2) administrative blocks of time is subject to the approval of the Principal or his/her designee. The Administration shall provide suitable equipment or access to suitable equipment to all Related Service Providers to complete service capture delivery logs and other administrative tasks.

ARTICLE VIII TEACHING HOURS AND TEACHING LOAD

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

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

- a. Eleven (11) building meetings per year, called by the school principal, not to exceed one (1) hour in duration.
- b. Two (2) professional development meetings called by the Administration not to exceed two hours in duration. The Administration may schedule groups of teachers from different schools with the same dismissal time to attend said meetings. The meeting shall start within twenty (20) minutes of the end of the teachers' normal work day. Attendance at these meetings shall be subject to the professional development requirements provided in Article VIII Section V and compensated accordingly. The Administration shall provide at least ten (10) school day notice of the professional development meetings.
- c. Five (5) secondary school meetings per year, up to one hour in duration, curriculum, in-service, or other meetings called by department chairs, program supervisors or building administrators.
- d. Program Supervisors may be required to attend up to ten (10) meeting per year up to one hour in duration to be called by the Executive Director of Education Programs and Services or the Executive Director of Pupil Personnel.
- e. Teachers will be required to sign in to indicate attendance at meetings called pursuant to Article VIII Section B and Article VIII Section C.

2. The school administration shall prepare a tentative schedule of the above meetings and distribute same on teacher orientation day. Changes in said schedule may be made because of inclement weather or situations beyond the control of the administration. Notice of the makeup meeting date shall be given to the teachers at least ten (10) school days prior to the meeting.

3. Itinerant teachers will attend building staff meetings at the school to which they are assigned at the end of the day on Mondays. Evening performances or activities conducted

by unified arts teachers shall be counted against the total number of meetings mentioned in Article VIII., B.1 a, b, c.

C. Teachers will be required to attend one evening meeting per year which shall be no more than two (2) hours in duration, called at the discretion of the administrator responsible for the directing of such meeting. Meetings held under the section shall be charged to B1 above. Related Service Providers and Itinerants assigned to multiple schools shall be required to attend meetings at one school.

In the month of February, one additional evening meeting will be held at the high schools in lieu of the building meeting provided in B 1 (a) and one common planning time meeting provided in E 1 (e). Teachers shall be compensated for one hour at the hourly rate for attendance at the second evening meeting.

D. Teachers will have a dutyfree lunch period of the same length of time as students.

E.1. Subject to the approval by the Board of the Charter School, teachers at the New England Laborers' / Cranston Public Schools Construction and Career Academy shall follow the existing schedule unless a different schedule is mutually agreed to by the parties. For high school teachers at Cranston High School East and Cranston High School West, the normal ten (10) day instructional cycle based on 84-minute periods will include:

- a. Thirty (30) class periods
- b. One (1) daily continuous unassigned period, three (3) of which are 84 minutes and seven (7) of which are 42 minutes
- c. Seven (7) 42-minute office assignment periods
- d. Teachers scheduled to teach inclusion classes will be relieved of two office assignment periods per cycle to provide additional collaborative team teaching planning time organized around improvement of student learning
- e. High school teachers shall be scheduled to participate in one sixty (60) minute period of common planning time meetings per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1. These meetings will begin as soon as the teacher day ends. Teachers will be compensated at the rate listed in Appendix E of the Master Agreement. Attendance at common planning time activities is mandatory unless excused by the building principal. 50% of all common planning time meetings held after school will be directed by administration and 50% of all common planning time meetings will be directed by participants. Each common planning time will have a sign in sheet, agenda and minutes submitted to the building principal after each session

- f. Two (2) twenty-minute advisory periods within the 10-day instructional cycle to be held on Friday
2. For middle school teachers, the normal ten (10) day instructional rotating cycle based on 47-minute periods shall include:
 - a. Forty class periods
 - b. Two advisory periods within the 10-day instructional cycle to be held on Friday
 - c. Eight Pathway /Intervention periods
 - d. Five team planning periods (to be used for the coordination of curriculum, instruction and conferencing) or additional office assignments for those teachers not assigned to a team
 - e. Five office assignments
 - f. Ten unassigned periods, one per day
 - g. Unified Arts teacher may be assigned regular classes in lieu of teaching Pathway or Intervention classes
 - h. Pathway periods shall be distributed as equitably as possible among the teaching faculty based on the needs of the students and the schedule. Teachers shall be consulted about teaching preferences prior to the assignment of Pathway periods.
 - i. In the 2020-2021 school year, four of the eight Pathway periods scheduled on a ten-day cycle shall be “Pathways to Success” periods. Districtwide expectations for Pathways to Success periods utilizing assessment and instruction based on student needs as set forth by the Administration must be followed. Teachers and students shall remain with their respective teams at each grade level for Pathways to Success periods
3. The primary purpose of the unassigned period is class preparation and a teacher will spend either this period or at least an equivalent amount of time outside the school day on class preparation.
4. Elementary classroom teachers, excluding Pre-kindergarten teachers, shall be allowed 350 minutes for planning and education related activities for each ten-day cycle. Such time shall be exclusive of lunch and the time before and after the beginning and end of the student's school day.

- a. Elementary itinerant teachers and Related Service Providers shall be allowed 350 minutes for planning and education related activities for each 10-day cycle. Continuous planning periods of at least 35 minutes shall be scheduled daily. Such time shall be exclusive of lunch. The time before and/or after school shall be excluded only if the itinerant has been assigned duties during that time, such as bus duty or student supervision. The administration agrees to make a good faith effort to equitably assign duties to all elementary teachers. Related Service Providers and Itinerants assigned to multiple schools shall be assigned duties proportional to the time spent at each school.
- b. Pre-Kindergarten teachers shall be allowed a 45-minute block of time between A.M. and P.M. sessions, inclusive of lunch and travel.
- c. In addition to the 350 minutes for planning and education related activities for each ten (10) day cycle, the school administration shall make a good faith effort to provide a thirty-five (35) minute block of common planning time per week, organized around improvement of student learning, to elementary teachers scheduled to teach inclusion classes.
- d. For elementary teachers, the normal instructional cycle based on the 35-minute itinerant educator periods will include:
 1. One (1) daily unassigned period
 2. One (1) weekly common planning time
 3. One (1) daily twenty-five (25) minute lunch period
 4. Fifteen (15) minutes before school non-instructional time (in Title 1 schools, the teacher will be responsible to supervise the Breakfast in the Classroom Program)
 5. Fifteen (15) minutes after school non-instructional time

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

6. Each elementary classroom teacher shall receive at least ten (10) thirty-five-minute time blocks of unassigned time during a ten-day cycle.

F In secondary schools, when a regularly assigned teacher is absent, other regularly assigned teachers shall not be assigned to cover classes of absent teachers unless qualified substitute teachers are not available. Teachers shall not be required to cover more than one class at a time for the entire school day, but this shall not be construed to affect the teaching of classes which include pupils from more than one grade. Teachers will have on file in the school three (3) days of plans for the covering teacher. Covering teachers shall make a good faith effort to distribute any assignment left by an absent classroom teacher.

G.1. Middle School teachers may be required to devote not more than three (3) unassigned periods for student supervision without compensation. High School teachers may be required to devote not more than three (3) 42-minute unassigned periods for student supervision without compensation.

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

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

2. Student supervision at the elementary level beyond that required in G2 above shall be compensated at the rate of \$49.00 for each additional period or minimum block of thirty (30) minutes. Student supervision at the middle school level beyond that required in G1 shall be compensated at the rate of \$70.00 for each additional period. Student supervision at the high school level beyond that required in G1 shall be compensated at the rate of \$70.00 for each additional half-period. In the secondary schools, a list of volunteers to assume such coverage shall be established. This list shall first be exhausted before any involuntary coverage is assigned. Any involuntary assignments made under this article shall be on a rotating basis and in inverse order of seniority.

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

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

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

J. Classes based upon different ability levels shall not be considered separate preparations, but the administration shall make good faith effort to keep the number of

teachers carrying a class of different ability level in addition to three preparations to a minimum.

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

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

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

M. Teachers shall be permitted to leave the building during unassigned periods upon notification to the principal or his/her designated representative. If the teacher leaves the building, the teacher must sign out and sign in. If a teacher signs out during the last period of the day, they must return and sign in, except in the case when a teacher volunteers for early morning duty. Such notification shall indicate where the teacher may be located in case of emergency.

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

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

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

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

R. Compensation paid for extracurricular and special service activities shall cover time spent outside the normal school day and school year on such activities.

S. The following positions shall carry compensation as indicated.

High School

12th Grade Adviser	\$2,500
11th Grade Adviser	2,500
10th Grade Adviser	2,500
9th Grade Adviser	2,500
Academic Decathlon Adviser	2,000
AP Coordinator	1,000
AV Coordinator / Auditorium Manager	2,500
Best Buddies	2,000
Cheerleader Adviser (per sport)	2,000
Technology Club	2,000
Computer Technician	2,000
Debate Team Adviser	2,000
DECA Adviser	1,000
Emerald Encore	1,500
Environmental Club	2,000
Fiscal Manager	3,500
Freshmen Mentor Advisor	1,000
Future Business Leaders of America	1,000
Literary Magazine Adviser	2,000
Math Team Adviser, Senior High	2,000
Mock Trial Adviser	2,000
Model UN	1,000
Newspaper Adviser	2,000
SADD	2,000
Science Olympiad	2,000
Student Council Adviser (2)	1,800
VICA Adviser	2,500
Westernettes/Falconettes	2,000
Yearbook Adviser(s)	3,000
AP Coordinator	\$1,000

Middle School

After School Activities Coordinator	1,500
AV Coordinator / Auditorium Manager	\$2,000
Cheerleader Adviser	1,000
Fiscal Adviser	3,000
Mathcounts Team	2,000
Memory Book Adviser	2,500
Newspaper Adviser	2,000
National Junior Honor Society	2,000
Project Respect	2,000
School Store	1,000

School TV Advisor	1,500
Student SIT	1,000
Science Olympiad	2,000
Stockroom	1,500
Students as Mediators	2,000
Student Council	2,600
Talent Show Coordinator	1,000
Technology / Social Media Club	2,000

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

T. Extracurricular activities held by non-CTA members will be posted annually.

U. Department Chairpersons and Program Supervisors will work 186 days, two days before the school year starts and two days after the school year ends unless the Department Chairpersons and the Program Supervisors arrange a mutually-agreeable alternative work schedule with Administration. These additional days will be compensated under the terms of Article VIII, Section K of this agreement. They will also, after consultation with their principal, spend such additional time as may reasonably be necessary to fulfill their responsibilities

V. A professional development program will be provided through a Professional Academy for Cranston Educators (PACE) developed collaboratively between the CTA and the CPS. Teachers will be required to participate on an annual basis for eight (8) hours. These hours shall be outside the regular school day. Teachers attending the professional development sessions will be compensated under the terms of Appendix D of the Master Agreement. Teachers serving as instructors will be paid an additional twenty (20) dollars per hour; however, the instructor will not be eligible for contractual professional development credit for more than four (4) hours of those sessions they lead.

In addition, teachers shall be compensated under the terms of Appendix D for meetings scheduled pursuant to Article VIII, Section B1b.

W. 1. Participants in the development of RTI, IEP's and 504 Plans shall include the appropriate specialists.

2. The receiving teacher shall be given prior notice, except when data is not available, of a student who is being mainstreamed into his/her class. Teachers will be responsible to review any and all data in their possession and/or provided to them to support students with academic, instructional and social-emotional needs.

X. A mentoring program developed by the Administration in cooperation with the Alliance will be required for all newly hired teachers. All new mentors shall receive at least ten

hours of initial training provided by the school department. The annual stipend for teachers actively serving as mentors for up to three teachers will be six hundred (\$600) dollars. The annual stipend for teachers actively serving as mentors for four or more teachers will be eight hundred (\$800) dollars.

Y. Elementary RTI team members who meet outside the normal school day will be compensated under the terms of Appendix D

ARTICLE IX CLASS SIZE

A. Any elementary teacher in grades Kindergarten through Grade 2 who is assigned 23 or more students, any elementary teacher in grade 3 who is assigned 26 or more students, any elementary teacher in Grades 4 and 5 who is assigned 28 or more students, and any secondary teacher, except those enumerated in Section 2 below who is assigned 31 or more students, shall receive additional compensation according to the following formulae:

1. Elementary teachers' compensation shall be determined by dividing the top step of the salary scale plus a Master's Degree increment by 180 days, dividing that daily rate by the class maximum, multiplying that dollar amount by the number of students over the maximum, multiplied by the number of days, or portion thereof, that the maximum has been exceeded.
2. In the high schools, high school teachers, except ensemble teachers, shall be compensated for each additional student by determining the top step of the salary scale plus a Master's Degree increment and dividing it by 180 days: dividing that amount by 3 and dividing that amount by the class maximum: multiplying that amount by the number of students assigned in excess of the maximum in any class and multiplying that amount by the number of days that the maximum has been exceeded.
3. In the middle schools, middle school teachers, except ensemble teachers and chorus teachers, shall be compensated for each additional student by determining the top step of the salary scale plus a Master's Degree increment and dividing it by 180 days: dividing that amount by 5 and dividing that amount by the class maximum: multiplying that amount by the number of students assigned in excess of the maximum in any class and multiplying that amount by the number of days that the maximum has been exceeded

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

ARTICLE X
CURRICULAR MATERIALS, EQUIPMENT AND RESOURCES

A. The Committee agrees to make a good faith effort to provide sufficient textbooks, curricular materials, equipment and resources to insure that each student has textbooks and resources. Prior to changing textbooks or selecting textbooks or curricular materials, all teachers using such textbooks or curricular materials shall be given the opportunity to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.

The consultation procedure shall be as follows:

1. The Alliance shall be notified of the proposed change in textbooks.
2. The Alliance shall be given an opportunity to inspect any textbooks being considered for adoption prior to Section A.3 below.
3. The administration shall provide an opportunity for all teachers affected to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.
4. The Alliance shall be notified at least two (2) weeks prior to the consultation meetings set forth in A.3 above.

B. The Committee agrees to make a good faith effort to provide sufficient teaching resources, equipment and supplies in the school system. All teaching resources, equipment and supplies are intended to support the implementation of the District approved curriculum.

ARTICLE XI PROTECTION

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

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

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

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

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

D. Teachers shall receive prompt notification of pertinent information and guidance regarding students in their classes who have severe physical and/or emotional problems within the knowledge of the administration, reserving the rights of confidentiality pursuant to state and federal law, including but not limited to HIPPA.

E. Appropriate physical restraint may be used by a teacher in extraordinary circumstances to protect himself/herself, another teacher and/or a student from possible injury. Physical restraint paperwork must be completed and submitted to administration within twenty-four hours of the incident.

ARTICLE XII TEACHER FACILITIES

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

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

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

ARTICLE XIII TEACHER'S FILES

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

1. A Confidential File / Personnel File
2. HIPAA File

1. The confidential and HIPPA file for each teacher shall be maintained in the strictest confidence at the Human Resources Office.

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV
TEACHING SCHEDULES

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

Itinerants and Related Service Providers shall be provided an opportunity to express a preference in assignment prior to the assignment of staff to schools.

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

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

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

E1. Department Chairs

- a. High School Department Chairs will teach four classes during the school year.
- b. Department Chairs will be evaluated annually in their role as Department Chair
- c. Teachers may not be both department chair and program supervisor-
- d. Middle School Special Education Department Chairs shall not be assigned classes but may be assigned caseloads.

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

- a. City-wide K-12 Program Supervisors for the following departments: Occupational Therapy, Speech and Language, Social Work, Psychology, Guidance, Art, Music, Physical Education, Library Media, Math, Science, Social Studies, ELA will have a 40% teaching schedule / 60% program supervisor duties as their 1.0 FTE schedule.
- b. City-wide 6-12 Program Supervisors for the following departments: World Language and Technology will have a 60% teaching schedule / 40% program supervisor duties as their 1.0 FTE schedule.

c. Program Supervisors will be evaluated annually in their role as Program Supervisor.

3. Program Supervisors, Department Chairs and Content Leaders will be responsible to review and approve all virtual learning curriculum as well as be assigned as the teacher of record for those middle school students who partake in virtual coursework.

F. On an annual basis, middle school team leader positions shall be determined by a consensus of the team members with the approval of the principal. Middle school team leaders will be compensated by being relieved of 4 office assignments per ten-day cycle and shall receive an annual stipend of two thousand dollars (\$2000). Duties and responsibilities of the team leader as delineated in the job description for that position.

G. On an annual basis, a middle school content leader position shall be filled for Mathematics, English Language Arts, Social Studies and Science and shall be paid an annual stipend of two thousand dollars (\$2000). Teachers who apply and are qualified for such positions shall be interviewed by a team consisting of the building principal, the program supervisor, and the department chairperson from one of the high schools. Interview ratings for each qualified applicant shall be prepared independently by each member of the team. The interview team shall forward to the Superintendent the top three (3) applicants rated by the team. The Superintendent will appoint the most qualified of the three (3) to the position. Middle School Content Leaders shall be relieved of 4 office assignments per ten day cycle.

ARTICLE XV SENIORITY STAFF

A.1. Seniority for teachers shall be defined as the length of continuous service within the Cranston Public School System; such service commencing on the effective date of employment of a teacher as acted upon by the Cranston School Committee by resolution.

In the case where two (2) or more teachers commenced service on the same date, seniority shall be determined by the date said teachers were appointed by resolution of the School Committee. Should two (2) or more teachers have the same resolution date, seniority shall be determined by the date of application. Should there be any other ties, seniority shall be determined by lottery.

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

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

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

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

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

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

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

B. Staff Reduction

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

At no time in any calendar year shall staff reduction in the bargaining unit achieved through layoff exceed 3% of the previous year's bargaining unit total. Such calculation shall exclude losses due to attrition.

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

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

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

ARTICLE XVI REASSIGNMENT AND TRANSFER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Prior to the end of school, a Teacher Assignment Process will be held for the purpose of job selection and transfer. All teachers will be eligible to select a position in descending order of seniority.

- a. In advance of the Teacher Assignment Process a list of known vacancies which will be available during the following school year shall be posted in all school buildings. The list shall be issued two (2) weeks prior to the scheduled Teacher Assignment Process, subject to change until the process takes place.
- b. The Teacher Assignment Process list shall include any specific bona fide job qualifications for any posted position as determined by the administration.
- c. Prior to the end of the school year, the Superintendent shall forward to the Alliance President the following: a) a list of vacancies which will be available during the following school year, b) a list of teachers who have been involuntarily transferred, and c) a list of teachers returning from leave.
- d. Teachers who have been involuntarily transferred and teachers returning from leave will receive advance notice of the time and date of the Teacher Assignment Process.

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

A teacher must possess the appropriate Rhode Island Department of Education certificate and must meet any specific bona fide requirements in order to select the position.

3. The Superintendent or his/her designee shall be available two weeks prior to and up to the Teacher Assignment Process to discuss potential selections.

4. The Superintendent or his/her designee shall review all teacher assignments within two weekdays, not including holidays, following each teacher selection process. If the Superintendent questions the position selection of any teacher, the Superintendent shall meet with the CTA President and the affected teacher to review the selection. Subsequent to the meeting with the CTA President and the affected teacher, the Superintendent may deny the assignment of a teacher to a position if there is an overriding educational reason to prevent the placement of the teacher in the new position. The focus of the Superintendent's review shall solely be the placement of the teacher in the new position, not to keep the teacher in her/his current position.

5. If a teacher wishes to contest the denial of a position pursuant to Section 4 above, the CTA may file for expedited arbitration within five (5) work days from receipt of notice of the denial. The parties agree to cooperate in scheduling a hearing date as soon as possible. The Superintendent has the burden of proof at the arbitration proceeding. The parties agree to limit the testimony at the hearing to one full day, unless additional time is granted by the arbitrator. The arbitrator shall issue an award within five (5) days of the close of the hearing.

6. If a teacher wins the arbitration appeal, he/she shall assume the new position.

If the teacher loses the arbitration appeal from the first Teacher Assignment Process, which is normally held in June, the teacher shall assume his/her former position, unless the position was eliminated. All other selections made as a consequence will be nullified and all of those teachers will return to their previous teaching assignments. The position the teacher was not placed into shall be made available at the next scheduled Teacher Assignment Process to be held prior to the beginning of the school year.

If the teacher loses the arbitration appeal from the second Teacher Assignment Process, which is normally held in the summer, the teacher shall assume his/her former position, unless the position was eliminated. All other selections made as a consequence will be nullified and all of those teachers will return to their previous teaching assignments. The position the teacher was not placed into shall be made available at the first Teacher Assignment Process to be held prior to the beginning of the *next* school year.

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

8. In the event that a vacancy occurs or a new position is created after the completion of the voluntary round of the Teacher Assignment Process but before the opening of school,

the Administration after consultation with the Alliance shall have the option to declare the position as an expedited posting. This designation shall allow Cranston Public Schools to post the position after a seven-day waiting period for selection by qualified members within the bargaining unit. Notification of this posting shall be the responsibility of the Human Resource office. The official posting shall be mailed to the CTA office. The posting shall also be listed on the web site of the Cranston Public Schools. In the event that no one from within the bargaining unit bids upon this position a person may be appointed to the position on a permanent basis. All other rules and policies regarding the Teacher Assignment Process shall remain in full force and effect.

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

10. Any teacher who has a rating of Ineffective or Developing as a Final Effectiveness Rating may not participate in the Teacher Assignment Process for the purpose of obtaining a voluntary transfer without the prior approval of the Superintendent or her/his designee. Requests by a teacher who has a rating of Ineffective or Developing as a Final Effectiveness Rating shall be submitted to the Superintendent or her/his designee at least one week prior to the scheduled Teacher Assignment Process date.

In the event that the evaluation system is eliminated, replaced or modified by RIDE in such a way that it substantively impacts the utilization of this provision, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains utilized herein, a change to the criteria of the domains, or a change in the ratings used in the evaluation model.

11. In the event that the administration fails to complete an evaluation of a teacher in any given school year at least two weeks prior to the scheduled Teacher Assignment Process, the teacher shall be eligible to participate in the Teacher Assignment Process; unless the administration is unable to complete an evaluation of a teacher in any given school year due to the teacher being on a leave of absence. In that instance, the teacher shall be eligible to participate in the Teacher Assignment Process, unless the teacher's most recent evaluation had a rating of Ineffective or Developing as a Final Effectiveness Rating.

Notwithstanding anything to the contrary above, in the event that the evaluation of a teacher has been completed, but the required summative conference has not taken place due to the teacher's absence, then the evaluation as completed shall be utilized for all purposes of this section.

12. The position of a teacher who has been out on Workers Compensation leave for one year or longer shall be declared a vacancy at the end of the school year and shall be filled according to the Teacher Assignment Process.

13. A teacher on Workers Compensation leave for more than one year who gives notice on or before June 1 to Cranston Public Schools that he / she shall return the following school year shall select a position as an involuntary transfer at the Teacher Assignment Process.

14. A teacher on Workers Compensation leave for more than one year who gives notice after June 1 to Cranston Public Schools that he / she shall return the following school year shall be reinstated to a suitable position for the following school year. At the end of the school year, the teacher shall select a position as an involuntary transfer at the Teacher Assignment Process.

ARTICLE XVII PROMOTIONS

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

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

1. A posting shall be emailed to the faculty at the district email address only and posted outside the Human Resources Office, clearly setting forth a description of, and the qualifications for, the positions, including duties and salary.

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

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

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

C. Promotional positions shall be filled on the basis of the best qualified person available provided, however, that where two or more candidates are substantially equal in

qualification, the applicant with the greatest seniority in the Cranston Public Schools shall be given preference. The decision of the Committee, unless arbitrary, capricious, and without basis in fact, will be final.

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

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

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

ARTICLE XVIII TEACHER EVALUATION

A. All teacher evaluations shall be conducted according to the teacher evaluation handbook, subject to the following:

1. Any teacher who obtains or earns a rating of Highly Effective shall, subsequent to such evaluation, be evaluated every four (4) years. An annual summative conference shall be required for all highly effective teachers during their non-formal evaluation years.
2. Any teacher who obtains or earns a rating of Effective shall, subsequent to such evaluation, be evaluated every three (3) years. An annual summative conference shall be required for all effective teachers during their non-formal evaluation years.

3. Any teacher who obtains or earns a rating of Developing or Ineffective shall, subsequent to such evaluation, be evaluated every year until achieving an Effective or Highly Effective rating. Any teacher in these categories will develop an action plan with their evaluator, to assist them in improving their rating.
4. Any non-tenured teacher shall be evaluated annually.
5. Any teacher, during his or her first year teaching under a new teaching certificate, will be evaluated.
6. Any teacher may request an annual evaluation.
7. Principals may observe a teacher's classroom and classroom instruction at any time. Scripted evidence will only be required during a formal evaluation year.
8. Any concerns about a teacher's performance, that arise at any time, shall be handled in accordance with District personnel policies and this Agreement or any subsequent Agreement.

Notwithstanding the above, changes may be made to 1-8 if unanimously agreed to by the District Evaluation Committee and approved by the School Committee.

ARTICLE XIX LONG TERM LEAVES OF ABSENCE

A. General Policies Concerning LongTerm Leaves of Absence

1. Unless otherwise specified, all leave under this Article (XIX) is longterm and must be approved by the Committee.
2. Applications for all leaves of absence shall be made through Human Resources to the Superintendent of Schools in writing. Except for mandatory leaves of absence, the granting of leaves of absence shall be contingent upon the ability of the Administration to secure a satisfactory substitute. Priority in granting leave will be given to those persons with the longest period of service to the Cranston schools. Except for parental leaves, and longterm military leaves, leaves of absence shall not exceed one year and shall expire on June 30th of the school year for which leave is granted unless otherwise approved at the time the leave is granted.

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

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

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

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

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

B. Long-Term Leave Without Compensation

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

2. Active military duty requiring over 91 school days will be considered a longterm leave of absence. The Committee agrees to compensate the teacher on long term military leave the difference between the teacher's daily salary and daily military pay. Longevity credit on the salary schedule will continue throughout such leave. Teachers granted longterm military leave will return to the Cranston Public Schools no later than the beginning of the next semester after the date of discharge from active duty; if mutually agreeable to the Superintendent and the returning teacher, the latter may return at an earlier date.

3. Leaves of absence for reason of health may be granted by the School Committee upon the recommendation of the Superintendent. When such leave is required, a request shall be

accompanied by a written statement from a physician indicating the necessity of such leave. Longevity not to exceed one year will continue through longterm leave for health.

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

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

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

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

C. Sabbatical Leave

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

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

3. The purpose of the leave must be for the professional improvement of the individual.
4. For individuals on full year sabbatical leave, compensation will be onehalf the annual salary. For individuals on onehalf year sabbatical, compensation will also be onehalf the annual salary.
5. Provided all other conditions are satisfied, up to one percent of the negotiating unit shall be granted sabbatical leave in any school year.
6. The following factors should be considered in all cases of individuals applying for half or full year sabbatical leaves from the Cranston Public Schools.
 - a. The number of years in our system.
 - b. Proficiency in present position.
 - c. Area of study as relates to the needs of our system.
 - d. General experience of the candidate.
 - e. Official acceptance into graduate program, or related field of study.
7. Every individual who is granted a sabbatical leave must sign and fulfill a contract to return for one year of service to the Cranston Public Schools or reimburse the department for the amount of salary granted during the leave.

D. TeacherExchange Program

1. The Committee recognizes that TeacherExchange Programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports such programs and will authorize participation to the extent that it facilitates the best education possible for Cranston students.
2. Teachers who wish to participate in the exchange program shall observe the following:
 - a. Written request shall be made to the principal and Superintendent for approval to apply.
 - b. Written approval by the Superintendent will be considered binding, providing an acceptable exchange replacement is found.
 - c. In the event the exchange teacher does not fulfill an acceptable teaching standard in the Cranston Public Schools, a vigorous effort will be made to secure a

satisfactory fulltime substitute to complete the "exchange year." The exchange teacher then will be scheduled in other ways to benefit the educational program.

E. Annual Salary Defined

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

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

1. A teacher must have completed ten (10) full school years of service in Cranston Public Schools.
2. A teacher must communicate his/her written interest to take leave under this section no later than April 1 of the year prior to the school year for which he/she requests leave.
3. The teacher must give written notice to the Superintendent, by certified mail, no later than February 25 of the year prior to the school year in which he/she intends to return.
4. The teacher may continue his/her health insurance group plan coverage in accordance with Article XIX A (7).
5. The teacher will receive no step increment for salary computation and no longevity credit for the year during which he/she was on leave.
6. A teacher will be eligible for no more than two (2) such leaves under this section during his/her career in the Cranston Public Schools.
7. Leaves under this Article cannot be used for the purpose of taking employment in another educational organization, institution, or agency.

ARTICLE XX SHORT TERM LEAVES OF ABSENCE

A. General Policies

1. All members of the bargaining unit are eligible for shortterm leaves of absence.
2. Applications for short term leaves of absence except personal days shall be made to the Assistant Superintendent or his/her designee through the principal.

3. Compensation and deductions under short term leaves of absence shall be at the rate of $1/n$ of the teacher's salary, n being the number of days in the teacher's work year.

4. No short-term leave shall be taken prior to confirmation from the appropriate administrator.

5. No teacher will be required to arrange for his/her own substitute.

B. Leaves with Compensation

1. Short Term Military Leave

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

2. Short Term Professional Leave

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

3. Religious Observance

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

4. Legal Matters

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

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

5. Personal Reasons

Short term leave for personal reasons, not to exceed two (2) days, may be granted for such matters as conducting business arrangements which teachers cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the appropriate substitute call secretary. No ½ personal days may be taken.

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

- e. Requests for personal leave may be submitted on or after July 1 for leave to be taken during a school year. The request must be made in person in the Human Resources Office during normal working hours.
6. Any absence based upon recommendations of a School Committee physician intended to minimize the spread of communicable disease may be approved by the Superintendent or designee without penalty to the teacher.
7. Bereavement Leave
- a. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, fatherinlaw, soninlaw, daughterinlaw, motherinlaw, domestic partner, or other persons in the immediate household) a regular teacher may be absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.
 - b. In case of death of a grandfather, a grandmother, a grandson, a granddaughter, stepfather, stepmother, stepson, stepdaughter, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed 3 calendar days.
 - c. In case of death of a niece or nephew, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed two (2) calendar days.
 - d. In the case of death of relatives by marriage or blood relatives not listed in Paragraph 7a, b, c, above, teachers will be allowed the day of the funeral without loss of pay.

ARTICLE XXI

PERSONAL INJURY AND PERSONAL PROPERTY BENEFITS

A. Workers compensation benefits shall be provided for members of the unit. Teachers will be allowed to apply a pro-rated portion of their long-term sick leave pursuant to Article XXVIII (calculated at a rate of $\frac{1}{2}$ day per day on leave) to supplement their workers compensation payment in an amount equal to the difference between the teacher's regular salary and benefit. The Committee will continue to provide health insurance coverage as provided in Article XXV herein for the period of disability up to a maximum of one year.

B. The Committee will reimburse a teacher for any clothing or other personal property damaged or destroyed in the actual performance of his/her teaching duties, less any recovery for such damages receivable from other sources and provided that the teacher bears no responsibility for such damage or destruction. The Committee shall have the right

to refer any claim under this section to an appropriate municipal agency for a final and binding decision.

C. Disability

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

ARTICLE XXII NONTEACHING DUTIES

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

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

2. Except in cases of emergency, elementary teachers shall not be required to supervise students without the assistance of at least one other teacher, administrator or staff during recess. Before or after taking their lunch, elementary teachers will utilize the remainder of the student lunch / recess period to do professional responsibilities related to their position or recess duty as scheduled on a rotating basis at the discretion of the Principal based on the needs of the student population not to exceed four (4) teachers.

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

- a. The optimum utilization of teacher time in the performance of professional functions.
- b. The provision for teachers of a dutyfree lunch period.

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

ARTICLE XXIII SUBSTITUTE TEACHERS

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

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

ARTICLE XXIV POSITIONS IN SUMMER SCHOOL, ADULT EDUCATION, UNDER FEDERAL PROGRAMS, AND IN EXTRACURRICULAR ACTIVITIES

A. All openings for summer school and adult education or alternative education program school positions will be adequately publicized in each school building by the Superintendent as early as practicable. Teachers who have applied for such positions will be notified of the action taken regarding their applications as early as practicable, and in any case, prior to official Committee appointment to the position. Summer school and adult education or alternative education program openings will be publicized as soon as practicable

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

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

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

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

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

ARTICLE XXV INSURANCE

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

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

C. The Committee shall provide a \$20,000 term life insurance policy for each teacher. Each teacher shall have the option to purchase an additional \$125,000 of term insurance.

This policy is subject to the terms and conditions of the plan as specified by the agreement between the Cranston School Committee and the Cranston Teachers' Alliance.

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

D. The Committee shall provide individual or family plan dental insurance. The dental plan for those employees will be those benefits in effect at the signing of this Agreement. The annual maximum dental coverage will be \$1,500 per person and the orthodontic rider lifetime maximum will be \$1,500 per person. The amount of the premium cost-share paid by teachers shall be twenty (20%) percent. Payment under this section shall be subject to Section 125 of the IRS code.

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

1. Teachers must retire and be eligible to collect benefits in order to participate.
2. Eligibility will be deferred for those members eligible for equal or better coverage through another plan and shall be restored if the retiree's coverage under another plan is no longer available.
3. Any teacher hired after the 2001-2002 school year must have been employed by the Cranston Public Schools for 10 years or more, upon leaving the Cranston Public Schools System and deemed eligible for retirement by the Employee's Retirement System of Rhode Island (ERSRI) shall be eligible to collect benefits under this clause.
4. A teacher retiring from the Cranston Public Schools shall have the option to continue participating, through monthly contributions in the Blue Cross plan, (or its equivalent) currently in force at the time of his/her retirement, or Plan 65, whichever applies. Such participation shall be subject to the regulations of the insurance carrier. Notification of intent to participate must be given at least three (3) months prior to the effective date of retirement. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after September 1, 2005.
5. In lieu of a family plan, teachers may purchase an individual plan to cover a spouse until the spouse reaches the age of 65. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after 9/1/2005.
6. When plan changes are made for active teachers, the retiree plan will change accordingly. This provision is effective for all teachers retiring after August 31, 2014.

F. The medical benefits provided shall include a \$500 family/\$250 individual deductible. Effective January 1, 2021, the annual deductible shall be \$500 for individual coverage and \$ 1,000 for family coverage.

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

Effective January 1, 2020, the Committee shall provide a vision benefit as identified in Appendix J.

ARTICLE XXVI PAYROLL DEDUCTIONS

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

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

C. Employees may consent to Alliance dues deduction on a Dues Deduction Authorization Form mutually agreed to by the parties appended to this Agreement as Appendix H. A Dues Deduction Authorization Form shall remain in effect until a Cessation of CTA Membership Dues Form is signed and processed as provided below.

An employee may cease membership dues deduction by submitting a document to stop membership dues deduction of a form mutually agreed to the parties appended to this Agreement as Appendix I. A Cessation of CTA Membership Dues Deduction form shall be submitted to both the Alliance and the Payroll Department.

D. The Committee agrees to deduct from the salaries of teachers such sums as each individual teacher authorizes it to deduct through receipt of a direct deposit form signed by the teacher and forwarded to the Committee.

E. The Committee agrees to deduct from the salaries of teachers (excluding union dues) such sums as each individual teacher authorizes it to deduct through receipt of salary deduction cards provided by the Alliance and signed by the teacher. These salary deduction cards which shall provide proper indemnification for the Committee shall be forwarded to the Committee by the Alliance no later than August 15 of any school year. Such deductions

may be discontinued only if the teacher notifies the School Committee in writing prior to August 15 for the succeeding school year.

ARTICLE XXVII SALARIES

A. The salaries of all persons covered by this Agreement are set forth in Appendix "A" which is attached hereto and made a part herein.

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

B. The annual salaries of all persons covered by this Agreement shall be paid by the City Treasurer commencing no later than two (2) weeks after the school year begins. Teachers shall be given the option of receiving their annual salary in twenty-one (21) equal installments or twenty-two (22) installments. Teachers electing to receive pay in twenty-two installments shall have their pay calculated on the basis of twenty-six (26) equal payments. The first twenty-one (21) checks shall consist of pay calculated on the basis of twenty-six (26) equal payments. The twenty-second (22nd) check shall consist of the pay equivalent to the last five (5) payments. The final check for those teachers electing to be paid in twenty-two (22) installments in any school year shall be issued prior to June 30th of that year. Teachers shall notify the school administration in writing prior to July 1 of his/her payment option of the following school year. All teachers will receive their pay through direct deposit. The district will provide the following information via the employee self-service system: all personnel and payroll information, advices, W-2, W-4, 1095 and time off documents.

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

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

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

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

G. Salary Deferral

Any teacher whose effective date of employment is prior to and inclusive of, the opening day of the 19911992 school year who continues to remain actively employed by the Cranston Public Schools through the 19911992 school year shall be eligible, upon departure from the Cranston Public Schools, for a stipend. The amount of the stipend will be based upon the salary step held by the teacher during the 19911992 school year. The amount deferred is listed in Appendix F and is equivalent to the total amount deferred up to a maximum of one thousand five hundred dollars (\$1,500).

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

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

ARTICLE XXVIII SALARY CONTINUATION POLICY

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

B. Shortterm illness is defined as illness which is five or fewer consecutive working days in duration.

1. Teachers may receive up to fifteen (15) days salary for absence due to short term illness or absence due to illness in the immediate family, (father, mother, spouse, son, daughter, domestic partner), or additional persons in the immediate household. Out of the 15 days, up to 2 (two) ½ ill or ½ family ill days may be taken each school year, but in no event before or after a holiday or recess period.

2. Salary payments under shortterm sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head, etc.).

3. All members of the negotiating unit are immediately eligible for shortterm sick leave; however, in the case of first-year teachers' benefits may be withheld unless the teacher has worked at least 30 school days in the Cranston Public Schools.

4. Any request for absence due to family illness under this Article shall be supported by a statement that the teacher can make no other arrangements and must therefore be absent in order to care for the person who is ill.

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

1. Teachers may receive their salary for up to fifteen weeks per longterm illness.

2. Medical certification on forms supplied by the Administration is required.

3. Salary payments under longterm sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head/program supervisor, etc.).

4. Benefits under the longterm sick leave shall not commence until five (5) short term sick leave days are used following the onset of the initial illness, subject to the following:

a. Benefits start on the first day if in-patient hospitalization occurs during the oneweek period.

b. Unused shortterm sick leave may be used for days not otherwise covered.

5. A teacher may return to work from longterm sick leave only upon presenting an acceptable medical report that he/she is able to return to work.

6. Successive absences separated by a return to work shall be presumed to be different illnesses unless medical data indicates the contrary. A teacher will be limited to seventy-five days of long-term sick leave per school year. The exception to this language is if a teacher should present medical documentation that evidences that the teacher is suffering from a catastrophic illness, then that teacher shall be entitled to an additional long-term sick leave up to an additional seventy-five days. For the purposes of this section, catastrophic illness is limited to the following: myocardial infarction, stroke, cancer, organ transplants, progressive neurological illness, physical traumatic injury, in-patient hospitalized psychiatric illness, or end stage renal failure.

7. A teacher applying for benefits or returning to work under longterm sick leave may be required to submit to an examination by a physician selected by the Administration.

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

D. The Alliance agrees that all leaves of absence including shortterm sick leave shall be used only for the purposes authorized by this Agreement and that any unauthorized use of

leave shall constitute grounds for disciplinary action. The Alliance recognizes the Committee's rights and obligation to make and enforce reasonable rules to ensure that there is no abuse of leave benefits, and the Committee agrees to consult with the Alliance prior to the adoption of such rules.

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

ARTICLE XXIX PERSONAL AND ACADEMIC FREEDOM

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

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

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

ARTICLE XXX MANAGEMENT AND DISCIPLINE OF CLASSROOM

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

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

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

ARTICLE XXXI CURRICULUM

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

The duties of the Curriculum Committees are as follows:

1. They shall use any time reserved for Committee work not required for other purposes for duties related to Curriculum Committee work.
2. These Committees shall consider all proposals from any source regarding curriculum, teaching methods, aids and materials, educational facilities and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Cranston Public Schools. The Committee shall provide an opportunity for all teachers using the curriculum being considered to provide input.
3. They may participate in the consultations provided in Article X, Paragraph A3.
4. They will cooperate with the Administration in the implementation of educational revisions which the Curriculum Development Committees consider useful to the students in the Cranston Public Schools.
5. Each of the Committees shall have the right, as the need arises, to set up subcommittees including other staff members not presently involved in the basic committee work.

6. The Committees will issue reports to the Curriculum Advisory Board (CAB) no later than March 1, so that provisions can be made for implementation of their recommendations through the establishment of a summer workshop program.

B. The Curriculum Advisory Board (CAB) functions to review and approve curriculum revised and/or developed by the respective K-12 academic departments/programs across the District. The District's responsibilities to the State, pursuant to the Basic Education Program, Title G, Chapter 13.1, requires the District to have a curriculum review process to assure compliance with this regulation. The process of curriculum approval originates with and draws upon the expertise of qualified educators with input from other stakeholders, culminating at the School Committee level. The CAB reviews and approves proposed recommendations that impact the Program of Studies for the District's high schools.

The CAB is comprised of District administrators (e.g. Executive Director of Educational Programs,) and representatives from each academic program or content area. Examples of these representatives are program supervisors and department chairs. Other appropriate educators from a department or program, if any, and their terms of service shall be jointly established by the Superintendent and the CTA President. These representatives provide teacher leadership and guidance on matters related to the content, standards, instruction and programmatic assessment of their department or program. This calendar of service is reviewed annually, and may be modified by majority vote of the CAB. The members of the Board may change due to ending of a term of service, change in staffing, illness or other circumstances.

The CAB meets three times per year (October, January and May) unless the board votes to have additional meetings to complete their work.

C. Teachers are required to follow the mandated and approved curriculum / programs that are adopted by Cranston Public Schools.

ARTICLE XXXII TAX SHELTERED ANNUITY

Teachers will be eligible to participate in a "tax sheltered" Annuity Plan established pursuant to United States Public Law 87370 in accordance with procedures mutually acceptable to the Committee and the Alliance.

ARTICLE XXXIII GENERAL

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

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

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

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

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

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

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

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

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

ARTICLE XXXIV NO STRIKE NO LOCKOUT

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

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

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

ARTICLE XXXV FAIR DISMISSAL POLICY

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

**ARTICLE XXXVI
DURATION**

The provisions of this Agreement will become effective on September 1, 2019, and will continue in full force and effect until August 31, 2022.

Cranston School Committee

Cranston Teachers' Alliance

Daniel Wall
Chairperson

Lizbeth A. Larkin
President

Date

Date

Jeannine Nota-Masse
Superintendent

John A. Santangelo
Vice President

Date

Date

**Appendix A
ANNUAL SALARY**

Step	<u>2019-2020 (2%)</u>	<u>2020-2021 (2%)</u>	<u>2021-2022 (2%)</u>
1	41,955	42,794	43,650
2	44,682	45,576	46,487
3	47,586	48,538	49,509
4	50,679	51,693	52,726
5	53,974	55,055	56,155
6	57,481	58,631	59,803
7	61,218	62,442	63,691
8	65,197	66,501	67,831
9	69,434	70,823	72,239
10	73,948	75,427	76,935
11	78,755	80,330	81,937
12	81,592	83,224	84,888

ADVANCED DEGREES

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
BA +30	1,986	2,026	2,066
MA	3,347	3,414	3,482
MA +30	4,267	4,352	4,439
CAGS	5,067	5,168	5,272
Doctorate	5,712	5,826	5,943

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

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

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

Longevity Increments

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

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

Appendix B
HIGH SCHOOL DEPARTMENT CHAIRS
MIDDLE SCHOOL SPECIAL EDUCATION DEPARTMENT CHAIRS

<u>19-20</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$1,008			
26-99	\$1,643	\$1,716	\$1,793	\$1,863	\$1,945	\$2,021
100-199	\$2,021	\$2,117	\$2,221	\$2,319	\$2,419	\$2,525
200-299	\$2,400	\$2,525	\$2,653	\$2,770	\$2,901	\$3,025
300+	\$2,770	\$3,000	\$3,077	\$3,228	\$3,380	\$3,531
<u>20-21</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$1,028			
26-99	\$1,676	\$1,750	\$1,829	\$1,900	\$1,984	\$2,061
100-199	\$2,061	\$2,159	\$2,265	\$2,365	\$2,468	\$2,575
200-299	\$2,448	\$2,575	\$2,706	\$2,826	\$2,959	\$3,086
300+	\$2,826	\$3,060	\$3,139	\$3,293	\$3,448	\$3,602
<u>21-22</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$1,048			
26-99	\$1,710	\$1,785	\$1,866	\$1,928	\$2,024	\$2,102
100-199	\$2,102	\$2,202	\$2,310	\$2,413	\$2,517	\$2,626
200-299	\$2,497	\$2,626	\$2,760	\$2,882	\$3,018	\$3,148
300+	\$2,882	\$3,121	\$3,202	\$3,359	\$3,517	\$3,674

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

Payment will be made in equal quarterly installments

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
STEP 1	\$2,345	\$2,392	2,440
STEP 2	\$2,411	\$2,460	2,509
STEP 3	\$2,478	\$2,527	2,578
STEP 4	\$2,545	\$2,596	2,647
STEP 5	\$2,612	\$2,664	2,718
STEP 6	\$2,678	\$2,731	2,786

**BAND, ORCHESTRA, AND CHORAL DIRECTORS
MIDDLE SCHOOL**

Payment will be made in equal quarterly installments

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
STEP 1	\$1,675	\$1,708	\$1,743

STEP 2	\$1,742	\$1,777	\$1,813
STEP 3	\$1,809	\$1,846	\$1,883
STEP 4	\$1,875	\$1,912	\$1,951
STEP 5	\$1,943	\$1,982	\$2,022
STEP 6	\$2,010	\$2,051	\$2,092

Appendix C
CITY-WIDE PROGRAM SUPERVISORS

Art
English/Language Arts
Guidance
Health/Nursing Services
Library Media
Mathematics
Music
Occupational Therapy
Physical Education
Psychology
Science
Social Studies
Social Work
Speech/Language Therapy
Technology Education
World Languages

2019-2020
\$5,646

2020-2021
\$5,759

2021-2022
\$5,874

Appendix D
ADULT EDUCATION TEACHERS, HOME TUTORS, SUMMER SCHOOL
TEACHERS, AND PROFESSIONAL DEVELOPMENT

2019-2020
\$35.00

2020-2021
\$36.00

2021-2022
\$37.00

Appendix E
DEFERRAL PAYMENT

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

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

Appendix F
AFFIDAVIT OF DOMESTIC PARTNERSHIP

The purpose of this Affidavit is to qualify a domestic partner for receipt of any medical coverage and benefits to which a teacher's spouse and/or family members are entitled.

1. We hereby certify that as domestic partners, we have an exclusive mutual commitment similar to marriage and that we meet the following criteria:

- a. We have been each other's domestic partner and have shared a common residence and we have every intention of remaining indefinitely in the relationship.
- b. Neither of us is married to anyone else.
- c. We are jointly responsible for each other's common welfare and basic living expenses.
- d. We are both at least 18 years old and are mentally competent to consent to contract.
- e. We are by law adults and not related by blood closer than would bar marriage in our state of legal residence.
- f. Our domestic relationship is not illegal.

2. We agree to notify the Cranston School Department if the status of this relationship changes – including termination of the relationship or failure to meet any of the above criteria – by filing a Change of Status form no later than 30 days from the date of such change. It is understood that if this domestic partnership is terminated, a subsequent Declaration of Domestic Partnership cannot be filed until the later of 12 months after filing a Change of Status form or 12 months after coverage has been cancelled.

3. I understand that under current tax regulations, the Cranston School System is required by the Internal Revenue Service to report as taxable (imputed) income, the premium value of the company's contribution to the benefit plan related to covering any partner's dependent children.

If your domestic partner and his/her dependent children are considered my "dependents" as defined under Section 152(a)(9) of the Internal Revenue Code, I will need to complete the Tax Certification of Dependence form.

4. We understand that the coverage elected will remain in effect until any of the following occurs: the next plan year in which coverage is changed; termination from the benefit plan due to ineligibility takes place; the domestic partnership is terminated; the death of the enrolled domestic partner; or a change in the eligibility status of my partner's children (if applicable) takes place.

5. We understand that the statements attested to in this Affidavit are true and correct to the best of our knowledge. We understand that we are responsible for reimbursing the Cranston School Committee for any expenses incurred as a result of any knowingly false or misleading statement contained in this Affidavit. It is further understood that a deliberate false statement could result in disciplinary or legal action, including termination of employment at the School System.

Employee Signature

Domestic Partner Signature

Date _____

Date _____

Employee Social Security Number

Domestic Partner Social Security Number

Cranston Teachers' Alliance

Cranston School Committee

Date _____

Date _____

Appendix G

SUMMARY OF BENEFITS AND COVERAGE

(More specific benefits/coverage is set forth under the Subscriber Agreement in effect during the life of the Contract)

SUMMARY of Benefits and Coverage:		
SUMMARY of Benefits and Coverage: What this <u>Plan</u> Covers & What You Pay for Covered Services		
		Coverage for: See below <u>Plan</u> Type: PPO
The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u> . The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services.		
Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For In <u>Network providers</u> \$250 for an individual <u>plan</u> /\$500 for a family <u>plan</u> . For Out-of <u>Network providers</u> \$1000 for an individual <u>plan</u> /\$2000 for a family <u>plan</u> . <small>*Effective January 1, 2021 the annual in-network deductible shall be \$500 for an individual plan and \$1000 for a family plan.</small>	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain preventive services without cost-sharing and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductible</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	For In <u>Network providers</u> \$750 for an individual <u>plan</u> /\$1500 for a family <u>plan</u> . For Out-of- <u>Network providers</u> \$3000 for an individual <u>plan</u> /\$6000 for a family <u>plan</u> .	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have a meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , balance-billed charges and health care this <u>plan</u> doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes.	This <u>plan</u> uses a provider network. You will pay less if you use a provider in the <u>plan's</u> network. You will pay the most if you use an out-of- <u>network provider</u> , and you might receive a bill from a provider for the difference between the provider's charge and what your <u>plan</u> pays (balance billing). Be aware, your <u>network provider</u> might use an out-of- <u>network provider</u> for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a referral.
All <u>copayment</u> and <u>coinsurance</u> costs shown in this chart are after your <u>deductible</u> has been met, if a <u>deductible</u> applies.		

Common Medical Event	Services You May Need	What you will Pay		Limitations, Exceptions, & Other Important Information
		In <u>Network provider</u> (You will pay the least)	Out-of- <u>Network provider</u> (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$25 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	Chiropractic Services are limited to 12 visit(s) per year
	Preventive Care Screening Immunization	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your provider if the services you need are preventive. Then check what your <u>plan</u> will pay for:
	Diagnostic test (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Preauthorization is recommended for certain services
If you have a test	Imaging (CT/PET scans, MRIs)	No Charge	20% <u>coinsurance</u>	
	Tier 1 generally low-cost generic drugs	\$5 copay; <u>deductible</u> does not apply per prescription (retail) \$10 copay; <u>deductible</u> does not apply per prescription (mail-order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% <u>coinsurance</u> ; <u>deductible</u> does not apply
If you need drugs to treat your illness or condition	Tier 2 generally high cost generic and preferred brand name drugs	\$15 copay; <u>deductible</u> does not apply per prescription (retail) \$30 copay; <u>deductible</u> does not apply per prescription (mail-order)	Not Covered	
	Tier 3 non-preferred brand name drugs	\$30 copay; <u>deductible</u> does not apply per prescription (retail) \$60 copay; <u>deductible</u> does not apply per prescription (mail-order)	Not Covered	
	Tier 4 specialty prescription drugs	\$30 copay; <u>deductible</u> does not apply per prescription (Specialty pharmacy)	50% <u>coinsurance</u> ; <u>deductible</u> does not apply	
	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	Preauthorization is recommended. Deductible does not apply.
If you have outpatient surgery	Physician/surgeon fees	No Charge	20% <u>coinsurance</u>	Deductible does not apply

If you need immediate medical attention	Emergency room care	\$100 copay; <u>deductible</u> does not apply per visit	\$100 copay; <u>deductible</u> does not apply per visit	Emergency room: Copay waived if admitted; Air/Water Ambulance: No Charge Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received;
	Emergency medical transportation	\$50 copay; <u>deductible</u> does not apply per trip	\$50 copay; <u>deductible</u> does not apply per trip	
	Urgent care	\$50 copay; <u>deductible</u> does not apply per urgent care center visit	\$50 copay; <u>deductible</u> does not apply per urgent care visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	45-day limit at an inpatient rehabilitation facility; Preauthorization is recommended Deductible does not apply
	Physician/surgeon fee	No Charge	20% <u>coinsurance</u>	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge for outpatient services	20% coinsurance/ office visit 20% coinsurance for outpatient services	Preauthorization is recommended for certain services
	Inpatient services	No Charge	20% <u>coinsurance</u>	
If you are pregnant	Office visits	\$25 copay; <u>deductible</u> does not apply per visit	20% <u>coinsurance</u>	Depending on the type of services, <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	
If you need help recovering or have other special health needs	Home health care	No Charge	20% <u>coinsurance</u>	None
	Rehabilitation services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Includes Physical, Occupational and Speech Therapy; limited to 30 visits each (combined for in and out of network). Deductible does not apply
	Habilitation services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	
	Skilled nursing care	No Charge	20% <u>coinsurance</u>	Custodial care is not covered; Preauthorization is recommended
	Durable medical equipment	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Preauthorization is recommended for certain services. Deductible does not apply
	Hospice service	No Charge	20% <u>coinsurance</u>	None

If your child needs dental or eye care	Children's eye exam	\$25 copay; deductible does not apply per visit	20% coinsurance	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services and Other Covered Services:

Services your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

Acupuncture Cosmetic surgery Dental care (Adult)	Dental check-up, child Glasses, child Long-term care	Routine foot care unless to treat a systemic condition Telemedicine Weight loss programs
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Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

Bariatric Surgery Chiropractic care Hearing aids	Infertility treatment Most coverage provided outside the United States. Contact Customer Service for more information. Private-duty nursing	Routine eye care (Adult)
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Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444 EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

This is a summary of your benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement.

Appendix H AUTHORIZATION FORM



Membership Authorization



I hereby affirm my membership in the Connecticut Teachers' Alliance, Local 1724, AFT, RIFTHP, and authorize my employer to withhold from my salary a sum equal to the constitutional dues of the local, state and national unions. This authorization shall remain in effect until further notice, unless changed or terminated.

Name: _____ Date: _____

Home Address: _____

Personal Email: _____ Cell Phone: (____) ____ - _____

Signature: _____

I understand that my dues will include the services of local, state and national bodies as well as subscriptions to AFT publications. I also understand that the union dues may not be deductible for federal income tax purposes. Employees covered by a collective bargaining agreement will have a right to remain a full member.

Appendix I

MEMBERSHIP DROP FORM



Membership Drop Form



I hereby withdraw my membership from the Cranston Teachers' Alliance, Local 1704, the Rhode Island Federation of Teachers and Health Professionals, the American Federation of Teachers, and our AFL-CIO affiliates and direct my employer to refrain from withholding the constitutionally assessed dues of the local, state and national unions from my salary.

Name: _____ Date: _____

Home Address: _____

Personal Email: _____ Cell Phone: (____) ____ - _____

Signature: _____

Membership in the union is subject to the governance documents, policies and procedures of the local, the RIFTHP, and the AFT.

Appendix J
VISION COVERAGE
JANUARY 1, 2020

Vision Care Services	In-Network Member Cost	Out-of-Network Member Cost
Frames, Lense, and Lens Options Package (Any frame, lens, and lens options available at provider location)	\$100 allowance for frame, lens, and lens options; 20% off balance over \$100	Balance over \$50
Contact Lens (Contact lense allowance includes materials only.)		
Conventional	\$0 copay, \$100 allowance; 15% off balance over \$100	Balance over \$80
Disposable	\$0 copay, \$100 allowance; 15% off balance over \$100	Balance over \$80
Laser Vision Correction LASIK or PRK from U.S. Laser Network	15% off retail price or 5% off promotional price	N/A
Additional Discounts	40% discount off complete pair of prescription eyeglass purchases 15% discount off conventional contact lenses once funded benefit has been used 20% off non-prescription sunglasses	N/A
Frequency Frame and Lenses or Contact Lenses	Once every 12 months	Once every 12 months

Please note: Your benefits cannot be combined with any other discounts, coupons, or promotional offers unless otherwise noted in an offer.

This is a summary of your vision benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement.

