

*(The following is not a verbatim transcript of comments or discussion that occurred during the meeting, but rather a summarization intended for general informational purposes. All motions and votes are the official records).*

## **REGULAR MEETING – CITY COUNCIL**

**-SEPTEMBER 22, 2014-**

Regular meeting of the City Council was held on Monday, September 22, 2014 in the Council Chambers, City Hall, Cranston, Rhode Island.

The meeting was called to order at 7:10 P.M. by the Council President.

Roll call showed the following members present: Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

Also Present: Gerald Cordy, Director of Administration; Carlos Lopez, Chief of Staff; Jeffrey Barone, Director of Constituent and Government Affairs; Evan Kirshenbaum, Assistant City Solicitor; Robert Strom, Finance Director; Ken Mason, Director of Public Works; Anthony Moretti, City Council Internal Auditor; Patrick Quinlan, City Council Legal Counsel.

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to dispense with the reading of the minutes of the last meeting and they stand approved as recorded. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

### **I. PUBLIC ACKNOWLEDGEMENTS AND COMMENDATION**

#### **CLCF YOUTH LACROSSE U13 DIVISION II STATE CHAMPIONS**

**Councilman Santamaria** presented Citations to the members of the team and coaches.

### **XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK**

None.

**-SEPTEMBER 22, 2014-**

**II. PUBLIC HEARINGS**

(limited to docketed matters)

**Richard Tomlins**, 400 Farmington Ave., appeared to speak and stated that Council Vice-President Farina stated at last week's meeting that the City needs a closure and needs to move on. He questioned, move onto what? The City Council does not know anything of what happened at the Police Department because there is no report. He thinks the City is on the right track to appointing a new Chief. Maybe things will come out once the new Chief takes office.

**Council Vice-President Farina** asked for point of personal privilege. He stated that as to closure and moving on, we need to move on and promote a new Chief and look at the report by the State Police and address the issues that need to be addressed.

**III. RESOLUTIONS**

None.

**IV. REPORT OF COMMITTEES**

**FINANCE COMMITTEE**

**(Councilman Steven A. Stycos, Chair)**

**RESOLUTION AUTHORIZING REAL ESTATE AND TANGIBLE TAX ABATEMENTS** [\[click to view\]](#)

On motion by Council Vice-President Farina, seconded by Councilman Aceto, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**RESOLUTION AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS** [\[click to view\]](#)

On motion by Council Vice-President Farina, seconded by Councilman Aceto, the above Resolution was adopted on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**TAX INTEREST WAIVER APPROVALS** [\[click to view\]](#)

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to approve the above list of Tax Interest Waiver Approvals. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

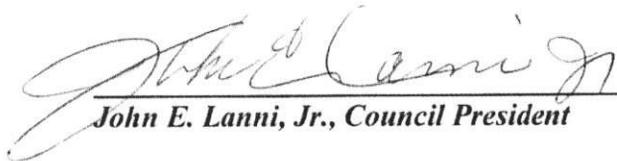
THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL**  
AUTHORIZING REAL ESTATE/TANGIBLE TAX ABATEMENTS AS  
RECOMMENDED BY CITY ASSESSOR

No. 2014-34

*Passed:*

September 22, 2014



*John E. Lanni, Jr.*  
\_\_\_\_\_  
**John E. Lanni, Jr., Council President**

**Resolved, That**

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)

ALLAN FUNG  
MAYOR



DIVISION OF ASSESSMENT  
809 PARK AVE  
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.  
CITY ASSESSOR

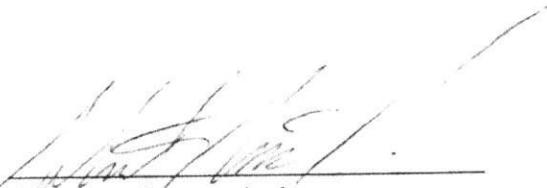
DAVID COLI  
DEPUTY ASSESSOR

MEMO

DATE: September 3, 2014  
TO: His Honor the Mayor and the Honorable City Council  
FROM: City Assessor  
RE: Real Estate and Tangible Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth.

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2012	23,501	536.76
December 31, 2013	<u>1,270,311</u>	<u>42,562.38</u>
Totals:	1,293,812	43,099.14

  
\_\_\_\_\_  
Salvatore Saccoccio Jr.  
City Assessor

\*\*\* RECIABT.REP \*\*\* Printed 09032014 at 15:14:17 by KARBUR

Page 1

City of Cranston  
2013 Abatement List

1 1431518501 016 1088 017  
Location 201/17 HOFFMAN AV  
MICHAEL MILLIE  
MICHAEL CHARLOTTE E JT  
201 HOFFMAN AVE APT 12  
APT 12  
CRANSTON RI 02920

0000000000  
Location

0000000000  
Location

	Value	Tax	Original	Value	Tax	Original	Value	Tax
Original	: 138400	3161.05	: Original	:	:	: Original	:	:
Exemption Omit	: 23501	536.76	: Adjusted	:	:	: Adjusted	:	:
Adjusted	: 114899	2624.29						

	Value	Tax	Accounts
Original	138400	3161.05	
Abatements	23501	536.76	on 1
Adjusted	114899	2624.29	

\*\*\* RECRIABT.REP \*\*\* Printed 09032014 at 15:13:55 by KARBUR

City of Cranston  
2014 Abatement List

<p>1      0325263501   011-3129 Location 33 GLENMERE DR CASEY JOHN J JR P O BOX 8962 CRANSTON RI 02920</p>	<p>2      0332001501   011 3195 Location 12 EVERETT RD CORRENTE ALFRED JR CORRENTE GAIL M T/E 12 EVERETT ROAD CRANSTON RI 02920 6123</p>	<p>3      0610322501   006-2338 Location 82 PONTIAC AV FRIENDLY COMMUNITY LTD PARTNER 75 LAMBERT LIND HWY WARWICK RI 02886</p>																																				
<table border="0"> <tr><td>Original</td><td>Value</td><td>Tax</td></tr> <tr><td>:</td><td>211500</td><td>4830.66</td></tr> <tr><td>Exemption Omit</td><td>23501</td><td>536.76</td></tr> <tr><td>Adjusted</td><td>187999</td><td>4293.90</td></tr> </table>	Original	Value	Tax	:	211500	4830.66	Exemption Omit	23501	536.76	Adjusted	187999	4293.90	<table border="0"> <tr><td>Original</td><td>Value</td><td>Tax</td></tr> <tr><td>:</td><td>244600</td><td>5586.66</td></tr> <tr><td>Exemption Omit</td><td>17927</td><td>409.45</td></tr> <tr><td>Adjusted</td><td>226673</td><td>5177.21</td></tr> </table>	Original	Value	Tax	:	244600	5586.66	Exemption Omit	17927	409.45	Adjusted	226673	5177.21	<table border="0"> <tr><td>Original</td><td>Value</td><td>Tax</td></tr> <tr><td>:</td><td>1407600</td><td>48224.37</td></tr> <tr><td>ASSESSORS APPE</td><td>267100</td><td>9150.85</td></tr> <tr><td>Adjusted</td><td>1140500</td><td>39073.52</td></tr> </table>	Original	Value	Tax	:	1407600	48224.37	ASSESSORS APPE	267100	9150.85	Adjusted	1140500	39073.52
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<p>4      1431518501   016 1088-017 Location 201/17 HOFFMAN AV MICHAEL MILLIE MICHAEL CHARLOTTE E JT 201 HOFFMAN AVE APT 12 APT 12 CRANSTON RI 02920</p>	<p>5      1915800501   991-9158-005 Location 140 COMSTOCK PKWY RESOURCES UNLIMITED INC RESOURCES UNLIMITED INC 140 COMSTOCK PKWY UNIT 6 CRANSTON RI 02921</p>	<p>6      2023518001   011-2469 Location 76 MIDVALE AV SACCOCCIO JAMES F SACCOCCIO MAUREEN B TE 76 MIDVALE AVENUE CRANSTON RI 02920-6434</p>																																				
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<p>7      2026147501   992-0261-475 Location 48 HILLSIDE RD STUDIO B SALON STUDIO B SALON &amp; BOUTIQUE, INC 48 HILLSIDE RD CRANSTON RI 02920</p>	<p>8      2108060001   992-1080-600 Location 195 FRANCES AV THIELSCH ENGINEERING INC THIELSCH ENGINEERING INC 195 FRANCES AVE CRANSTON RI 02910</p>	<p>9      2208085501   992-2080-855 Location VARIOUS ST UMASS MEMORIAL LABS INC UMASS MEMORIAL LABS INC 328 SHREWSBURY ST WORCESTER MA 01604</p>																																				
<table border="0"> <tr><td>Original</td><td>Value</td><td>Tax</td></tr> <tr><td>:</td><td>39773</td><td>1362.62</td></tr> <tr><td>LISTING ERROR</td><td>6000</td><td>205.56</td></tr> <tr><td>Adjusted</td><td>33773</td><td>1157.06</td></tr> </table>	Original	Value	Tax	:	39773	1362.62	LISTING ERROR	6000	205.56	Adjusted	33773	1157.06	<table border="0"> <tr><td>Original</td><td>Value</td><td>Tax</td></tr> <tr><td>:</td><td>7167902</td><td>245572.30</td></tr> <tr><td>LISTING ERROR</td><td>788302</td><td>27007.23</td></tr> <tr><td>Adjusted</td><td>6379600</td><td>218565.07</td></tr> </table>	Original	Value	Tax	:	7167902	245572.30	LISTING ERROR	788302	27007.23	Adjusted	6379600	218565.07	<table border="0"> <tr><td>Original</td><td>Value</td><td>Tax</td></tr> <tr><td>:</td><td>15376</td><td>526.78</td></tr> <tr><td>OUT OF BUSINES</td><td>15376</td><td>526.78</td></tr> <tr><td>Adjusted</td><td>:</td><td>:</td></tr> </table>	Original	Value	Tax	:	15376	526.78	OUT OF BUSINES	15376	526.78	Adjusted	:	:
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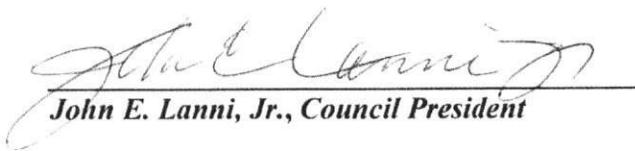
THE CITY OF CRANSTON

**RESOLUTION OF THE CITY COUNCIL**  
AUTHORIZING MOTOR VEHICLE TAX ABATEMENTS AS RECOMMENDED  
BY CITY ASSESSOR

No. 2014-35

*Passed:*

September 22, 2014



*John E. Lanni, Jr., Council President*

**Resolved, That**

The request of the City Assessor for the following abatements for manifest errors and reasons therein stated be granted and that a certified copy of this Resolution be for the respective amounts a sufficient voucher for the City Treasurer.

(See attached list of Abatements)

ALFAN LUNG  
MAYOR



DIVISION OF ASSESSMENT  
869 PARK AVE  
CRANSTON, RI 02910

SALVATORE SACCOCCIO JR.  
CITY ASSESSOR

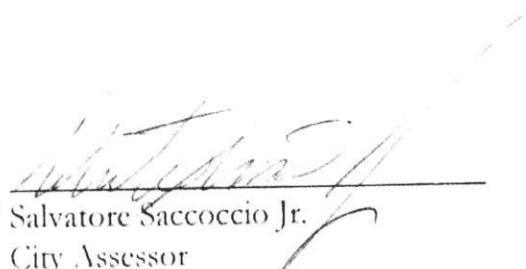
DAVID COLI  
DEPUTY ASSESSOR

## MEMO

DATE: September 3, 2014  
TO: His Honor the Mayor and the Honorable City Council  
FROM: City Assessor  
RE: Motor Vehicle Abatements

The following assessments are recommended for abatement in the amounts and for the reasons hereinafter set forth:

<u>Assessment Date</u>	<u>Value</u>	<u>Tax</u>
December 31, 2010	8,037	341.11
December 31, 2011	15,683	665.59
December 31, 2012	33,373	1,416.33
December 31, 2013	<u>160,990</u>	<u>6,832.42</u>
Totals:	218,083	9,255.45

  
Salvatore Saccoccio Jr.  
City Assessor

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City of Cranston  
2011 Motor Vehicle  
Abatement List

1	43006970	0000068842		00000000	0000000000	00000000	0000000000
	Vehicle 2007	ACUR	VM 212	Vehicle 0000	ID	Vehicle 0000	ID
	ID 2HNYD28427H500669						
	MANGIONE VINCENT L						
	71 PERENNIAL DR						
	Cranston RI 02920						

	Value	Tax	Original	Value	Tax	Original	Value	Tax
Original	25,029	1,364.65	DECEASED			Adjusted Tax:		
Adjusted Tax:		1,023.54	Adjusted Tax:					

For Tax Year: 2011

	Value	Tax	
Original	25029	1364.65	
Adjusted Tax		341.11 on 1 Accounts	
		1023.54	

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City of Cranston  
2012 Motor Vehicle  
Abatement List

1	43006830	000088839	2	48016850	0000124719	00000000	0000000000
Vehicle 2007	ACUR	VM 212	Vehicle 1987	NISS	635471	Vehicle 0000	ID
ID 2HNYD28427H500669			ID JN1EN34S5HM019817				
MANGIONE VINCENT L			RODRIGUEZ LUIS				
17 WILLIAMS WAY			17 GOVERNOR STREET				
Cranston RI 02921			Cranston RI 02920				
Original Value	25,721	Tax 1,249.57	Original Value	92	Tax 40.78	Original Value	
DECEASED		624.81	DECEASED		40.78	Adjusted Tax:	
Adjusted Tax:		624.76	Adjusted Tax:				

For Tax Year: 2012

Original	Value	Tax	Accounts
Original	25813	1290.35	
Adjusted Tax		665.59	on 2
		624.76	

City of Cranston  
2013 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Value	Tax	Notes	
1	31013110	2004	FORD	SA 180	3,585	130.93	DECEASED	
	Adjusted Tax:						65.46	
2	32025480	2003	CHEV	974333	2611	2235.24	STOLEN/SOLD/JUNK/TOTA	
	Adjusted Tax:						2148.59	
3	33022430	2004	TOYT	FS 366	6348	248.19	OUT OF STATE REG	
	Adjusted Tax:						200.72	
4	33037520	1997	FORD	024495	1,526	44.39	DECEASED	
	Adjusted Tax:						44.39	
5	33041980	2007	FORD	HJ 625	14608	1080.26	STOLEN/SOLD/JUNK/TOTA	
	Adjusted Tax:						866.20	
6	34007190	2006	NISSA	791879	2490	151.77	OUT OF STATE REG	
	Adjusted Tax:						138.33	
7	36003160	2009	MAZD	922470	6,570	270.09	STOLEN/SOLD/JUNK/TOT	
	Adjusted Tax:						270.09	
8	43029020	2000	FORD	RM 723	1197	29.58	DECEASED	
	Adjusted Tax:						29.58	
9	43038820	2002	BUIC	TAM	2862	100.24	DECEASED	
	Adjusted Tax:						25.06	
10	44002520	2012	HOND	N 786	16,052	863.02	OUT OF STATE REG	
	Adjusted Tax:						579.22	
11	44003180	2001	FORD	OL 622	1727	52.07	EXEMPTION OMITTED	
	Adjusted Tax:						52.07	
12	46022000	2009	NISS	952047	8168	330.82	OUT OF STATE REG	
	Adjusted Tax:						322.34	

City of Cranston  
2014 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Plate	Owner	Address	City	State	Zip	Value	Tax	Notes
1	31001690	2008	HD		015448	ACCIARDO DANIEL	27 WESTFIELD DR	Cranston	RI	02920	6,257	244.33	
												140.07	Adjusted Tax: 104.26
2	31013100	2004	FORD		SA 180	ANTHONY STEPHEN R	58 SUSAN DR	Cranston	RI	02920	2788	97.10	DECEASED
												97.10	Adjusted Tax: 97.10
3	31015950	2013	HOND		578767	ARNOLD JAMES D	75 BURDICK DR	Cranston	RI	02920	18835	1124.41	EXEMPTION OMITTED
												1124.41	Adjusted Tax: 1124.41
4	32003060	2011	TOYO		530268	BALLAH G KONAH	42 UROUHART ST	CRANSTON	RI	02920	12,950	1,087.53	
												299.66	Adjusted Tax: 787.87
5	32024690	2003	CHEV		974333	BROTHERS ROBERT E	66 SHIRLEY BLVD	CRANSTON	RI	02910	2133	1690.04	
												69.30	Adjusted Tax: 1620.74
6	33020880	2011	MAZD		RK 593	CHASE AUTO FINANCE CORP	900 STEWART AVE	GARDEN CITY	NY	000	4662	64395.96	
												13.50	Adjusted Tax: 64382.46
7	33022550	2004	TOYT		FS 366	CHHAY DYMANG	100 WHIPPLE AVE	Cranston	RI	02920	4,927	187.88	OUT OF STATE REG
												187.88	Adjusted Tax: 392.44
8	33041830	2007	FORD		HJ 625	CRIBARI RAYMOND A	60 JORDAN AVENUE	Cranston	RI	02910	1776	464.46	
												72.02	Adjusted Tax: 392.44
9	33043030	2007	FORD		LX 771	CROWELL SUSAN J	27 METROPOLITAN AVE	CRANSTON	RI	02921	5184	198.79	OUT OF STATE REG
												75.75	Adjusted Tax: 123.04
10	33043440	2010	KIA		DY 855	CRUDDALE WILLIAM J	225 NEW LONDON AVE APT 340	Cranston	RI	02920	12,100	492.30	
												190.80	Adjusted Tax: 301.50
11	34016410	2001	BMW		MJD 77	DESAUTEL MATTHEW J	87 MOUNT VIEW DRIVE	CRANSTON	RI	02920	1104	834.80	
												39.93	Adjusted Tax: 794.87
12	35005130	2002	HOND		557438	ETIENNE CLAUDE	575 DYER AVE APT H 135	Cranston	RI	02920	942	200.53	
												25.02	Adjusted Tax: 175.51

City of Cranston  
2014 Motor Vehicle  
Abatement List

Line	Vehicle ID	Year	Make	Model	Plate	Owner	Address	City	State	Zip	Original Value	Tax	Adjusted Tax
13	43001230	2012	TOYO	QA 920	0000087951	MACHADO JOHN J	23 YOULDEN AVE	CRANSTON	RI	02910	19,250	1,290.86	889.71
14	43009130	2007	TOYT	904685	0000090582	MARCHESSAULT ANNALISA G	963 SEVEN MILE RD	HOPE	RI	02831	8789	351.79	351.79
15	43028800	2000	FORD	RM 723	0000097181	MELUCCI MARY	90 HILLCREST DRIVE	CRANSTON	RI	02921	923	21.68	21.68
16	43035580	2011	Vw	VB 821	0000099335	MISSAKIAN ANAIS A	70 CHISWICK ROAD	CRANSTON	RI	02905	12,200	1,224.24	1,166.18
17	44002410	2012	HOND	N 786	0000103906	NELSON BRIAN P	4 DUTCHESS DR	CRANSTON	RI	02921	14084	581.89	581.89
18	44003050	2001	FORD	OL 622	0000104115	NERI PEARL D	115 SCITUATE VISTA DR APT 611	CRANSTON	RI	02921	1419	39.00	39.00
19	44008170	2010	TOYT	VA 564	0000107324	NUON THUY	20 GROVE AVE	CRANSTON	RI	02910	10,191	416.68	248.17
20	46003385	2009	NISS	OZ 840	0000110604	PALOMBO JR ANTHONY J	1665 CRANSTON ST	CRANSTON	RI	02920	4097	319.71	319.71
21	46025780	2003	FORD	666678	0000118265	POLANCO ELIZABETH	4 CEDAR	CRANSTON	RI	02910	2809	97.99	21.47
22	47000230	2012	JEEP	SQ 111	0000120172	QUATTROMANI SCOTT A	85 CHICORY LANE	CRANSTON	RI	02921	23,475	975.06	975.06
23	48016750	1999	VW	635471	0000125925	RODRIGUEZ LUIS	17 GOVERNOR ST	CRANSTON	RI	02920	979	23.94	23.94
24	50011940	2010	LEXS	975969	0000146923	TOYOTA MOTOR CREDIT CORPORATI	18001 SOUTH WESTERN AVE	TORRANCE	CA	90501	19495	210712.68	210111.61

\*\*\* MECRIABT\_CR.REP \*\*\* Printed 09022014 at 10:41:14 by KARBUR

Page 3

City of Cranston  
2014 Motor Vehicle  
Abatement List

	Value	Tax		Value	Tax		Value	Tax
25	50011940	0000146930	26	53000880	0000153475	00000000	0000000000	
	Vehicle 2010	LEXU		Vehicle 2006	HYUN	Vehicle 0000	ID	
	ID JTHCF5C24A2033383	985980		ID KMHDN46D66U238470	467049			
	TOYOTA MOTOR CREDIT CORPORATI			WALL WILLIAM J				
	19001 SOUTH WESTERN AVE			779 PARK AVE				
	Torrance CA 90501			CRANSTON RI 02910				
Original :	20,505	210,712.68	Original :	1971	73.80	Original :		
STOLEN/SOLD/JUNK/TOT		804.80	EXEMPTION OMITTED		73.80	Adjusted Tax:		
Adjusted Tax:		209,907.88	Adjusted Tax:					

For Tax Year: 2014

	Value	Tax	
Original :	213845	497860.13	
Adjusted Tax :		6832.42	on 26 Accounts
		491027.71	

## -SEPTEMBER 22, 2014-

### TAX INTEREST WAIVER DENIALS [\[click to view\]](#)

On motion by Councilman Aceto, seconded by Council Vice-President Farina, it was voted to approve the above list of Tax Interest Waiver Denials. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

### 8-14-2        **ORDINANCE TRANSFERRING APPROPRIATIONS AND AMENDING THE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30, 2014 (4<sup>th</sup> Quarter Transfers/Supplemental Appropriations) [\[click to view\]](#)**

On motion by Councilman Aceto, seconded by Council Vice-President Farina, it was voted to adopt the above Ordinance.

Under Discussion:

**Mr. Strom** appeared to explain this Ordinance.

**Councilman Stycos** asked Mr. Quinlan to research whether the Mayor has authority to place any surplus money into an account and transfer funds into line items that are short.

**Mr. Strom** stated that after speaking with Council Vice-President Farina and the City Solicitor after the last Finance meeting, he feels that the \$250,000 transfer funds amount is not sufficient and would like to add an additional \$100,000 as a possible amendment. **Councilman Stycos** asked where the \$100,000 was coming from. Mr. Strom stated that it would come from the surplus. **Councilman Stycos** questioned whether the Mayor has the power to take money from the surplus account and put it into reserve accounts and that Attorney Quinlan research this and report back to the Council

**Councilman Aceto** and **Stycos** stated that he would be more comfortable doing this as a separate Ordinance that can be discussed.

**Councilman Farina** stated that we will need to approve any additional monies next month. Mr. Strom stated that this Ordinance doesn't reflect the additional \$100,000. He can come back next month or the auditors can do it as a journal entry.

**Councilman Botts** asked what the amount is that is in the cumulative surplus account. Mr. Strom stated, over \$22 million.

**Council Minority Leader Favicchio** asked Mr. Strom if there are any items he would like to transfer to see contingency funds for. Mr. Strom stated, yes, contingency of another \$250,000 for Police contract negotiations.

Roll call was taken on motion to adopt the above Ordinance and motion passed on a vote of 8-1. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -8. The following being recorded as voting "nay": Council Majority Leader Archetto -1.

### **TEN YEAR INDUSTRIAL TAX INCENTIVE APPLICATION: CADENCE SCIENCE, INC., 2080 PLAINFIELD PIKE [\[click to view\]](#)**

On motion by Council Vice-President Farina, seconded by Council Minority Leader Favicchio, it was voted to approve this Ten Year Industrial Tax Incentive Application.

Under Discussion:

**Lawrence DiBoni**, Director of Economic Development, appeared to speak and asked for passage.

**Council Minority Leader Favicchio** thanked the Administration for their work regarding this. This is a fantastic program, which will be bringing in jobs to the City.

Sep-14

## Waiver of Interest Applications

Page 1

Recommend To Approve:

<u>NAME</u>	<u>ADDRESS</u>	<u>TAX AMT</u>	<u>INTEREST</u>	<u>REASON</u>
Alonso-DelBonis, Marina	35 Cedarwood Dr	\$4,189.08	\$83.79	death
Frank, Thomas & Cynthia	190 Deerfield Rd	1,762.51	\$ 141.00	lostcheck
Reddy, Sabrina	205 Auburn St	937.78	\$112.53	lostcheck

Recommend to Deny

FLS Realty	136 Pomham St	831.82	\$33.26	business
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08-14-2

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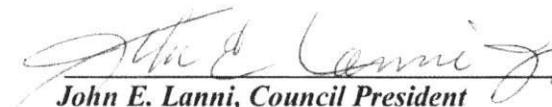
THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
TRANSFERRING APPROPRIATIONS AND AMENDING THE BUDGET FOR  
THE FISCAL YEAR COMMENCING JULY 1, 2013 AND ENDING JUNE 30,  
2014 - (4<sup>th</sup> Quarter Transfers/Supplemental Appropriations)

No. 2014-19

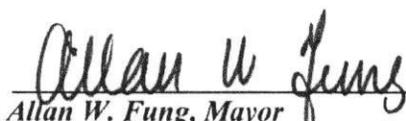
*Passed:*

September 22, 2014

  
John E. Lanni, Council President

*Approved:*

September 24, 2014

  
Allan W. Fung, Mayor

*It is ordained by the City Council of the City of Cranston as follows:*

**SECTION 1:** The following sections of the budget for the fiscal year ending June 30, 2014 are hereby amended to read as follows:

**REVENUES:**

GENERAL REVENUE		
[In Lieu of Taxes-PILOT]		[\$4,937,927]
<u>In Lieu of Taxes-PILOT</u>		<u>\$6,042,927</u>
CITY CLERK REVENUE		
[RI Real Estate Tax]		[\$800,000]
<u>RI Real Estate Tax</u>		<u>\$ 1,050,000</u>

**EXPENDITURES:**

CITY COUNCIL		
[Orders of the Council]		[\$20,000]
<u>Orders of the Council</u>		<u>\$0</u>
DEPT. OF LAW		
[Outside Legal Service]		[\$283,000]

U/Ordinances/4<sup>th</sup> quarter transfers 2014

08-14-2

44	<u>Outside Legal Service</u>	<u>\$853,000</u>
45		
46		
47		
48	CITY CLERK	
49	[RI Real Estate Tax]	[\$348,750]
50	<u>RI Real Estate Tax</u>	<u>\$448,750</u>
51		
52	CITY CONTROLLERS	
53	[Salary Schedule]	[\$309,556]
54	<u>Salary Schedule</u>	<u>\$334,556</u>
55		
56	DIVISION OF ASSESSMENT	
57	[Salary Schedule]	[\$295,031]
58	<u>Salary Schedule</u>	<u>\$305,031</u>
59		
60	DIVISION OF CONTRACTS AND PURCHASING	
61	[Salary Schedule]	[\$115,571]
62	<u>Salary Schedule</u>	<u>\$125,571</u>
63		
64	DIVISION OF INFORMATION TECHNOLOGY	
65	[Salary Schedule]	[\$361,190]
66	<u>Salary Schedule</u>	<u>\$366,190</u>
67		
68	FIRE DEPARTMENT	
69	[Overtime]	[\$3,200,000]
70	<u>Overtime</u>	<u>\$3,350,000</u>
71		
72	PUBLIC WORKS DEPARTMENT	
73	[Lighting Streets]	[\$1,200,000]
74	<u>Lighting Streets</u>	<u>\$1,580,000</u>
75		
76	DIVISION OF HIGHWAY MAINTENANCE	
77	[Snow Removal Vendors/Contractors]	[\$200,000]
78	<u>Snow Removal Vendors/Contractors</u>	<u>\$400,000</u>
79		
80	DIVISION OF ENGINEERING	
81	[Salary Schedule]	[\$262,108]
82	<u>Salary Schedule</u>	<u>\$282,108</u>
83		
84	DIVISION OF REFUSE REMOVAL	
85	[Refuse Removal-Tipping Fee]	[\$968,547]
86	<u>Refuse Removal-Tipping Fee</u>	<u>\$1,048,547</u>
87		

U/Ordinances/4<sup>th</sup> quarter transfers 2014

08-14-2

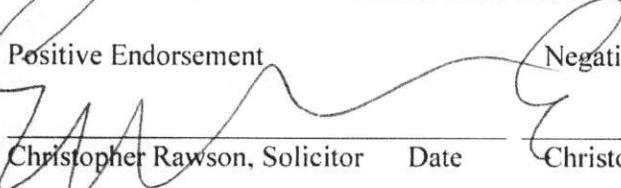
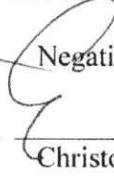
88	FLEET MANAGEMENT	
89	[Gasoline and Oil]	[\$6,000]
90	<u>Gasoline and Oil</u>	<u>\$86,000</u>
91		
92		
93	PARKS AND RECREATION	
94	[Playground Attendant Wages]	[\$120,000]
95	<u>Playground Attendant Wages</u>	<u>\$250,000</u>
96		
97	SENIOR SERVICES-ADMINISTRATION	
98	[Salary Schedule]	[\$121,913]
99	<u>Salary Schedule</u>	<u>\$161,913</u>
100		
101	SENIOR SERVICE-PROGRAMS	
102	[Salary Schedule]	[\$43,706]
103	<u>Salary Schedule</u>	<u>\$48,706</u>
104		
105	SENIOR SERVICES-SOCIAL SERVICES	
106	[Salary Schedule]	[\$108,683]
107	<u>Salary Schedule</u>	<u>\$115,683</u>
108		
109	SENIOR SERVICES-TRANSVAN	
110	[Replacement Vehicles]	[\$ 0]
111	<u>Replacement Vehicles</u>	<u>\$120,000</u>
112		
113	MUNICIPAL INDEBTEDNESS	
114	[Contingency]	[\$536,536]
115	<u>Contingency</u>	<u>\$110,536</u>
116		
117	[Contingency-Labor Contracts]	[\$375,000]
118	<u>Contingency-Labor Contracts</u>	<u>\$ 0</u>
119		
120	[Interest-City Bonds and Interest]	[\$3,438,580]
121	<u>Interest-City Bonds and Interest</u>	<u>\$3,432,580</u>
122		
123	TRANSFERS	
124	[Transfers to Other Funds]	[\$0]
125	<u>Transfers to Other Funds</u>	<u>\$250,000</u>
126		
127	SCHOOL DEPARTMENT-REVENUE	
128	[State of RI-School Aid]	[\$42,881,891]
129	<u>State of RI-School Aid</u>	<u>\$43,025,736</u>
130		
131	SCHOOL DEPARTMENT-EXPENDITURES	

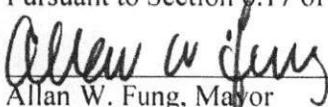
U/Ordinances/4<sup>th</sup> quarter transfers 2014

08-14-2

132	[School Maintenance]	[\$137,469,134]
133	<u>School Maintenance</u>	<u>\$137,612,979</u>
134		
135		
136	CDBG-REVENUES	
137	[Federal Grants]	[\$888,866]
138	<u>Federal Grants</u>	<u>\$1,528,866</u>
139		
140	CDBG-EXENDITURES	
141	[Program Project]	[\$803,447]
142	<u>Program Project</u>	<u>\$1,443,447</u>
143		
144	WIA-JOB DEVELOPMENT	
145	[Other Revenue]	[\$432,889]
146	<u>Other Revenue</u>	<u>\$477,889</u>
147		
148	WIA-JOB DEVELOPMENT	
149	[Salary Schedule]	[\$312,864]
150	<u>Salary Schedule</u>	<u>\$357,864</u>

SECTION 2: This ordinance shall take effect upon its final adoption.

154	Positive Endorsement	Negative Endorsement (attach reasons)
155		
156	_____	_____
157	Christopher Rawson, Solicitor      Date	Christopher Rawson, Solicitor      Date

160 I recommend adoption of the foregoing Ordinance  
 161 Pursuant to Section 6.17 of the City Charter  
 162  9/24/14  
 163 Allan W. Fung, Mayor      Date

167 Fiscal Note  
 168 I hereby certify that it is anticipated that sufficient funds will be available to fund this  
 169 appropriation.  
 170   
 171 Robert F. Strom, Director of Finance

08-14-2

- 176 Sponsored by Mayor Fung
- 177
- 178 Referred to Finance Committee September 11, 2014

Allan W. Fung  
MAYOR



Lawrence J. DiBoni  
DIRECTOR

DIVISION OF ECONOMIC DEVELOPMENT  
CITY HALL  
869 PARK AVENUE  
CRANSTON, RHODE ISLAND 02910

RECEIVED  
AUG 18 AM 11:33  
CITY CLERK  
CRANSTON, RI

**Date:** August 13, 2014

**To:** Members of the City's Finance Committee

**CC:** Mayor Fung, Jerry Cordy, Chris Rawson, Robert Strom

**Ordinance:** Ten Year Industrial Tax Incentive

Dear Members of the City's Finance Committee,

The following information is in support of Cadence Science, Inc. of 2080 Plainfield Pike to take advantage of the Ten Year Industrial Tax Incentive program.

The Ten Year Industrial Tax Phase-In Program is intended for businesses renovating an existing building with a minimum construction cost of greater than two million dollars (\$2,000,000). The Cadence Science renovation consists of a 34,000 SF addition with a cost of \$3,800,000.00. Cadence estimates they will be hiring an additional 150+ new full time employees. This tax incentive is only intended for the increase on assessment of new taxes due to the addition.

Cadence, Inc. is a leading supplier of advanced products, technologies and services to medical, automotive, defense, and industrial companies worldwide. Cadence manufactures the critical elements of the most complex systems in the world, enabling better performance and improved outcomes.

Cadence creates new-to-the-world manufacturing technologies to make complex products the world has never seen. Their unique approach to technology-driven development is called Outcome-based Manufacturing™.

In addition to expertise in medical, automotive, defense, and industrial markets, Cadence also provides:

- Precision products for the Life Science market under the Cadence Science® brand
- High performance Specialty Blades under the Endurium® and Optima® brands

The City of Cranston is committed to attracting and retaining businesses and professional jobs. The Division of Economic Development is in support of the Council granting this Tax Incentive.

**Summary:**

Applicant: Cadence Science, Inc.

Employees: Cadence currently employees 151 fulltime with additional 20 temporary employees.

Building: 43,280 SF Total with an addition of 34,000 SF

Current Taxes: \$98,800.00

Estimated Additional Tax by Tax Assessor: \$35,000.00

Incentive Time Line: The incentive would allow the business to pay taxes on the building in increments of 10% each year for 10 years. The increments would be \$3,500 per year.

**Note: The incentive is based on the evaluation established by the City each year of the phase in and not the first year that it is established.**

**LAWRENCE J. DiBONI**



**DIRECTOR**  
Division of Economic Development



City of Cranston  
869 Park Avenue  
Cranston, RI 02910  
(401) 780-3166  
[ldiboni@cranstonri.org](mailto:ldiboni@cranstonri.org)

Allan W. Fung  
MAYOR



Lawrence DiBoni  
DIRECTOR

DEPARTMENT OF ECONOMIC DEVELOPMENT  
CITY HALL  
869 PARK AVENUE  
CRANSTON, RHODE ISLAND 02910

**Application Requesting**

**TAX INCENTIVE FOR COMMERCIAL OR INDUSTRIALLY ZONED PROPERTY**

1. Name & Address of Applicant: Cadence Science, Inc.  
2080 Plainfield Pike Cranston, RI 02921
2. Location of Property: SAME AS ADDRESS Phone #: 401-942-1031
3. Assessor's Plat and Lot: 36-2 15
4. Name and Address of Occupant of the Proposed Construction (if different from the applicant):  
\_\_\_\_\_
5. Estimated Cost of New Construction: \$ 3,800,000  
(Attach pertinent documentation supporting estimate: contractor agreements, invoices)
6. Describe Proposed New Facility: # of stories 1 #of sq. ft./floors 34,000  
Type of Construction: New construction of additional manufacturing facility  
Proposed Use of Facility: Manufacturing
7. Estimated Cost of Renovation/Expansion: see #5 ABOVE  
(Attach pertinent documentation supporting estimate)
8. Are Alterations/construction permitted under present zoning? Yes  No \_\_\_\_\_
9. Current Number of Employees: 151 Full time and 20 temporary
10. Future Anticipated number of employees: 200+ Full time
11. Are taxes on the property current? Yes

Application must be submitted before the issuance of the Certificate of Occupancy, from the Building Inspector, please forward your completed application to:

Lawrence DiBoni  
Director of Economic Development  
City of Cranston  
869 Park Avenue  
Cranston, RI 02910

*Applications should be submitted two months prior to the issuance of the Certificate of Occupancy for processing and review of the application by City Council.*

It is the understanding of the applicants) that the incentive, if approved, is applicable only for property constructed in commercially or industrially zoned sites, where the new construction or remodeling of existing facilities; that meet the approval of the building inspector, tax assessor, city planner or their designees, and the City Council; that all current and past taxes due by the applicants) must be paid in accordance with the rules set forth by the city ordinance; that the incentive would pertain to only that portion of the assessment attributable to the new construction or renovation of new facilities; that the incentive may be revoked in the event of fraud or misrepresentation by the applicants).

Under penalties of perjury I declare that I have examined this application to the best of my knowledge and belief it is true, correct and complete.

In Witness Whereof, I have hereunto set my hands this

5<sup>th</sup> day of August AD, 2014.

PP. Jami Masari  
Signature of Applicant  
CARL Palermo

Signed before me this 5 day of August AD, 2014 in the State of  
Rhode Island, Providence County, and City of Cranston

Amanda Latak  
Notary Public

My Commission Expires 7/18/16

AMANDA R. LATEK  
NOTARY PUBLIC  
State of Rhode Island  
My Commission Expires July 18, 2016



### Application Requesting Tax Incentive for Commercially or Industrially Zoned Property

Cadence, Inc., headquartered in Staunton, VA, began in 1985 to address the needs of companies who required high performance, razor sharp custom-made cutting blades.

In January 2008, Cadence, Inc. completed the acquisition of Popper and Sons, Inc., which was located in Lincoln, RI, and subsequently changed the name to Cadence Science, Inc. In 2010, Cadence, purchased its current location on Plainfield Pike in Cranston, renovated the space and moved the entire RI operation to its new home.

Cadence is ranked among the top life science companies providing outsourced manufacturing solutions for surgical devices and scientific applications. The Cadence reputation as the market expert for improving product performance comes from a commitment to using innovative fabrication technologies. Our proprietary "sharps" processing technologies enable Cadence to supply the most critical components and complex sub-assemblies for medical devices, scientific, and industrial applications.

**Our mission is simple...We improve patient outcomes.**

We do this by providing leading life science companies with highly technical solutions for new medical technologies and enabling improved product performance in clearly measurable ways.

We know that "patients" are not strangers in a far away hospital. Patients are people we know and love... a brother, or sister, or aging parent. We also know that WE are patients and our products will likely be used on *us* one day.

The markets for life sciences and surgical devices are evolving quickly into defined areas of specialties. Our technical expertise has found strong roots in improving the functional performance of surgical devices and other applications in the following markets: drug delivery, general surgery, cardiovascular, endoscopic, ophthalmic, neurology, orthopedic and several others. Cadence serves more than 1,000 companies in these markets, including customers in all 50 states and 46 other countries.

Cadence's Cranston facility currently has more than 150 full time employees, twenty temporary employees and several interns. In connection with the expansion of its Cranston facility, Cadence expects continued growth and plans to have over 200 full time employees within the next three to five years.

Virginia Headquarters  
9 Technology Drive  
Staunton, VA 24401  
tel: 540-248-2200  
fax: 540-248-4400

Rhode Island Facility  
2080 Plainfield Pike  
Cranston, RI 02921  
tel: 401-942-1031  
fax: 401-944-0150

Pennsylvania Facility  
250 W. Kensing Dr. STE 400  
Cranberry Township, PA 16066  
tel: 724-772-4700  
fax: 724-772-4702

In addition to over 100 manufacturing jobs, Cadence's Cranston facility provides dozens of professional and managerial positions in such areas as: engineering, sales, information systems, finance and administration. Cadence also offers a full benefits package that includes medical insurance, dental insurance, disability and life insurance. Other benefits include paid holidays and vacation days, tuition reimbursement, a 401(k) plan with company match, a company-wide incentive plan and stock purchase options.

By expanding its existing work force with quality jobs and superior benefits, Cadence provides Cranston with another example of how the private sector can work with local government to attract and retain growing businesses. Beyond generating additional tax revenue for the City, Cadence is located in a prominent space in a high traffic area of Plainfield Pike. This provides significant visibility and helps promote the City as a thriving, business friendly community.

## -SEPTEMBER 22, 2014-

Roll call was taken on motion to approve this Tax Incentive Application and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

### **ADVICE AND CONSENT ON THE APPOINTMENT OF LT. COL. MICHAEL J. WINQUIST AS CHIEF OF POLICE. (Recommendation of approval)**

On motion by Council Majority Leader Archetto, seconded by Councilman Aceto, it was voted to approve the Advice and Consent of the appointment of Lt. Col. Michael J. Winqvist as Chief of Police.

#### Under Discussion:

**Mr. Cordy** explained the selection process and gave background of Lt. Col. Winqvist.

**Lt. Col. Winqvist** appeared to speak and stated that from his understanding, he would be the first outside Chief in the City since the inception of the City of Cranston in 1910. He also stated that he is honored to be considered for this position.

**Council President Lanni** thanked Lt. Col. Winqvist for applying and welcomed him to the City of Cranston and wished him well.

Roll call was taken on motion to approve the Advice and Consent of the appointment of Lt. Col. Michael J. Winqvist as Chief of Police and motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

### CLAIMS COMMITTEE (Councilwoman Sarah Kales Lee, Chair)

**REPORT OF SETTLED CLAIMS (Informational purposes only):** Nelia J. Charlton \$174.86 vehicle damage; John McCarthy \$62.04 vehicle damage.

No action needed.

### **V. PUBLIC HEARINGS** (open to any matters)

**Richard Tomlins**, 400 Farmington Ave., appeared to speak.

### **VI. ELECTION OF CITY OFFICIALS**

#### **CRANSTON PUBLIC LIBRARY BOARD OF TRUSTEES:**

**FRED RAISNER, member re-appointment. Term to expire: Oct. 22, 2017**  
**Sponsored by Council President Lanni and Councilman Stycos**

On motion by Council Vice-President Farina, seconded by Councilman Santamaria, it was voted to approve the re-appointment of Fred Raisner as a member of the Library Board of Trustees. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**-SEPTEMBER 22, 2014-****BUILDING APPEALS BOARD:**

**LOUIS P. PETRUCCI, JR. - Electrician Re-appointment term to expire: Sept. 22, 2017. Sponsored by Councilman Santamaria, Jr.**

On motion by Councilman Santamaria, seconded by Council Minority Leader Favicchio, it was voted to approve the re-appointment of Louis P. Petrucci, Jr. as a member of the Building Appeals Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**TAX ASSESSMENT BOARD OF REVIEW:**

**STEPHANIE SOSCIA, Second Alternate (correction of last month's docket which listed Zoning Board of Review)**

On motion by Council Minority Leader Favicchio, seconded by Councilwoman Lee, it was voted to approve the appointment of Stephanie Soscia as a member of the Tax Assessment Board of Review. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**JUVENILE HEARING BOARD:**

**VINCENT TURCHETTA, Member re-appointment. Term expires Dec. 1, 2017**

On motion by Council Minority Leader Favicchio, seconded by Councilwoman Lee, it was voted to approve the re-appointment of Vincent Turchetta as a member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**RE-APPOINTMENT OF ALTERNATES – terms to expire Dec. 1, 2015**

- **JUDITH FOX, Sponsored by Councilman Stycos**

On motion by Councilman Santamaria, seconded by Council Vice-President Farina, it was voted to approve the re-appointment of Judith Fox as an Alternate member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

- **KRISTEN HAROIAN, Sponsored by Council Vice-President Farina**

On motion by Councilman Botts, seconded by Council Minority Leader Favicchio, it was voted to approve the re-appointment of Kristen Haroian as an Alternate member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

- **PAMELA SCHIFF, Sponsored by Council Vice-President Farina**

On motion by Councilwoman Lee, seconded by Councilman Aceto, it was voted to approve the re-appointment of Pamela Schiff as an Alternate member of the Juvenile Hearing Board. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

## -SEPTEMBER 22, 2014-

### VII. REPORT OF CITY OFFICERS

None.

### VIII. EXECUTIVE COMMUNICATIONS

#### REPORT ON HIRING OF SPECIAL COUNSEL, CONSULTANTS, ETC., PURSUANT TO CHARTER SECTION 15.05

None.

#### REQUEST TO BE CONTINUED IN SERVICE PRIVATE KEVIN CULLINAN, CRANSTON FIRE DEPARTMENT

**Mr. Cordy** appeared to speak.

On motion by Councilman Botts, seconded by Councilwoman Lee, it was voted to approve the above request. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

#### REQUEST TO BE CONTINUED IN SERVICE LT. DEAN BROCKWAY, CRANSTON FIRE DEPARTMENT

**Mr. Cordy** appeared to speak.

On motion by Council Vice-President Farina, seconded by Councilman Aceto, it was voted to approve the above request. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

### IX. COUNCIL PRESIDENT COMMUNICATIONS

**Council President Lanni** stated that according to Wall Street Journal, the City of Cranston was ranked 35<sup>th</sup> best City to live in. He found this fascinating. The only thing that bothered him was the unemployment rate for Cranston was listed as 9.5%, higher than the State and higher than national average. He questioned how this can be since the Mayor has stated that he created 1,000 new jobs in the City.

### X. COUNCIL MEMBER COMMUNICATIONS

#### COUNCILMAN STYCOS:

- *Status of \$100,000 sidewalk capital project*

**Mr. Mason** stated that a Resolution was passed by previous Council, but there has been no formalization of cost share program.

**Councilman Stycos** stated that at the last Finance Committee meeting, Mr. Mason stated his suggested approach.

**Councilman Aceto** stated that he believes there is an Ordinance on the books on the 50/50 program. The Traficante Administration was the last time this program was used.

**Councilman Stycos** stated that the City Engineer, Mr. Capezza, spoke regarding this issue at one of the meetings and stated that this program did not work very well.

- *Status of rat program*

**Mr. Mason** stated that in the middle of August, the City did have a backlog. With the additional appropriation, which the Council approved, the City hired a private contractor to help. At this time, we have a week backlog. We have four additional employees who were trained to help the Rodent Control Officer. They mostly are trained for re-baiting. Initial baiting is done by the Rodent Control Officer. He indicated that it may take 6-12 months to see if the new trash pickup program with the new bins will reduce the rodent problem in the City.

**COUNCILMAN SANTAMARIA:**

- *81 Midvale Ave.*

**Councilman Santamaria** asked that this item be placed on the Public Works Committee Agenda for October.

- *CDBG funds – list of streets to be paved*

**Councilman Santamaria** stated that at one of the previous meetings, Mr. Lopez stated that this was not coming out until October. He asked if this is still the case. Mr. Mason stated that there are no CDBG streets that would be paved in Ward 5. Most of them are in Ward 3.

**COUNCILMAN BOTTS:**

- *Garden St. flooding and engineering report update*

**Mr. Mason** stated that this report is finished and the City will be reaching out to the constituents and a meeting will be held with them.

- *Rolfe Sq. crosswalk/missing bricks repair update*

**Mr. Mason** stated that they are short handed in Masons. This will be addressed as soon as possible.

- *Ward 2 paving update*

**Mr. Mason** stated that 18 sections of streets have been paved this year. The fourth phase will be starting in the next few weeks. This is mainly CDBG streets.

- *Commend public works for quick response regarding various issues reported in.*

No discussion.

**COUNCILMAN ARCHETTO:**

- *Waste Management*

**Council Majority Leader Archetto** stated that he would like the Administration to look into the City of Fall River's Waste Management contract in regards to the fee for extra bins.

- *Senator McCaskill of St. Louis legislation on Police matters*

**Council Majority Leader Archetto** stated that he will address this issue at next month's meeting.

**-SEPTEMBER 22, 2014-**

- *Speeding on residential streets due to roadwork*

**Council Majority Leader Archetto** asked that the Administration contact the Police Department to have the Police patrol these areas more when major arteries are under construction.

- *Roland Court*

**Council Majority Leader Archetto** stated that residents are stating that their yard waste has not been picked up in a few weeks. Mr. Mason stated that Waste Management has been contacted and will pick their yard waste on time going forward.

- *Streets prone to flooding*

**Council Majority Leader Archetto** stated that at the last Ordinance Committee meeting, he asked for a list of streets flooded the most during the last rainstorm. He has not received this list. Mr. Mason stated that he has done this and will forward it to him.

**COUNCILMAN FAVICCHIO:**

- *Status report on 15 Capuano Drive*

**Council Minority Leader Favicchio** stated that a lien was placed by the Building Inspector, Mr. Pikul, on this property in February, 2012 and was recorded in June. This property is owned by GMAC. We need to push this since this property has been boarded up for a few years now.

**Mr. Barone** stated that he spoke to Mr. Pikul and he stated that he will start process for a condemnation suit.

**Councilman Santamaria** asked that this issue be placed on the Public Works Committee agenda.

**Councilman Botts** asked if the Council can be provided with a monthly report of homes cited by the Building Inspector of minimum housing violations. Mr. Cordy stated that this can be done. Councilman Aceto asked that this monthly report be placed on the Public Works Agenda.

- *Planting of trees on Poplar Dr.*

**Council Minority Leader Favicchio** asked what the chances are of having trees planted on Poplar Dr. He also indicated that this is a strip of land. Mr. Barone stated that the agreement with RI Tree Council is in the process of being signed for 42 trees. There is a list of properties that would get those trees first and if there are any left over, we will advertise for them. His understanding was these trees were to be planted on residential properties, single-family occupied homes.

**Council Minority Leader Favicchio** stated that he will follow-up with the Administration and the developer.

**COUNCIL VICE-PRESIDENT FARINA:**

- *Trash pickup*

**Council Vice-President Farina** stated that at prior meetings, the following were suggested to address bulk trash pickup:

- Placing a dumpster at the Highway Garage
- Having an amnesty day or extra pickup on holiday

He asked what the status is on this. Mr. Barone stated that we are in the last phase of free bulk waste pickup period and we will then have final cost from Waste Management. Mr. Mason stated that placing a dumpster at the Highway Garage would make us a transfer station, which would cause licensing issues with D.E.M.

**Councilman Santamaria** stated that we need to come up with some sort of plan to address the bulk trash, such as mattresses, that is left on the curb. Mr. Mason stated that this is what the City Recycling Coordinator, who started today, will be doing. He will be advising people that it is their responsibility to remove those items from the curb. He also stressed that education is the key. He indicated that there was a full ad in last week's Herald advising residents about the trash program and we will be targeting problem areas with mailers.

- *Mollie Dr.*

**Council Vice-President Farina** asked where Mollie Dr. is on the paving list.

**COUNCILMAN ACETO:**

- *985 Pippin Orchard Rd.*

**Councilman Aceto** stated that a constituent at this address called him and advised him that last week was their bulk pickup and no one picked up the bulk waste at this address. Mr. Barone stated that he will check into this.

- *Cambio Court*

**Councilman Aceto** asked that the Administration notify him where this street stands on the paving list.

**XI. OLD BUSINESS**

None.

**XII. INTRODUCTION OF NEW BUSINESS\***

\*(for informational purposes. All new business is referred to Committee for public hearing)

- 9-14-01      **ORDINANCE IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'MOTOR VEHICLES AND TRAFFIC' (No Parking Yeoman Ave.).** [\[click to view\]](#)
- 9-14-02      **ORDINANCE RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT (Teachers' Unit – Fiscal Years 2014-2017).** [\[click to view\]](#)
- 9-14-03      **ORDINANCE RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT (Teacher Assistant/Bus Aides Unit – Fiscal Years 2014-2017).** [\[click to view\]](#)
- 9-14-04      **ORDINANCE RATIFYING THE SCHOOL COMMITTEE'S COLLECTIVE BARGAINING AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL 1704, AFT (Technical Assistants Unit – Fiscal Years 2014-2017).** [\[click to view\]](#)
- 9-14-05      **ORDINANCE AUTHORIZING THE CITY OF CRANSTON TO FORMALLY ESTABLISH A DRAINAGE EASEMENT BETWEEN THE CITY OF CRANSTON AND PONTIAC RECLAMATION, LP (Commonly known as the "Cranston Sanitary Landfill).** [\[click to view\]](#)

9-14-01

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
IN AMENDMENT OF TITLE 10, CHAPTER 32 OF THE CODE OF THE CITY  
OF CRANSTON, 2005, ENTITLED "MOTOR VEHICLES AND TRAFFIC"  
(No Parking Yeoman Avenue)

No.

*Passed:*

\_\_\_\_\_  
John E. Lanni, Jr., Council President

*Approved:*

\_\_\_\_\_  
Allan W. Fung, Mayor

*It is ordained by the City Council of the City of Cranston as follows:*

**Section 1.** Chapter 10.32, Section .240 entitled "No Parking on certain streets - Generally" is hereby amended by adding the following:

Yeoman Avenue, both sides, for a distance of 200' from its intersection with Plainfield Pike.

**Section 2.** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_

\_\_\_\_\_

Christopher Rawson, City Solicitor Date

Christopher Rawson, City Solicitor Date

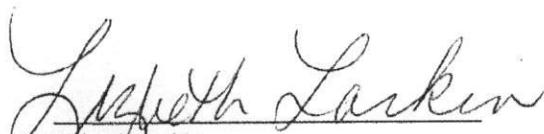
Refer to Ordinance Committee October 16, 2014

Sponsored by: Councilman Santamaria

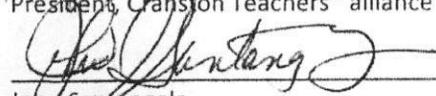


**Cranston Teachers' Alliance / Cranston School Committee**  
**Tentative Agreement**  
August 20, 2014

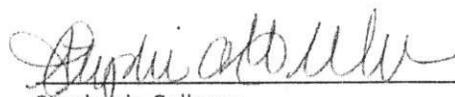
Subject to ratification by the parties, the current collective bargaining agreement is extended with the following modifications as set forth in the Master Agreement attached hereto.



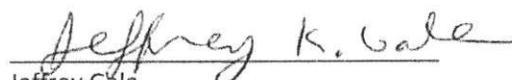
Lizbeth Larkin  
President, Cranston Teachers' alliance



John Santangelo  
Vice-President, Cranston Teachers' Alliance



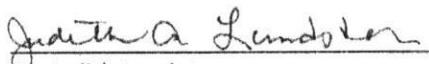
Stephanie Culhane  
Cranston School Committee



Jeffrey Gale  
Cranston School Committee



Janice Ruggieri  
Cranston School Committee



Dr. Judith Lundsten  
Superintendent, Cranston Public Schools

**MASTER AGREEMENT**

**BETWEEN THE**

**CRANSTON SCHOOL COMMITTEE**

**AND THE**

**CRANSTON TEACHERS' ALLIANCE**

**LOCAL 1704, AFT**

September 1, 2014~~1~~  
to To  
August 31, 2017~~3~~

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

Title IX Coordinator for Employment

Raymond L. Votto, Jr.  
Chief Operating Officer

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Appendix C.....

Appendix D.....

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**CRANSTON SCHOOL COMMITTEE**

Andrea Iannazzi, Chairperson  
Stephanie Culhane  
Jeff Gale  
~~Frank Lombardi~~  
Paula McFarland  
Janice Ruggieri  
~~Steven Styeos~~  
Trent Colford  
Michael Traficante

**NEGOTIATIONS COMMITTEE**

Dr. Judith Lundsten~~Peter Nero~~, Superintendent  
Jeanine Nota-Masse~~Judith Lundsten~~, Assistant Superintendent  
Joseph Balducci, Chief Financial Officer  
Raymond L. Votto, Jr., Chief Operating Officer

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**CRANSTON TEACHERS' ALLIANCE  
LOCAL 1704, AFT**

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

**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 ten-month psychologists, occupational therapists, teachers of the hearing impaired, teachers of the vision impaired, including such personnel who are on approved leave of absence but excluding per diem teachers.

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

The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Alliance in the negotiating unit as defined above. Unless otherwise noted herein, secondary schools 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, non-privileged information as will assist the Alliance to develop accurate and informed proposals concerning hours, salary, working conditions and all other terms and conditions of professional employment for all teachers in the negotiating unit. It is further agreed that the Committee will have up to 30 school days to respond to such Alliance requests, and that the Committee may, at its option, fulfill such requests either by written response to the Alliance or by making pertinent records available to an Alliance representative in Committee offices. In case the Committee exercises the latter option, the Alliance representative may not remove any Committee record from the Committee's offices without the written consent of the Committee.

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

#### B. Use of School Facilities

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

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

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

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

#### 3. Use of Telephones

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

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

#### D. Released Time

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~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.~~

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

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

~~DM. 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.~~

~~H. 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 non-tenure teacher shall not be the subject of grievance or arbitration under this Article.

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

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

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

#### B. Purpose

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

#### C. General Procedure

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

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

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

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

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

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

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

#### D. Initiation and Processing

##### I. Level One

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

## 2. Level Two

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

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

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

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

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

## 3. Level Three

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

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

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

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

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

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

#### 5. Initiation of Special Types of Grievances

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

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

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

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

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

#### 6. Arbitration

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

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

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

above. The notice shall include a statement setting forth precisely the issue to be decided by the arbitrator and the specific provision of the agreement involved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE VII EMPLOYMENT STANDARDS

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

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

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

D. Following the teacher assignment process, a Any teacher working less than full time, who receives at least a proficient or effective rating on the Professional Practice portion of their evaluation, 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 January 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.

A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the administration may expand the program to other buildings in the district.

#### 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 thirty-five minutes at the elementary level and six hours and fifty minutes for all others. Effective for the 2015-2016 school year, the length of the elementary teacher school day shall be six hours and forty-five minutes.

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

- a. Eleven (11) building meetings per year, called by the school principal, not to exceed one (1) hour in duration.
- b. Two (2) professional development meetings called by the Administration not to exceed two hours in duration. The Administration may schedule groups of teachers from different schools with the same dismissal time to attend said meetings. The meeting shall start within twenty (20) minutes of the end of the teachers' normal work day. Attendance at these meetings shall be subject to the professional development requirements provided in Article VIII Section U and compensated accordingly.
- c. Five (5) secondary school meetings per year, up to one hour in duration, curriculum, in-service, or other meetings called by department chairs, program supervisors or building administrators.
- d. Elementary principals may call up to four meetings (one per quarter) for curriculum based or school based professional development initiatives. Commencing in 2015-2016 school year, these meetings will no longer be required.

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

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

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

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

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

- a. Thirty (30) class periods
- b. One (1) daily unassigned period
- c. Five (5) administrative periods
- d. Teachers scheduled to teach inclusion classes will be relieved of one administrative period per cycle to provide additional common planning time organized around improvement of student learning

- e. Additional time for personalization periods as determined by a majority vote of the faculty at each school.
- f. ~~Commencing in the 2011-2012 school year, 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. For the 2014-2015 school year, these meetings will begin as soon as the student day ends. These meetings will begin as soon as the teacher student day ends, starting in the 2015-2016 school year. Beginning in the 2015 - 2016 school year, 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.~~

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

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

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

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

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

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

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

d. Effective in the 2015-2016 school year, for elementary teachers, the normal instructional cycle based on the 35-minute itinerant educator periods will include:

One (1) daily unassigned period

One (1) weekly common planning time

One (1) daily thirty (30) minute lunch period

Fifteen (15) minutes before school non-instructional time (in Title I schools, the teacher will be responsible to supervise the Breakfast in the Classroom Program)

Fifteen (15) minutes after school non-instructional time

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~~e. Commencing in the 2011-12 school year, elementary teachers shall be scheduled to participate in one sixty (60) minute period of common planning time meeting per week excluding weeks in which teachers are scheduled to attend meetings pursuant to Article VIII, Section B.1 only for the 2014 - 2015 school year. These meetings will begin as soon as the teacher-student day ends. Attendance at common planning time activities is mandatory unless excused by the building principal.~~

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

6. Notwithstanding other language in this agreement to the contrary, each elementary classroom teacher shall receive at least ten (10) ~~thirty-five~~ minute time blocks during a ten day cycle, excepting art which shall be forty ~~(40) thirty-five (35) minutes, beginning in the 2015-2016 school year.~~

7. Effective in the 2014-2015 school year, 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. When a regularly assigned teacher is absent, other regularly assigned teachers shall not be assigned to cover classes of absent teachers unless qualified substitute teachers are not available. Teachers shall not be required to cover more than one class at a time for the entire school day, but this shall not be construed to affect the teaching of classes which include pupils from more than one grade.

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

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

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

2. Student supervision at the elementary level beyond that required in G2 above shall be compensated at the rate of \$42.00 for each additional period or minimum block of thirty (30) minutes. ~~Effective in the 2015-2016 school year, the reimbursement rate shall increase to \$49.00.~~ Student supervision at the secondary level beyond that required in G1 shall be compensated at the rate of \$70.00 for each additional period. In the secondary schools, a list of volunteers to assume such coverage shall be established. This list shall first be exhausted before any involuntary coverage is assigned. Any involuntary assignments made under this article shall be on a rotating basis and in inverse order of seniority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. The following positions shall carry compensation as indicated.

#### High School

12 <sup>th</sup> Grade Adviser	\$2,500
11 <sup>th</sup> Grade Adviser	2,500
10 <sup>th</sup> Grade Adviser	2,500
9 <sup>th</sup> Grade Adviser	2,500
Academic Decathlon Adviser	2,000
AVA Coordinator	2,000
Cheerleader Adviser (per sport)	2,000
Community Service Club	2,000
Computer Team Adviser	2,000
Computer Technician	2,000
Debate Team Adviser	2,000
DECA Adviser	1,000
Emerald Encore	1,500

Environmental Action Club	2,000
Fiscal Manager	3,500
Future Business Leaders of America	1,000
Gifted Project Adviser	2,000
Green & White/Red & Gray	2,000
JROTC Drill Team	2,000
Color Guard	2,000
Air Rifle Team	2,000
Raider Team	2,000
Leaders in the Community	1,000
Literary Magazine Adviser	2,000
Majorette Adviser	1,000
Math Team Adviser, Senior High	2,000
Mock Trial Adviser	2,000
Newspaper Adviser	2,000
Ocean Bowl	2,000
Odyssey of the Mind	2,000
Project Respect	2,000
Peers As Leaders	500
Science Olympiad	2,000
Student Council Adviser (2)	1,800
VICA Adviser	2,000
Web Page Club	2,000
Westernettes/Falconettes	1,500
Yearbook Adviser(s)	3,000

**Middle School**

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

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

1. Commencing in the 2014-2015 school year, each school's allotment for extracurricular activities shall increase by 10% of the current allotment, for distribution by the building principal.

2. Annual posting of extracurricular activities held by non-CTA members will begin starting in the 2015-2016 school year.

3. A joint committee to review and revise the listing of extracurricular activities and to develop job descriptions for such activities will be formed in the 2014-2015 school year.

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

U. A professional development program will be provided through a ~~Professional Development Institute~~ 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 E of the Master Agreement. Teachers serving as instructors will be paid an additional ten (10) dollars per hour. Commencing in the 2015-2016 school year, 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 those sessions they lead.

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

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

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

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

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

Number of hours per year	Stipend
5-10	\$100 <u>200</u>
11-20	\$200 <u>300</u>
21-35	\$300 <u>400</u>
36+	\$400 <u>500</u>

#### ARTICLE IX CLASS SIZE

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

Any elementary teacher in grades Kindergarten through Grade 3 who is assigned 26 or more students, any elementary teacher in Grades 4 and ~~5~~ through 6 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:

I. Elementary teachers' compensation shall be determined by dividing the top step of the salary scale plus a Master's Degree increment by 180 days, dividing that daily rate by the class maximum, multiplying that dollar

amount by the number of students over the maximum, multiplied by the number of days that the maximum has been exceeded.

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

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

#### ARTICLE X TEXTBOOKS AND SUPPLIES

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

The consultation procedure shall be as follows:

1. The teacher affected shall be notified of the proposed change in textbooks.
  2. The teacher affected shall be given an opportunity to inspect any textbooks being considered for adoption prior to Section A.3 below.
  3. The administration shall provide an opportunity for all teachers affected to provide written input to the Superintendent or his/her designee regarding the proposed change or selection.
  4. The Alliance shall be notified at least two (2) weeks prior to the consultation meetings set forth in A.3 above.
- B. The Committee agrees to make a good faith effort to provide sufficient teaching equipment and supplies in the school system.

#### ARTICLE XI PROTECTION

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

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

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

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

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

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

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

#### ARTICLE XII TEACHER FACILITIES

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

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

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

#### ARTICLE XIII TEACHER'S FILES

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE XIV TEACHING SCHEDULES

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

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

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

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

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

a. 0-8 teachers- maximum of 4 classes

b. 9-14 teachers- maximum of 3 classes

c. 15 or more teachers- maximum of 2 classes

~~d. Teachers who are department chairs and program supervisors shall be scheduled to teach no more than two (2) classes.~~

d. Department chairs will be responsible to review and approve all virtual learning curriculum as well as be assigned as the teacher of record for those high school students who partake in virtual coursework.

e. Teachers who are both department chair and program supervisor must relinquish one of those positions starting in the 2015-2016 school year.

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

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

a. City-Wide K-12

\*Departments with less than 10 FTE – 60% or 3 classes (Psychology, Occupational Therapy)

\*Departments with greater than 10 FTE - 40% or 2 classes (Art, Music, ~~ELL, FFL~~ reflective 2015-2016 school year ~~ELL, shall be eliminated~~), Health/Nursing, Speech Language, Social Work, Guidance, Psychology)

b. City-Wide 7-12- academic content areas 60% or 3 classes (Social Studies, Science, and World Languages, ~~this eliminating Business and Family and Consumer Science~~ Business, Family/Consumer Science, Technology Education) ~~Effective 2015-2016 school year Business and Family/Consumer Science~~ *positions will be eliminated*

c. Academic Content Areas – 60% or 3 classes (English/Language Arts, Mathematics, and Technology in the 2014-2015 school year, will become full-time Program Supervisor positions Social Studies, Science, World Languages)

e. Program Supervisors 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.

2. A joint committee, comprised of three members from administration, three members from the Alliance and the Superintendent or his/her designee, will be formed in the 2014-2015 school year to revise/develop job descriptions and a non-RIDJ affiliated evaluation instrument for department chairs and program supervisors. The department chair/program supervisor evaluation will be implemented in the 2015-2016 school year.

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.

G. Commencing in the 2015-2016 school year, 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. Recommendation for a content leader position shall be made by the Superintendent from among the top three applicants unless he/she decides to make no recommendation from such applicants.

(THIS IS SUBJECT TO APPROVAL OF THE CONTENT LEADER JOB DESCRIPTION BY THE ADMINISTRATION.)

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

ARTICLE XV  
SENIORITY - STAFF

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

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

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

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

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

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

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

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

#### B. Staff Reduction

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

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

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

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

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 "jamboree teacher assignment process" will be held for the purpose of job selection and transfer. All teachers will be eligible to select a position participate in descending order of seniority.
  - a. In advance of the jamboree 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.
 

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

2. ~~2-a.~~ No selection into a different area of certification will be honored under this procedure if the effect of which is to block the recall of a teacher from the suspension list.  
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. ~~2-~~The Superintendent or his/her designee shall review all teacher assignments within two week days, 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 3 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.

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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.

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

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7. 4. In the event that a vacancy occurs or a new position is created after the completion of the voluntary round of the Jamboree 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 personnel office. The official posting shall be in the Sunday edition of the Providence Journal 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 Jamboree Teacher assignment process-process shall remain in full force and effect.

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

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

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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.

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10. 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 for the Professional Practice portion of the formal teacher evaluation instrument.

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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.

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

**ARTICLE XVII  
PROMOTIONS**

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

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

1. A notice shall be posted in every school building and emailed to the faculty at the district email address only, clearly setting forth a description of, and the qualifications for, the positions, including duties and salary.

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

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

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

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

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

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

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

**ARTICLE XVIII  
TEACHER EVALUATION**

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

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1. Any teacher who obtains or earns a rating of Highly Effective shall, subsequent to such evaluation, be evaluated every three 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 two 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 anytime, shall be handled in accordance with district personnel policies and negotiated collective bargaining agreements.

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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.

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.

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

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

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.

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

**ARTICLE XIX  
LONG TERM LEAVES OF ABSENCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Subject to the following conditions, tenured teachers shall be granted leave of absence without compensation including but not limited to medical and dental insurance coverage to run for or serve in elective political office:
- Such leave shall be requested at least 60 calendar days prior to the semester for which leave is requested.
  - Such leave shall be for a full semester or full year unless otherwise mutually agreed in writing.
  - Return from such leave may be postponed by the Committee until the beginning of the semester following expiration of the leave.
  - Leave under this section shall be limited to two school years.

#### C. Sabbatical Leave

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

#### D. Teacher-Exchange Program

- The Committee recognizes that Teacher-Exchange Programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports such programs and will authorize participation to the extent that it facilitates the best education possible for Cranston students.
- Teachers who wish to participate in the exchange program shall observe the following:
  - Written request shall be made to the principal and Superintendent for approval to apply.
  - Written approval by the Superintendent will be considered binding, providing an acceptable exchange replacement is found.
  - In the event the exchange teacher does not fulfill an acceptable teaching standard in the Cranston Public Schools, a vigorous effort will be made to secure a satisfactory full-time substitute to complete the "exchange year." The exchange teacher then will be scheduled in other ways to benefit the educational program.

#### E. Annual Salary Defined

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

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

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

#### ARTICLE XX SHORT TERM LEAVES OF ABSENCE

##### A. General Policies

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

##### B. Leaves with Compensation

1. Short Term Military Leave
  - a. The Committee may grant upon recommendation of the Superintendent a leave of absence for limited military training to a member of a reserve component of the Armed Forces of the United States.
  - b. The length of the leave of absence for limited training will not exceed standards established by federal or state regulations for training activities required for maintaining standing in the reserve component of the Armed Forces.
  - c. The Committee agrees to compensate the teachers for up to a maximum of ten (10) school days in any one school year for the difference between the teacher's daily military pay and daily school pay. However, when proof of necessary absence beyond ten (10) days is provided to the Committee; a teacher may be granted up to fifteen (15) days for military leave. Daily military pay shall be defined as all pay and allowances excluding only travel allowances; daily school pay shall be defined as  $1/n$  of the teacher's annual pay including all increments ( $n$  equals

the number of work days in the current school year). The teacher's salary will be paid for the period of leave at such time as the Committee may determine the amount due which will be computed when official military pay vouchers are submitted by the teacher.

d. In the event the required annual limited training period is extended beyond ten (10) school days or subsequent or emergency call-ups occur, be they state or federal, the employee may be granted leave without pay for any such additional time necessary.

e. In the event the limited training service is requested by the employee but not required by military authorities, the teacher may be granted leave without pay if operating requirements of the school department permit.

f. It is understood that the Committee's obligation under this Article is limited to days of training which must be served by the teacher on days when schools are in session. Teachers must present satisfactory evidence that their military obligation cannot be satisfied in full or in part on days when schools are not in session.

#### 2. Short Term Professional Leave

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

#### 3. Religious Observance

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

#### 4. Legal Matters

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

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

#### 5. Personal Reasons

Short term leave for personal reasons, not to exceed two (2) days, may be granted for such matters as conducting business arrangements which teachers cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the appropriate substitute call secretary. No 1/2 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. This provision shall be effective from the 2008-2009 school year.

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

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#### 7. Bereavement Leave

- a. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, father-in-law, son-in-law, daughter-in-law, mother-in-law, 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, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed 3 calendar days.
- c. In case of death of a niece or nephew, a regular teacher may be absent for a period of mourning, including the day of the funeral, not to exceed two (2) calendar days.
- d. In the case of death of relatives by marriage or blood relatives not listed in Paragraph 7-a, b, c, above, teachers will be allowed the day of the funeral without loss of pay.

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

A. Workers compensation benefits shall be provided for members of the unit. Teachers will be allowed to apply a pro-rated portion of their long term sick leave pursuant to Article XVIII (calculated at a rate of 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  
NON-TEACHING DUTIES**

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

1. Except for nurse-teachers, special education teachers, physical education teachers, and other personnel with professional responsibilities directly related to health services, teachers shall not be required to administer eye or ear examinations but may be required to assist in the administration thereof.
2. Except in cases of emergency, elementary teachers shall not be required to perform the following nonprofessional duties; however, they will retain the responsibility in an on-call capacity:
  - a. Supervision of playgrounds and lunchrooms.
3. The following factors will be considered in the assignment of teacher assistants to perform nonprofessional functions:

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

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

#### ARTICLE XXIII SUBSTITUTE TEACHERS

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

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

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

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

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

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

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

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

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

#### ARTICLE XXV INSURANCE

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

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For the 2014-2015 school year only, the annual cost-share for any teacher that has family coverage, shall be reduced by from \$3704.76 to \$3004.76

For the 2014-2015 school year only, the annual cost-share for any teacher that has individual coverage, shall be reduced by from \$1412.26 to \$1142.26

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

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

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

D. The Committee shall provide individual or family plan dental insurance. The dental plan for those employees will be those benefits in effect at the signing of this Agreement. The annual maximum dental coverage will be \$1,500 per person and the orthodontic rider lifetime maximum will be \$1,500 per person. ~~Effective at the beginning of the 2011-2012 school year.~~ The amount of the premium cost-share paid by teachers shall be twenty (20%) percent. ~~Effective in the beginning of the 2011-2012 school year.~~ 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 be employed for at least ten (10) years and must retire from the Cranston Public Schools to be eligible to collect benefits under this clause.
4. A teacher retiring from the Cranston Public Schools shall have the option to continue participating, through monthly contributions in the Blue Cross plan, (or its equivalent) currently in force at the time of his/her retirement, or Plan 65, whichever applies. Such participation shall be subject to the regulations of the insurance carrier. Notification of intent to participate must be given at least three (3) months prior to the effective date of retirement. The cost of this plan will be 102% of the cost of the premium of any plan selected for teachers retiring after September 1, 2005.

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

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.~~

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F. ~~Effective in the 2011-2012-2014-2015 medical benefits shall be as set forth in Appendix II, school year; the medical benefits shall conform with Plan 1B adopted by the Board of the Rhode Island Uniform Public School Employees' Healthcare Benefits Program, (\$0 preventative, \$15/\$25/\$35/\$100 Co-pay for GV/Specialist/Urgi/ER \$5/\$15/\$30 Rx).~~

~~Effective January 1, 2016, medical benefits shall be as set forth in Appendix II.1., which shall include a \$500.00 deductible. The administration agrees to reimburse a teacher for 50% of the deductible paid by the teacher, up to a maximum of \$250.00. That reimbursement shall be made within thirty (30) days following the end of the calendar year. For the calendar year 2018, and any subsequent year, teachers shall be solely responsible for payment of the entire deductible.~~

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

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

~~Effective in the 2015-2016 school year the Employee Assistance Program shall be eliminated.~~

#### ARTICLE XXVI PAYROLL DEDUCTION

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

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

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

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

E. The Committee agrees to deduct from the salaries of teachers such sums as each individual teacher authorizes it to deduct through receipt of salary deduction cards provided by the Alliance and signed by the teacher. These salary deduction cards which shall provide proper indemnification for the Committee shall be forwarded to the

Committee by the Alliance no later than August 15 of any school year. Such deductions may be discontinued only if the teacher notifies the School Committee in writing prior to August 15 for the succeeding school year.

#### ARTICLE XXVII SALARIES

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

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

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

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

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

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

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

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

#### G. Salary Deferral

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

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

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

ARTICLE XXVIII  
SALARY CONTINUATION POLICY

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

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

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

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

1. Teachers may receive their salary for up to fifteen weeks per long-term illness.
2. Medical certification on forms supplied by the Administration is required.
3. Salary payments under long-term sick leave shall provide 100% of regular pay (including compensation for advanced degrees, service as department head/program supervisor, ~~coaching payments in season~~, etc.).
4. Benefits under the long-term sick leave shall not commence until five (5) short term sick leave days are used following the onset of the initial illness, for one week after the onset of illness, subject to the following:
  - a) Benefits start on the first day if in-patient hospitalization occurs during the one-week period.
  - b) Unused short-term sick leave may be used for days not otherwise covered.
5. A teacher may return to work from long-term sick leave only upon presenting an acceptable medical report that he/she is able to return to work.
6. Successive absences separated by a return to work shall be presumed to be different illnesses unless medical data indicates the contrary. A teacher will be limited to ~~(4)~~ 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, amyotrophic lateral sclerosis, in-patient hospitalized psychiatric illness, or end stage renal failure, or serious traumatic injury.~~

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

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

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

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

#### ARTICLE XXIX SPECIALISTS

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

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

#### ARTICLE XXX PERSONAL AND ACADEMIC FREEDOM

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

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

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

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

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

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

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

#### ARTICLE XXXII CURRICULUM

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

The duties of the Curriculum Committees are as follows:

1. They shall use any time reserved for Committee work not required for other purposes for duties related to Curriculum Committee work.

2. These Committees shall consider all proposals from any source regarding curriculum, teaching methods, aids and materials, educational facilities and any other matter pertaining to the improvement of the educational programs carried on or proposed to be carried on in the Cranston Public Schools.

3. They may participate in the consultations provided in Article X, Paragraph A-3.

4. They will cooperate with the Administration in the implementation of educational revisions which the Curriculum Development Committees consider useful to the students in the Cranston Public Schools.

5. Each of the Committees shall have the right, as the need arises, to set up sub-committees including other staff members not presently involved in the basic committee work.

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

A. 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

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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, Director of Literacy) and representatives from each academic program or content area. Examples of these representatives are program supervisors and department heads. 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.

#### ARTICLE XXXIII TAX SHELTERED ANNUITY

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

#### ARTICLE XXXIV GENERAL

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

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

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

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

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

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

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

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

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 full-time teachers and that the right to perform Alliance work during the regular workday which is provided for in this clause will be exercised no more frequently and no longer than necessary.

**ARTICLE XXXV  
NO STRIKE - NO LOCKOUT**

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

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

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

**ARTICLE: XXXVI  
FAIR DISMISSAL POLICY**

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

**ARTICLE XXXVII  
DURATION**

The provisions of this Agreement will become effective on September 1, 2014, and will continue in full force and effect until August 31, 2017.

Cranston School Committee                      Cranston Teachers' Alliance

\_\_\_\_\_  
Andrea M. Iannazzi  
Chairperson

\_\_\_\_\_  
Lizbeth A. Larkin  
President

Date \_\_\_\_\_ Date \_\_\_\_\_  
Peter-Nero, Judith Lundsten,  
 Superintendent  
 \_\_\_\_\_  
 Date \_\_\_\_\_

APPENDIX A  
 ANNUAL SALARY

	<u>2011 - 2012</u>	<u>2012-2013</u>
STEP 1	\$38,000	\$38,000
STEP 2	\$40,470	\$40,470
STEP 3	\$43,100	\$43,100
STEP 4	\$45,902	\$45,902
STEP 5	\$48,886	\$48,886
STEP 6	\$52,063	\$52,063
STEP 7	\$55,447	\$55,447
STEP 8	\$59,051	\$59,051
STEP 9	\$62,889	\$62,889
STEP 10	\$66,977	\$66,977
STEP 11	\$71,331	\$71,331
STEP 12	\$73,900	\$73,900

Salary will be increased 0% in 2014-2015, 2% in 2015-2016, and 2% in 2016-2017

ADVANCED DEGREES

	<u>2011-2012</u>	<u>2012-2013</u>
BA+30*	\$1798	\$1798
MA	\$3032	\$3032
MA +30	\$3865	\$3865
CAGS	\$4590	\$4590
PHD	\$5174	\$5174

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\*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 & E shall receive an increase commensurate with the percentage of the annual salary.

**APPENDIX B  
 DEPARTMENT CHAIRS**

<u>11-12</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$913			
26-99	\$1488	\$1554	\$1624	\$1687	\$1762	\$1830
100-199	\$1830	\$1917	\$2011	\$2101	\$2191	\$2287
200-299	\$2174	\$2287	\$2403	\$2510	\$2628	\$2740
300+	\$2510	\$2717	\$2787	\$2924	\$3061	\$3199

<u>12-13</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
0-25			\$913			
26-99	\$1488	\$1554	\$1624	\$1687	\$1762	\$1830
100-199	\$1830	\$1917	\$2011	\$2101	\$2191	\$2287
200-299	\$2174	\$2287	\$2403	\$2510	\$2628	\$2740
300+	\$2510	\$2717	\$2787	\$2924	\$3061	\$3199

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

	<u>2011-2012</u>	<u>2012-2013</u>
STEP 1	\$2124	\$2124
STEP 2	\$2184	\$2184
STEP 3	\$2244	\$2244
STEP 4	\$2305	\$2305
STEP 5	\$2366	\$2366
STEP 6	\$2425	\$2425

MIDDLE SCHOOL

	<u>2011 - 2012</u>	<u>2012 - 2013</u>
STEP 1	\$1517	\$1517
STEP 2	\$1578	\$1578
STEP 3	\$1639	\$1639
STEP 4	\$1698	\$1698
STEP 5	\$1760	\$1760
STEP 6	\$1820	\$1820

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APPENDIX C  
CITY-WIDE PROGRAM SUPERVISORS

- |                         |                         |
|-------------------------|-------------------------|
| Art                     | Music                   |
| Business                | Psychology              |
| Drug Education          | Occupational Therapy    |
| English/Language Arts   | Science                 |
| ESL                     | Social Studies          |
| Family/Consumer Science | Social Work             |
| Guidance                | Speech/Language Therapy |
| Health/Nursing Services | Technology Education    |
| Mathematics             | World Languages         |

<b>2011-2012</b>	<b>2012-2013</b>
<b>\$5113</b>	<b>\$5113</b>

## APPENDIX-D

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

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	S3273	S3468	S3653	S3836	S4024	S4210	S4851
2012-13	S3273	S3468	S3653	S3836	S4024	S4210	S4851

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

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	S2608	S2753	S2905	S3059	S3212	S3356	S4229
2012-13	S2608	S2753	S2905	S3059	S3212	S3356	S4229

CLASSIFICATION-C  
SENIOR-HIGH-SCHOOL  
Assistant/Head-Junior Varsity Football, Assistant/Junior Varsity Baseball, Basketball, Soccer, Softball

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	S1681	S1885	S1984	S2086	S2188	S2291	S2810
2012-13	S1681	S1885	S1984	S2086	S2188	S2291	S2810

CLASSIFICATION-D  
SENIOR-HIGH-SCHOOL  
Assistant/Head-Freshman-Football, Assistant/Freshman-Baseball, Basketball, Softball, Assistant/Junior Varsity  
Coaches of Field Hockey, Golf, Track, Swimming, Tennis, Volleyball, Wrestling.

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**MIDDLE SCHOOL:**

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

	<u>STEP-1</u>	<u>STEP-2</u>	<u>STEP-3</u>	<u>STEP-4</u>	<u>STEP-5</u>	<u>STEP-6</u>	<u>STEP-7</u>
2011-12	\$1640	\$1729	\$1820	\$1909	\$1998	\$2086	\$2480
2010-11	\$1640	\$1729	\$1820	\$1909	\$1998	\$2086	\$2480

**APPENDIX D E**

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

2011-12	2012-13
\$30.00	\$30.00

**APPENDIX E F**  
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 E.G**  
**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 H**

**Benefit/Coverage Summary of Standard PPO Plan**  
 (More specific benefits/coverages are set forth under the  
 Subscriber Agreement in effect during the life of the Contract)

**COVERAGE GUIDELINES**

50% Cov for OP BHCD for RI or Othr Plans Non-Ntwk PPO Prov; 80% Cov all Othr RI or Othr Plans Non-Ntwk PPO Prov up to an OOP Mx \$3000 1/3 Per Fam Calyr Aggr BT Hosp & SurgMed LOB Excl Pedi/VF/BH/CD, Cov infertility Treatment

**HOSPITAL COVERAGE**

- Unlimited Days of Care (includes medical/surgical and Inpatient Mental Health Care)
- Semi Private Room
- Emergency Room Care (no authorization required)
- \$100 Emergency Room Care Co-payment (waived if admitted)

**SURGICAL/MEDICAL COVERAGE**

- \$25 Chiropractic Visit Co-payment (12 visits)
- Durable Medical Equipment (80% coverage; no dollar maximum)
- Diagnostic Tests, Lab and X-Ray Coverage Including Mammograms & Pap Tests
- Office Visit Coverage
- Inpatient/Outpatient Surgery, Anesthesia Coverage
- Maternity Care
- \$25 Office Visit Co-payment Per Individual Session for Outpatient Behavioral Health/Chemical Dependency
- \$25 Office Visit Co-payment per group session for Outpatient Behavioral Health/Chemical Dependency
- \$15 Primary Care Office Visit Co-payment
- \$25 Office Visit Co-payment for Allergy and Dermatology
- \$35 Office Visit for Urgent Care
- Injectable Prescription Drugs Covered
- 80% Coverage to Major Medical Like Benefits when Packaged with/Preferred Rx Opt 2 Home Infusion, Home Care, Prosthetic, DME, PDN, Cardiac Rehabilitation, Ambulance, Prof Ther, Inj, Oxy, Supplies, Submitted Injectables

**PREVENTATIVE CARE**

- Mammograms
- Pap Tests
- Well Baby Care -\$15 Co-payment Per Visit, then 100% Coverage Up to Allowance

**PRESCRIPTIONS**

- \$5 (generic drugs), \$15 (preferred brand name), and \$30 (non-preferred brand name list that may have generic or brand name alternatives): 34-day supply

**MISCELLANEOUS BENEFITS**

- Student Coverage to Age 24
- No Lifetime Maximum
- 80% Coverage for Outpatient Labs and X-Rays from a Hospital Non-Network Provider
- Mandatory Organ Transplant Coverage: 100% Coverage for eligible costs associated with kidney, cornea, allogeneic bone marrow, heart, lung, liver, pancreas and small intestine transplants
- Radiation Therapy Services Paid in Full (Non-Network 80% after deductible)
- \$200 Deductible Per Person (3 Per Family Maximum) Per Calendar year for Services Rendered by RI Non-Network Providers or other plans Non-Network PPO Providers
- Managed Benefits Program: Authorization is obtained from providers who participate directly with the



## Blue Cross Blue Shield of Rhode Island HealthMate Coast-to-Coast

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015  
Coverage for: See below Plan Type: PPO



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.BCBSRI.com](http://www.BCBSRI.com) or by calling 1-800-639-2227 or (401) 459-5000.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	For In Network providers <b>\$500</b> for an individual plan / <b>\$1000</b> for a family plan. For Out-of-Network providers <b>\$500</b> for an individual plan / <b>\$1000</b> for a family plan. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs, diagnostic testing, imaging services and outpatient mental health services.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. For In Network providers <b>\$6350</b> for an individual plan / <b>\$12700</b> for a family plan. For Out-of-Network providers <b>\$6350</b> for an individual plan / <b>\$12700</b> for a family plan.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is <u>not</u> included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.

**Questions:** Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at [www.BCBSRI.com](http://www.BCBSRI.com).  
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.BCBSRI.com](http://www.BCBSRI.com) or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



**Blue Cross  
Blue Shield**  
of Rhodelsland **HealthMate Coast-to-Coast**

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2014 - 06/30/2015  
Coverage for: See below Plan Type: PPO

Does this plan use a <u>network of providers</u> ?	Yes, this plan uses in-network providers. See <a href="http://www.BCBSRI.com">www.BCBSRI.com</a> or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 3 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No. You don't need referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about <u>excluded services</u> .

**Questions:** Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at [www.BCBSRI.com](http://www.BCBSRI.com).  
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.BCBSRI.com](http://www.BCBSRI.com) or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **In Network providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	\$15 copay plus 20% coinsurance after deductible per visit	none
	Specialist visit	\$25 copay per visit	\$25 copay plus 20% coinsurance after deductible per visit	none
	Other practitioner office visit	\$25 copay per visit	\$25 copay plus 20% coinsurance after deductible per visit	Chiropractic Services are limited to 12 visits per year
	Preventive care/screening/immunization	No Charge	\$25 copay plus 20% coinsurance after deductible	Member liability for Out-of-Network is based on services received. For additional details, please see your plan documents or visit <a href="http://www.BCBSRI.com/providers/policies">www.BCBSRI.com/providers/policies</a>
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance after deductible	Preauthorization is recommended for certain services

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition  More information about prescription drug coverage is available at <a href="http://www.BCBSRI.com">www.BCBSRI.com</a>	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance after deductible	Preauthorization is recommended
	Tier 1 generally low cost generic drugs	\$7 copay per prescription (retail) \$17.50 copay per prescription (mail-order)	Not covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	\$30 copay per prescription (retail) \$75 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
	Tier 3 non-preferred brand name drugs	\$50 copay per prescription (retail) \$125 copay per prescription (mail-order)	Not covered	Preauthorization is required for certain drugs
If you have outpatient surgery	Tier 4 specialty prescription drugs	\$50 copay per prescription (specialty pharmacy only)	50% coinsurance	Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance
	Facility fee (e.g. ambulatory surgery center)	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Physician/surgeon fees	No Charge after deductible	20% coinsurance after deductible	_____ none _____
	Emergency room services	\$100 copay per visit	\$100 copay per visit	Copay waived if admitted
If you need immediate medical attention	Emergency medical transportation	\$50 copay per trip	\$50 copay per trip	_____ none _____
	Urgent care	\$50 copay per urgent care center visit	\$50 copay plus 20% coinsurance after deductible per urgent care center visit	Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you have a hospital stay	Facility fee (e.g. hospital room)	No Charge after deductible	20% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge after deductible	20% coinsurance after deductible	none
	Mental/Behavioral health outpatient services	\$25 copay/office visit No Charge for outpatient services	\$25 copay plus 20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	\$25 copay/office visit No Charge for outpatient services	20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Substance use disorder inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Prenatal and postnatal care	No Charge after deductible	20% coinsurance after deductible	none
If you are pregnant	Delivery and all inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	No Charge after deductible	20% coinsurance after deductible	none
	Rehabilitation services	20% coinsurance after deductible	20% coinsurance after deductible	Physical and Occupational therapy preauthorization is recommended after the first 10 visits; Speech Therapy preauthorization is recommended for all visits
	Habilitative services	20% coinsurance after deductible	20% coinsurance after deductible	Physical and Occupational therapy preauthorization is recommended after the first 10 visits; Speech Therapy preauthorization is recommended for all visits
	Skilled nursing care	No Charge after deductible	20% coinsurance after deductible	Custodial care is not covered; Preauthorization is recommended
	Durable medical equipment	20% coinsurance after deductible	20% coinsurance after deductible	Preauthorization is recommended for certain services.
If your child needs dental or eye care	Hospice service	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Eye exam	\$25 copay	\$25 copay plus 20% coinsurance after deductible	Limited to one routine eye exam per year.
	Glasses	Not Covered	Not Covered	none
	Dental check-up	Not Covered	Not Covered	none

**Excluded Services & Other Covered Services:**

**Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for 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
- Weight loss programs

**Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- 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)

## Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051. You may also contact your state insurance department at (401) 462-9520 or by email at [HealthInquiry@ohic.ri.gov](mailto:HealthInquiry@ohic.ri.gov), the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cchio.cms.gov](http://www.cchio.cms.gov).

## Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact your state insurance department at (401) 462-9520 or by email at [HealthInquiry@ohic.ri.gov](mailto:HealthInquiry@ohic.ri.gov), the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cchio.cms.gov](http://www.cchio.cms.gov).

## Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

## Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

## Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

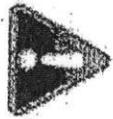
如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

Dineklehgo shika at'ohwol ninisingo, kwijijigo hohne' 1-800-639-2227.

*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,980
- Patient pays \$560

**Sample care costs:**

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

**Patient pays:**

Deductibles	\$500
Copays	\$30
Coinsurance	\$0
Limits or exclusions	\$30
<b>Total</b>	<b>\$560</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,160
- Patient pays \$1,240

**Sample care costs:**

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

**Patient pays:**

Deductibles	\$500
Copays	\$500
Coinsurance	\$200
Limits or exclusions	\$40
<b>Total</b>	<b>\$1,240</b>

These examples are based on coverage for an individual plan.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

**No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

**No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

**Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at [www.BCBSRI.com](http://www.BCBSRI.com). If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at [www.BCBSRI.com](http://www.BCBSRI.com) or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



Delta Dental of Rhode Island  
 P.O. Box 1517  
 Providence, RI 02901-1517

**Benefit Information**

**Group Name:** CRANSTON CERTIFIED TEACHERS  
**Plan Type:** National Coverage  
**Group ID:** 5858-0254  
**Product Name:** Delta Dental PPO Plus Premier  
**Coverage Period:** 07/01/2014 - 06/30/2015

**Maximums**

Below is a summary of all maximums associated with your group and policy.

Annual Maximum	\$1,500.00
Elective Orthodontic Lifetime Maximum	\$1,500.00
Periodontal Maximum	\$400.00
Maximum Lifetime Cap	Unlimited

<b>Max Carry Over</b>	<b>In Network Bonus</b>	<b>Carry Over Limit</b>
\$250.00	\$100.00	\$1,250.00

**Benefits Summary**

Below is a summary of your group's benefit coverage for services received within the Delta Dental network. To maximize your dental benefits, we encourage you and your employees to visit a participating dentist. Your out-of-pocket costs will be higher when you visit a non-participating dentist.

Please Note: Unless otherwise indicated, the Annual Maximum applies to all services/procedures listed below.

**Individual Deductible:** \$0.00  
**Family Deductible:** \$0.00

- Ⓢ Indicates Pre-Treatment Estimate recommended for this procedure.
- Ⓣ Indicates that a deductible applies for a listed benefit

Procedure	Covered		Frequency/Limitations
	At	Waiting Period	
<b>DIAGNOSTIC</b>			
Oral exam	100%	None	Once per calendar year performed by a general dentist
Bitewing x-rays	100%	None	One set per calendar year
Complete x-ray series or panoramic film	100%	None	Once every 36 months
Single x-rays	100%	None	As required
<b>PREVENTIVE</b>			
Cleaning	100%	None	Twice per calendar year
Fluoride treatment	100%	None	For children under age 19 once per calendar year

Procedure	Covered At	Waiting Period	Frequency/Limitations
Space maintainers	100%	None	Once every 60 months for lost deciduous (baby) teeth
<b>RESTORATIVE</b>			
Amalgam (silver) fillings	100%	None	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
Ⓟ Crowns over natural teeth, build ups, posts and cores	100%	None	Replacement limited to once every 60 months
Recementing crowns or bridges	100%	None	Once every 60 months
<b>ENDODONTICS</b>			
Root canal therapy	100%	None	
<b>PERIODONTICS</b>			
Ⓞ Root planing and scaling	50%	None	Once per quadrant every 24 months
Ⓞ Osseous (bone) surgery	50%	None	Once per quadrant every 36 months (bone grafts are not covered)
Ⓞ Gingivectomies	50%	None	Once per site every 36 months
Ⓞ Soft tissue grafts	50%	None	Once per site every 60 months
Ⓞ Crown lengthening	50%	None	Once per site every 60 months
Periodontal maintenance following active therapy	50%	None	Two per year
<b>PROSTHODONTICS</b>			
Ⓞ Bridges, build ups, posts and cores, crowns over implants	50%	None	Replacement limited to once every 60 months
Ⓞ Partial and complete dentures	50%	None	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	None	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	None	Once every 60 months
<b>EXTRACTIONS AND ORAL SURGERY</b>			
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	None	
<b>ORTHODONTICS</b>			
Braces and related services	50%	None	For dependent children under the age of 19.
<b>ADJUNCTIVE GENERAL SERVICES</b>			

Procedure	Covered At	Waiting Period	Frequency/Limitations
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	None	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	None	

Dependent children are covered up until the end of the month that they turn 26.

To review the list of exclusions and limitations [Click Here](#)

The information listed here reflects our records as of this moment in time. Eligibility is determined by the group and is subject to change. The information listed here is not a guarantee of payment. Payment is based on the Delta Dental allowance for each procedure. To be covered, services must be dentally necessary and in accordance with Delta Dental's treatment guidelines. All services must be performed in a dental office. Coverage for benefits with time limitations (e.g. 6, 12, 24, 36 or 60 months) is calculated to the exact day. Benefits will then be available the following day. For example, when a procedure is covered once every 12 months, if the procedure was performed on July 1, 2014, it will not be covered again until July 2, 2015.



9-14-03

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING**  
**AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL**  
**1704, AFT**  
**(TEACHER ASSISTANT/BUS AIDES UNIT - FISCAL YEARS 2014 – 2017)**

*No.*

*Passed:*

\_\_\_\_\_  
*John E. Lanni, Jr., Council President*

*Approved:*

\_\_\_\_\_  
*Allan W. Fung, Mayor*

*It is ordained by the City Council of the City of Cranston as follows:*

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

**Section 2.**, The School Committee in accordance with Section 11.01.2 of the Cranston Home Rule Charter posted and made public on September 5, 2014, a copy of the proposed contract at least 72 hours notice prior to the public hearing on September 10, 2014 at which time the School Committee voted to approve the attached agreement.

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

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

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

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

Date

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

Date

Introduced pursuant to: Charter Sec. 11.02.1

Referred to Finance Committee October 16, 2014

# Tentative Agreement

August 29, 2014

## Teacher Assistant / Bus Aide Contract

### ARTICLE II SELECTION AND APPOINTMENT

- C. Notice of vacancies and/or new positions shall be posted on an available bulletin board in each school for a period of five (5) working days. Any personnel interested in applying for a posted position or vacancy may do so in writing to the Executive Director of Human Resources within the time limits stated in the posting. Each posting shall provide a minimum of five (5) working days for employees to respond. Teacher Assistants/~~Bus Aides~~ will be required to meet state guidelines for qualifications as described under state law (RIGL 16-11.2) for his/her assignment. **Bus Aides will be required to attend the training program described under state law (RIGL 16-11.2) but shall not be required to pass the examination to obtain a Bus Aide position.** Recommendation for appointment to any such position(s) shall be made by the Superintendent or his/her designee based upon the criteria and procedures provided for in Section VII, A.
- D. 1. The Committee shall make available to all eligible members of the bargaining unit training in all aspects of work performed by Teacher Assistants/Bus Aides. Such training shall be on at least a yearly basis or as the need requires. **Mandatory training in CPR/AED/First Aid, restraint training, and technology is required.**
2. Each bargaining unit member shall be provided information on a need-to-know basis related to a student's medical condition or disability so that the employee can fulfill the job requirements of his/her position.
- F. **The CTA and the Administration shall create a committee to review bargaining unit positions and shall develop job descriptions for all existing classifications covered by this Agreement no later than December 1, 2014. The committee shall also develop job descriptions for any newly-created classifications proposed by the Administration. The Committee shall consist of three (3) members appointed by the President of the CTA and three (3) members appointed by the Superintendent. If the Committee does not reach consensus on the job description of any classification, the Administration shall have the authority to adopt a job description. If the need arises during the school year, the Administration may, without consultation with the CTA, develop new job descriptions as long as it does not create a new classification. The current classifications are Special Education Teacher Assistant, Building Teacher Assistant, Literacy Teacher Assistant, ELL Teacher Assistant and Bus Aide.**

ARTICLE VI  
SENIORITY

- A. Seniority shall be defined as the total length of continuous employment within the Teacher Assistant/Bus Aide Bargaining Unit of the Cranston Teachers' Alliance. Seniority shall be broken when an employee terminates voluntarily or is discharged for cause.

**A Teacher Assistant or Bus Aide who leaves the bargaining unit and subsequently returns to the Teacher Assistant / Bus Aide bargaining unit shall be credited with the Teacher Assistant / Bus Aide seniority that she / he had prior to leaving the bargaining unit provided that the employee maintains continuous employment with Cranston Public Schools.**

- G. **Discharge or discipline that leads to a deprivation may only be done for just cause.**

ARTICLE VII  
VACANCIES

- A. All vacancies shall be filled pursuant to the following procedures:

- ~~1. Letters of intent must be sent to the Executive Director of Human Resources within the time limits specified in the posting. Each posting shall provide a minimum of five (5) working days for teacher assistants/bus aides to respond. **Prior to the end of the school year, a job fair will be held for the purpose of job selection and transfer. All teacher assistant/bus aides will be eligible to participate. If, following that job fair prior to the end of the school year, any new positions that become available or any vacancies that occur, then another job fair will take place during the month of August.**~~
2. All positions shall be filled on the basis of the most senior qualified teacher assistant/bus aide in his/her current classification and number of hours.
3. **The administration may establish specific bona fide qualifications for any posted position in addition to the general qualifications required for the job.**
4. When two or more teacher assistants/bus aides are equally qualified, seniority shall be the determining factor.
- ~~5. Unsuccessful bidders for a position may request a meeting to be held within five (5) school days of the filling of the vacancy in question. At said meeting, the Administration shall provide reasons for the decision made. **If a position is vacated after all the involuntary transfers, voluntary transfers, and returns from leave have been placed and if the position cannot be filled by a teacher assistant/bus aide on layoff, the vacancy shall be filled on a temporary basis until the next job selection.**~~
8. Qualified bidders from within the Bargaining Unit shall be given preference over all applicants from outside the Bargaining Unit.

- ~~9. Teacher Assistants who bid into open LEP position(s) will be required to have proficiency in reading/writing in the language of the open LEP position if such proficiency is a *bona fide* job requirement.~~
- ~~B. All vacancies which occur after the August Jamboree, but before the end of the first semester, shall be posted before the last day of the quarter in which they occurred.~~
- ~~Postings which occur as a result of a selection through the bidding process, at the end of the second quarter, shall be considered vacancies during the second quarter and shall be posted as such.~~
- ~~C. Vacancies that occur after the opening of the school year may be filled at the discretion of the Administration in one of the following ways:~~
- ~~1. An employee shall be recalled from the layoff list according to the provisions of Article VI, C 4.~~
  - ~~2. A substitute may fill the position in the event that there is no one on the recall list. Should a position be filled by a substitute during the first semester, it shall be posted as a vacancy no later than the end of the quarter in which it occurs.~~
  - ~~3. The position may be posted and filled according to Section VII, A above.~~
- ~~D. If the position is to be retained for the following year, and number 1 above was applied to fill the position, the position shall be posted and filled according to the provisions of Section VII, A.~~
- ~~6. A Teacher Assistant/Bus Aide cannot bid on or transfer into a school **or on a bus run**, where she/he has children attending **or riding** unless there are no other positions available **and the teacher assistant/bus aide is qualified for the position.**~~
- ~~E. A Teacher Assistant/Bus Aide cannot bid into a position more than once during the course of a school year (after the "job selection" process in August). This provision will not apply when someone can bid on a position with more hours.~~
- ~~7. A Teacher Assistants whose primary responsibility **are is** with an individual student (based upon an IEP or 504 Plan) will have the right to move with the student if the student's placement is reassigned within the school district unless the election of such an option prevents another **qualified** Teacher Assistant from remaining in the building to which the student is being transferred. ~~In the case where a Teacher Assistant has a child in the school that the student is being transferred to,~~ **In the case where a teacher assistant has a child in the school that the student is being transferred to,** Article VII.E 6 will be overridden and the Teacher Assistant will be allowed to follow the student.~~
- ~~9. A Teacher Assistants whose primary responsibility is with a specific class which is transferred to another school will, have the right to move with the class unless the election of such an option prevents another Teacher Assistant from remaining in the building to which the class is being transferred.~~
- ~~10. Each job posting at the Jamboree and for all vacancies shall contain information related to the students' medical conditions and/or disabilities so that the employee can determine the specific job requirements of the posted position. **If the Cranston School Department is able to obtain**~~

written authorization from the parent or guardian of the student, then the student's medical condition and/or disabilities shall be set forth in the job posting.

- 11 Notice of any involuntary transfer will be given to the teacher assistant/bus aide five (5) days before the end of school as well as the August Job Fair.

#### ARTICLE IX VACATIONS AND HOLIDAYS

- A. All persons covered by this Agreement shall observe school closings as indicated in the school calendar without compensation.
- B. An employee hired within a school year and having worked ninety-one (91) days or more, but less than one (1) full year, shall be entitled to one (1) week of paid vacation.
- C. All employees covered by this Agreement will be considered to have earned two (2) weeks of paid vacation after having completed one (1) full school year of service. Such vacation will be taken in the second and succeeding years of service up to five (5) full school years.
- D. All employees covered by this Agreement will be considered to have earned three (3) weeks of paid vacation after having completed five (5) full school years of service with the Cranston Public Schools and in this Bargaining Unit. All employees in positions that require the employee to work at least 230 days per school year shall earn a fourth week of paid vacation after having completed ten (10) full school years of service. Such vacation will be taken in the sixth and eleventh (if applicable) full school year and all succeeding years thereafter.
- E. No partial or prorated vacation may be earned, only the full two (2), three (3) or four (4) weeks as specified above.
- F. Vacation periods may be taken only during school recess periods normally falling during the Christmas Season and the February and April school vacation periods. The fourth week if applicable will be taken during the summer recess period.

G. ~~All Teacher Assistant/Bus Aides are entitled to the following paid holidays:~~

~~Labor Day  
Columbus Day  
Election Days (on which all  
—schools are closed)  
Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Jewish Holy Days (Only when  
—listed as Holiday on the School Calendar)  
Martin Luther King Day  
Presidents' Day~~

Good Friday  
 Memorial Day  
 July 4th (for those who work)  
 Victory Day (for those who work)

- H. Vacations and Holidays shall be available only as specified in A. through G. above. All unwritten and/or non-negotiated arrangements are heretofore declared null and void.
- ~~I. All employees must work the day before and the day after a holiday to receive the paid holiday.~~
- J. At the discretion of the Alliance, representatives of the Teacher Assistant/Bus Aide unit shall be granted a total of fifteen (15) school days per year for the purpose of engaging in local, state and national organization activities without loss of pay, provided the Alliance pay the cost of substitutes used to cover for such representatives. Additional days under this Article may be taken with loss of compensation to Alliance representatives, with the Committee assuming the cost of substitutes.

#### ARTICLE X LEAVES OF ABSENCE

- A. All employees covered by this Agreement may receive up to fifteen (15) days sick leave per year. **Beginning in the 2014 – 2015 school year, employees will be credited with five (5) days of sick leave on the first day of work. Employees will subsequently earn one (1) day of sick leave per month for ten (10) months. In the following school years, sick days will be earned at the rate of one and one half (1.5) days per month for ten (10) months.**
- Employees shall not earn sick leave in any month in which the employee was absent on sick leave for more than fifteen percent (15%) of the scheduled work days in the month.**

1. Sick leave shall be granted for the following reasons only:
- a. Personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position or absence due to illness in the immediate family (father, mother, son, daughter, spouse, **domestic partner** or other persons in the immediate household who are blood relatives of either spouse or who are under legal guardianship of the employee), that requires the employee to care for the person who is ill. Requests for absence due to family illness under the provision of this section shall be supported by a statement that the employee can make no other arrangements.
  - b. Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.

- B. 1. As of December 20, 2010 unused sick leave may no longer be accumulated by Teacher Assistants/Bus Aides **except as provided in paragraph B(5) below. However, in no event shall sick days accumulated after December 20, 2010 be paid out upon the employee leaving the Cranston Public School System.** The following provision shall apply to those accumulated unused sick days prior to December 20, 2010.

2. Upon leaving the Cranston Public School system the Teacher Assistant/Bus Aides shall be entitled to severance pay based upon the following:
    - a. Union members who have worked for Cranston Public Schools for ten- (10) years or more, upon retiring, shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated.
    - b. Union members who have worked for Cranston Public Schools for twenty (20) years or more and have accumulated a minimum of 100 days, upon retiring, shall receive compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.
    - c. Payment for unused sick leave shall be ~~made by separate check during the pay period next following the Teacher Assistants/Bus Aides~~ **included in the** final check.
  - 3. Teacher Assistants/Bus Aides with perfect annual attendance (used no sick leave) may exercise the option of receiving two (2) days pay shall receive five hundred dollars (\$500) included in the final check.**
  4. Employees covered by this agreement may utilize up to two (2) unused and accrued sick leave days per year if she/he is absent from work during the summer for reasons permitted under Article X, Section A.
  - 5. Effective at the beginning of the 2014-2015 school year, bargaining unit members shall carry-over up to five (5) days of unused accumulated sick leave from the prior school year, up to a maximum of twenty-five (25) days.**
  - 6. Sick leave shall not be used in half-day increments. Bus Aides shall continue to be able to discharge sick leave in one quarter (1/4) day increments when absent from a kindergarten bus run.**
- C Employees covered under this Agreement may request unpaid sick leave under the following conditions:
2. Written request for unpaid leave may be made to the Superintendent of Schools when all previously accrued sick leaves has been exhausted.
  3. Written request must indicate the nature of the illness and the approximate date of return.
  4. Request must be accompanied by a physician's statement substantiating the nature of the illness, the approximate date of return and the necessity for the unpaid leave.
  5. Employees not able to return to full-time Teacher Assistant/Bus Aide duties within one (1) year from the effective date of the leave shall be considered to have terminated.
  6. Prior to return to full-time duty, the employee must submit to the Human Resources Office a physician's statement that he/she is able to fulfill all of the duties of the Teacher Assistant/Bus Aide position.
  7. Upon return, the Teacher Assistant/Bus Aide will be assigned to at least a position comparable to the position prior to the commencement of the leave.

8. If the anticipated absence does not exceed two (2) calendar months, the position will be filled by a substitute. Upon return the Teacher Assistant/Bus Aide shall reassume his/her position. If the anticipated absence exceeds two (2) calendar months, upon return the Teacher Assistant/Bus Aide will be assigned to at least a position comparable to the position held prior to the commencement of the leave.
  9. Leaves of absence under this Article may be granted by the School Committee upon the recommendation of the Superintendent. Such leave shall become effective upon official action of the Cranston School Committee.
  10. Employees on leave under this Article will accrue no vacation privileges or longevity while on leave.
- D. All employees shall be eligible for a leave of absence for a minimum of thirty (30) days or a maximum of the remainder of the school year in which the leave is taken in the event that a member of his/her immediate family (mother, father, spouse, son or daughter natural or adopted, mother-in-law or father-in-law) is ill and requires his/her attendance. Medical certification is required upon request. This leave shall be without compensation. An employee shall not be eligible to return to a vacant position before the expiration date of the leave.
  - E. A medical certificate may be required when the absence of an employee, due to personal illness, exceeds three (3) work days. The medical certificate will require the nature of the illness, next scheduled evaluation and/or return date.
  - F. Unpaid parental leave up to eighteen (18) month will be granted upon request; such request must include the approximate date of return. The Teacher Assistant/Bus Aides may work until, and return as soon as his/her doctor permits, providing such Teacher Assistant/Bus Aide is capable of performing his/her regular responsibilities on a permanent basis. The Teacher Assistant/Bus Aide must notify the Executive Director of Human Resources in writing of his/her intention to leave and to return at least sixty (60) days prior to the respective dates. Return from parental leave will be allowed only at the beginning of the school year or at the beginning of the third (3rd) quarter, whichever follows the expiration of the leave.
  - G. Paid leave shall be granted to employees whose religious obligations require attendance at 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.

#### ARTICLE XIV – SALARIES

**C. All teacher assistants and bus aides will receive their pay through direct deposit. The District will send payroll advices and W-2 withholding forms via the District e-mail system.**

ARTICLE XV  
SHORT TERM LEAVE

A. Bereavement

1. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, father-in-law, son-in-law, daughter-in-law, mother-in-law, domestic partner, or other persons in the immediate household) a regularly appointed teacher assistant/ bus aide maybe absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days total. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.

2. In the case of death of a grandfather, grandmother, grandson, granddaughter, a regularly appointed teacher assistant/ bus aide maybe absent for the period of mourning, including the day of the funeral, not to exceed three (3) calendar days total.

3. In the case of death of a niece or nephew, a regularly appointed teacher assistant/ bus aide maybe absent for the period of mourning, including the day of the funeral, not to exceed two (2) calendar days total.

4. In the case of death of relatives by marriage or blood marriages not listed above, a regularly appointed teacher assistant/ bus aide will be allowed the day of the funeral without loss of pay.

4. B Personal Leave

Short term leave for personal reasons, not to exceed two (2) days will be granted for such matters as conducting business arrangements which Teacher Assistants/Bus Aides 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 half personal days may be taken.

a. The total number of teacher assistants ~~or bus aides~~ on leave will not exceed five (5) on any given day. The total number of bus aides on leave will not exceed one (1) 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 assistant or bus aide has a request for a personal day the Superintendent will have the discretion to grant additional days off.

d. Teacher Assistant / Bus Aides may accrue and carry-over from one school year to the following school year up to two (2) unused personal leave days. Teacher Assistant / Bus Aides may not use more than two consecutive personal leave days except with the approval of the Superintendent.

B C Leave Without Compensation

1. Any member of the Bargaining Unit may request up to four (4) school days of leave of absence in Tentative Agreement - August 29, 2014

any school year without compensation. The Executive Director of Human Resources shall not unreasonably deny said request. Said request must be made in writing to the Executive Director of Human Resources no less than ten (10) school days prior to the requested leave. ~~The total number of teacher assistants/bus aides on leave will not exceed five (5) on any given day.~~ **The total number of teacher assistants on leave will not exceed five (5) on any given day. The total number of bus aides on leave will not exceed one (1) on any given day.**

2. In the event that the cap has been met and the teacher assistant/bus aide has a request for leave without compensation, the Superintendent will have the discretion to grant additional days off.

#### ARTICLE XI INSURANCE

- A. The Committee will provide the following individual medical and dental coverage for a teacher assistant/bus aide or, upon request of the teacher assistant/bus aide, shall provide family plan coverage for each teacher assistant/bus aide who is married or has a domestic partner (as defined in attached Appendix B) or has dependent children. To be eligible for such benefit, the teacher assistant/bus aide and the domestic partner must fill out, execute an affidavit appended to this Agreement as Appendix B and return the same to the District's Human Resource Office. In the event of a change in status in which the non-employee is no longer a domestic partner, the teacher assistant/bus aide 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 C. ~~Effective on December 20, 2010, the amount of premium cost share paid by teacher assistants/bus aides shall be ten (10%) percent. Effective in the beginning of the 2010-2011 school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be twelve (12%) percent. Effective in the beginning of the 2012-2013~~ **2014-2015** school year, the amount of the premium cost-share paid by teacher assistants/bus aides shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by teacher assistants/bus aides shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.
- B. Those Teacher Assistants working less than six (6) hours per day shall be afforded the above benefits on a prorated basis. Those Teacher Assistants accepting pro-rated benefits will be assessed their pro-rated expense or they may choose to waive the benefits herein specified. Teacher Assistants who elect to receive benefits and are required to pay a pro-rated contribution for those benefits are exempt from paying an additional premium cost-share.
- A. 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.
- B. The Committee shall provide individual or family plan dental insurance. The dental plan for those employees will be those benefits in effect at the signing of this Agreement. The annual maximum dental coverage will be \$1,500 per person and the orthodontic rider lifetime maximum will be

- \$1,500 per person. ~~Effective at the beginning of the December 20, 2010, the amount of the premium cost share paid by teachers shall be ten (10%) percent. Effective in the beginning of the 2011-2012 school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be twelve (12%) percent. Effective in the beginning of the 2012-2013~~ **2014-2015** school year, the amount of the premium cost share paid by teacher assistants/bus aides shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by teacher assistants/bus aides shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.
- C. A Teacher Assistant/Bus Aide retiring from Cranston Public Schools shall have the option to continue participating, through monthly contributions, health and dental coverage for seven (7) years from the date of retirement. Notification of intent to participate must be given at least three (3) months prior to the effective date of retirement.
- D. The Cranston School Committee shall also provide to all members:
1. A \$20,000 Term Life Insurance Policy.
  2. ~~Longevity Increments as follows:~~
    1. ~~An increment of \$450 after having completed ten (10) years of continuous service with the Cranston Public Schools as a Teacher Assistant/Bus Aide.~~
    2. ~~An increment of \$550 after having completed fifteen (15) years of continuous service with the Cranston Public Schools as a Teacher Assistant/Bus Aide.~~
    3. ~~An increment of \$650 after having completed twenty (20) years of continuous service with the Cranston Public Schools as a Teacher Assistant/Bus Aide.~~
    4. ~~The increment shall be included in the first paycheck in October of the salary year following the completion of ten (10), fifteen (15), or twenty (20) continuous years of service as defined above and annually thereafter.~~
- E. The Cranston Public Schools will provide an Independent Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal structured service designed to assist in identifying and resolving productivity and moral problems associated with employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, and emotional or other personal concerns which may adversely affect the employees' job performance. **Effective in the 2015-2016 school year, the Employee Assistance Program shall be eliminated.**

ARTICLE XII  
GENERAL

- E. Teacher Assistants and Bus Aides 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, etc). Temporary identification badges will be available on site in the event a Teacher Assistant / Bus Aide does not have their school-issued identification badge upon their arrival at work.

A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the Administration may expand the program to other buildings in the District.

ARTICLE XVII  
PROFESSIONAL DEVELOPMENT

A professional development program will be provided through a ~~Professional Development Institute~~ the Professional Academy for Cranston Educators developed between the Cranston Teachers' Alliance and the Cranston Public Schools. Teacher Assistants/Bus Aides ~~will be required to participate on an annual basis for eight (8) hours.~~ will be compensated for their participation in professional development up to a maximum of eight (8) hours. These hours shall be outside the regular school day. Teacher Assistants/Bus Aides attending professional development sessions will be compensated under Appendix A of the Master Agreement. Payment for all professional development shall be in the pay period following completion of each training.

### **Teacher Assistant / Bus Aide**

<b>step</b>	<b>current</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>
<b>1.</b>	<b>\$11.91</b>	<b>\$14.00</b>	<b>\$14.25</b>	<b>\$14.60</b>
<b>2.</b>	<b>\$12.28</b>	<b>\$14.37</b>	<b>\$14.62</b>	<b>\$14.97</b>
<b>3.</b>	<b>\$12.69</b>	<b>\$14.78</b>	<b>\$15.03</b>	<b>\$15.38</b>
<b>4.</b>	<b>\$13.35</b>	<b>\$15.44</b>	<b>\$15.69</b>	<b>\$16.04</b>
<b>5.</b>	<b>\$13.57</b>	<b>\$15.66</b>	<b>\$15.91</b>	<b>\$16.26</b>
<b>6.</b>	<b>\$13.94</b>	<b>\$16.03</b>	<b>\$16.28</b>	<b>\$16.63</b>
<b>7.</b>	<b>\$14.39</b>	<b>\$16.48</b>	<b>\$16.73</b>	<b>\$17.08</b>
<b>8.</b>	<b>\$14.80</b>	<b>\$16.89</b>	<b>\$17.14</b>	<b>\$17.49</b>
<b>9.</b>	<b>\$15.09</b>	<b>\$17.18</b>	<b>\$17.43</b>	<b>\$17.78</b>
<b>10.</b>	<b>\$15.39</b>	<b>\$17.48</b>	<b>\$17.73</b>	<b>\$18.08</b>

CRANSTON PUBLIC SCHOOLS  
 COLLECTIVE BARGAINING  
 FISCAL IMPACT STATEMENT  
 TEACHER ASSISTANTS AND BUS AIDES  
 2014 - 2017

CATEGORY		(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)		
		2014-2015	2015-2016	2016-2017
SALARY INCREASE with steps	(A)	232,803	58,399	74,216
FICA TAXES (6.2%)		14,434	3,621	4,601
MEDICARE TAXES (1.45%)		3,376	847	1,076
NON CERTIFIED PENSION (11.26%)		26,214	6,576	8,357
INCREASE IN COST-SHARING	(B)	(77,546)	(13,959)	(69,222)
EAP ELIMINATION		0	(2,584)	(2,584)
NET COST (SAVINGS)		<u>199,280</u>	<u>52,899</u>	<u>16,444</u>
			<b>SUMMARY</b>	<u>268,623</u>

ASSUMPTIONS

(A) SALARY

2014-2015 - \$2.09

2015-2016 - \$0.25

2016-2017 - \$0.35

(B) INCREASE IN COST SHARING

2014-2015 - COST SHARE 18%

2015-2016 - COST SHARE 18%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

2016-2017 - COST SHARE 20%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**RATIFYING SCHOOL COMMITTEE'S COLLECTIVE BARGAINING**  
**AGREEMENT WITH THE CRANSTON TEACHERS' ALLIANCE, LOCAL**  
**1704, AFT**  
**(TECHNICAL ASSISTANTS UNIT - FISCAL YEARS 2014 – 2017)**

*No.*

*Passed:*

\_\_\_\_\_  
*John E. Lanni, Jr., Council President*

*Approved:*

\_\_\_\_\_  
*Allan W. Fung, Mayor*

*It is ordained by the City Council of the City of Cranston as follows:*

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

**Section 2.**, The School Committee in accordance with Section 11.01.2 of the Cranston Home Rule Charter posted and made public on September 5, 2014, a copy of the proposed contract at least 72 hours notice prior to the public hearing on September 10, 2014 at which time the School Committee voted to approve the attached agreement.

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

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

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

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

Date

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

Date

Introduced pursuant to: Charter Sec. 11.02.1  
Referred to Finance Committee October 16, 2014

## Technical Assistant Contract

### Article V – Selection and Appointment

- D. The Committee shall make available to all eligible members of the bargaining unit training in all aspects of work performed by Technical Assistants. Such training shall be on at least a yearly basis or as the need requires. Mandatory training in CPR/AED/First Aid, restraint training, and technology is required.
- E. The CTA and the Administration shall create a committee to review bargaining unit positions and shall develop job descriptions for all existing classifications covered by this Agreement no later than December 1, 2014. The committee shall also develop job descriptions for any newly-created classifications proposed by the Administration. The Committee shall consist of three (3) members appointed by the President of the CTA and three (3) members appointed by the Superintendent. If the Committee does not reach consensus on the job description of any classification, the Administration shall have the authority to adopt a job description. If the need arises during the school year, the Administration may, without consultation from the CTA, develop new job descriptions as long as it does not create a new job classification.

### Article VIII – Seniority

- A. Seniority shall be defined as the total length of continuous employment with the Technical Assistant Bargaining Unit of the Cranston Teachers' Alliance. Seniority shall be broken when an employee terminates voluntarily or is discharged for cause.

A Technical Assistant who leaves the bargaining unit and subsequently returns to the Technical Assistant bargaining unit shall be credited with the Technical Assistant seniority that she / he had prior to leaving the bargaining unit provided that the employee maintains continuous employment with Cranston Public Schools.

- F. ~~No Technical Assistant will be terminated without just cause~~

Discharge or discipline that leads to a deprivation may only be done for just cause.

### Article IX – Vacancies

- ~~A. All vacancies shall be filled pursuant to the following procedures:~~
- ~~1) Applications must be made to the Chief Operating Officer within the time limits specified in the posting. Each posting shall provide a minimum of five (5) working days for applicants to respond. Technical Assistants will be required to meet state guidelines for qualifications as described under state law (RIGL 16-11.2) for his/her assignment.~~

- ~~B. Any vacancies shall be posted prior to the end of the quarter in which it occurs. The Committee reserves the right to fill or not fill a vacancy.~~
- ~~1) All vacancies shall be filled within thirty (30) days of the closing of the posting or be re-posted, subject to the Committee's right to fill or not fill the vacancy.~~

- ~~C. Prior to any additional position being created in an area already existing, a mechanism for dealing with seniority must be negotiated with the Alliance.~~

A All vacancies shall be filled pursuant to the following procedures:

1. Prior to the end of the school year, a job fair will be held for the purpose of job selection and transfer. All technical assistants will be eligible to participate. If, following that job fair prior to the end of the school year, any new positions that become available or any vacancies that occur, then another job fair will take place during the month of August.
2. All positions shall be filled on the basis of the most senior qualified technical assistant in his/her current classification and number of hours.
3. The administration may establish specific bona fide qualifications for any posted position in addition to the general qualifications required for the job.
4. When two or more technical assistants are equally qualified, seniority shall be the determining factor.
5. If a position is vacated after all the involuntary transfers, voluntary transfers, and returns from leave have been placed and if the position cannot be filled by a technical assistant on layoff, the vacancy shall be filled on a temporary basis until the next job selection.
6. A Technical Assistant cannot bid on or transfer into a school where she/he has children attending unless there are no other positions available and the technical assistant is qualified for the position.
7. A Technical Assistant whose primary responsibility is with an individual student (based upon an IEP or 504 Plan) will have the right to move with the student if the student's placement is reassigned within the school district unless the election of such an option prevents another qualified Technical Assistant from remaining in the building to which the student is being transferred. In the case where a Technical Assistant has a child in the school that the student is being transferred. In the case where a technical assistant has a child in the school that the student is being transferred to, Article IX 6 will be overridden and the Technical Assistant will be allowed to follow the student.
8. Qualified bidders from within the Bargaining Unit shall be given preference over all applicants from outside the Bargaining Unit.
9. A Technical Assistants whose primary responsibility is with a specific class which is transferred to another school will, have the right to move with the class unless the election of such an option prevents another Technical Assistant from remaining in the building to which the class is being transferred.

**10. If the Cranston School Department is able to obtain written authorization from the parent or guardian of the student, then the student's medical condition and/or disabilities shall be set forth in the job posting.**

**11. Notice of any involuntary transfer will be given to the technical assistant five (5) days before the end of school as well as the August Job Fair.**

#### Article X – Work Schedules

- C. The lunch period will be one of the ~~four~~ scheduled lunch periods. The lunch break will be uninterrupted and shall be considered a part of the regularly assigned work day.
- ~~D. The length of the work day of Technical Assistants shall be fixed as posted for all positions and shall coincide within ten minutes of the commencement and/or conclusion of the workday of the teacher to who they are assigned unless otherwise stipulated in this agreement.~~

#### Article XI – Vacations & Holidays

- A. All persons covered by this Agreement shall observe school closings as indicated in the school calendar without compensation.
- B. An employee hired within a school year and having worked ninety-one (91) days or more prior to April vacation but less than one (1) full year shall be entitled to one (1) week of paid vacation. Said vacation must be taken during the April recess in the school year in which they were hired.
- C. The Technical Assistant shall be entitled to two (2) weeks vacation when one (1) year of continuous service has been completed. After five (5) years of continuous service all employees covered by this Agreement will be considered to have earned three (3) weeks of paid vacation. Such vacation will be taken in the sixth (6<sup>th</sup>) full school year and all succeeding years thereafter.
- D. Vacation must be taken during school recesses.
- ~~E. All Technical Assistants are entitled to the following paid holidays:~~

~~Labor Day \_\_\_\_\_~~  
~~Columbus Day \_\_\_\_\_~~  
~~Election Days (on which all schools are closed)~~  
~~Martin Luther King Day~~  
~~Thanksgiving Day \_\_\_\_\_~~  
~~Day after Thanksgiving~~  
~~Jewish Holy Days (only when listed as Holiday on the School Calendar)~~  
~~Memorial Day~~  
~~July 4<sup>th</sup> (for those who work)~~  
~~Victory Day (for those who work)~~  
~~Christmas Day~~  
~~New Year's Day~~  
~~Presidents' Day~~  
~~Good Friday~~

- F. ~~All employees must work the day before and the day after the holiday to receive the paid holiday.~~
- E. At the discretion of the Alliance, representative of the Technical Assistants unit shall be granted a total of three (3) school days per year for the purpose of engaging in local, state and national organization activities without loss of pay, provided the Alliance pay the cost of substitutes used to cover for such representatives. Additional days under this Article may be taken with loss of compensation to Alliance representative, with the Committee assuming the cost of substitutes.

#### Article XII – Leaves of Absence

- A. All employees covered by this Agreement may receive up to fifteen (15) days sick leave per year. During the first year of employment, sick days will be earned at the rate of 1.5 days per month. **Beginning in the 2014 – 2015 school year, employees will be credited with five (5) days of sick leave on the first day of work. Employees will subsequently earn one (1) day of sick leave per month for ten (10) months. In the following school years, sick days will be earned at the rate of one and one half (1.5) days per month for ten (10) months.**

**Employees shall not earn sick leave in any month in which the employee was absent on sick leave for more than fifteen percent (15%) of the scheduled work days in the month.**

1. Sick leave shall be granted for the following reasons only:
  - a) Personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position or absence due to illness in the immediate family (father, mother, son, daughter, spouse, **domestic partner** or other persons in the immediate household who are blood relatives of either spouse or who are under legal guardianship of the employee), that requires the employee to care for the person who is ill. Requests for absence due to family illness under the provision of this section shall be supported by a statement that the employee can make no other arrangements.
  - b) Enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only.
2. a) As of December 20, 2010 unused sick leave may no longer be accumulated by Technical Assistants **except as provided in paragraph 3 below. However, in no event shall sick days accumulated after December 20, 2010 be paid out upon the employee leaving the Cranston Public School System.** The following provision shall apply to those accumulated unused sick days prior to December 20, 2010.
  - b) Union members who have worked for Cranston Public Schools for ten (10) years or more, upon retiring, shall receive compensation for sick days they have accumulated at a rate of \$20.00 per day for the total number of sick days accumulated.
  - c) Union members who have worked for Cranston Public Schools for twenty (20) years or more and have accumulated a minimum of 100 days, upon retiring shall receive

compensation for sick days they have accumulated at a rate of \$50.00 per day for the total number of days accumulated.

d) Payment for unused sick leave shall be ~~made by separate check during the pay period next following the Technical Assistants~~ included in the final check.

3. Effective at the beginning of the 2014-2015 school year, bargaining unit members shall carry-over up to five (5) days of accumulated unused sick leave from the prior school year, up to a maximum of twenty-five (25) days.

4. Sick leave shall not be used in half-day increments.

~~3 5.~~ Technical Assistants with perfect annual attendance (used no sick leave) ~~may exercise the option of receiving two (2) days' pay~~ shall receive five hundred dollars (\$500) included in the final check.

~~4 6.~~ Employees covered by this agreement may utilize up to two (2) unused and accrued sick leave days per year if she/he is absent from work during the summer for reasons permitted under Article XII A.1.

~~3.~~ Sick leave shall be granted for personal illness or physical incapacity to such an extent as to render a person thereby unable to perform the duties of his/her position.

B. Employees covered under this agreement may request unpaid Sick Leave under the following conditions:

- 1) Written request for unpaid leave may be made to the superintendent of Schools when all previously accrued sick leave has been exhausted.
- 2) Written request must indicate the nature of the illness and the approximate date of return.
- 3) Request must be accompanied by a physician's statement substantiating the nature of the illness, the approximate date of return and the necessity for the unpaid leave.
- 4) Employees not able to return to full-time Technical Assistant duties within one (1) year from the effective date of the leave shall be considered to have terminated.
- 5) Prior to return to full-time duty, the employee must submit to the Personnel Office a physician's statement that he/she is able to fulfill all the duties of the Technical Assistant position.

C. All employees shall be eligible for a leave of absence for a minimum of thirty (30) days or a maximum of the remainder of the school year in which the leave is taken in the event that a member of his/her immediate family (mother, father, spouse, son or daughter, natural or adopted, mother-in-law or father-in-law) is ill and required his/her attendance. Medical certification is required upon request. This leave shall be without compensation. An employee shall not be eligible to return to a vacant position before the expiration date of leave.

D. A medical certificate may be required when the absence of an employee, due to personal illness, exceeds three (3) consecutive working days. The medical certificate will require the nature of the illness, next scheduled evaluation and/or return date.

E. Bereavement

**1. In the case of death in the immediate family (father, mother, sister, brother, son, daughter, spouse, father-in-law, son-in-law, daughter-in-law, mother-in-law, domestic partner, or other persons in the immediate household) a technical assistant maybe absent for the period of mourning, including the day of the funeral, not to exceed seven (7) calendar days total. The first calendar day shall be the day following the death in the immediate family, unless said death interrupts the school day.**

**2. In the case of death of a grandfather, grandmother, grandson, granddaughter, a technical assistant maybe absent for the period of mourning, including the day of the funeral, not to exceed three (3) calendar days total.**

**3. In the case of death of a niece or nephew, a technical assistant maybe absent for the period of mourning, including the day of the funeral, not to exceed two (2) calendar days total.**

**4. In the case of death of relatives by marriage or blood marriages not listed above, a technical assistant will be allowed the day of the funeral without loss of pay.**

- F. Unpaid parental leave up to eighteen (18) months will be granted upon request; such request must include the approximate date of return. The Technical Assistant may work until, and return as soon as his/her doctor permits, providing such Technical Assistant is capable of performing his/her regular responsibilities on a permanent basis. The Technical Assistant must notify the Chief Operating Officer in writing of his/her intention to leave and to return at least sixty (60) days prior to the respective dates. Return from parental leave will be allowed only at the beginning of the school year or at the beginning of the third (3<sup>rd</sup>) quarter, whichever follows the expiration of the leave.
- G. Short term leave for personal reasons, not to exceed two (2) days will be granted for such matters as conducting business arrangements which Technical Assistants cannot conduct at any other time such as after school hours, weekends, vacation periods, holidays, etc. upon request to the Chief Operating Officer. **No half personal days may be taken.**
- 1) The total number of Technical Assistants on leave will not exceed one (1) on any given day.
  - 2) 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.
  - 3) In the event that the cap has been met and the Technical Assistant has a request for a personal day the Superintendent will have the discretion to grant additional days off.
  - 4) **Technical Assistants may accrue and carry-over from one school year to the following school year up to two (2) unused personal leave days. Technical Assistants may not use more than two consecutive personal leave days except with the approval of the Superintendent.**
- H. Leave of absence without compensation for the pursuit of a higher degree of education may be granted by the School Committee upon recommendation of the Superintendent.

1. The following criteria is established to govern the professional leave policy:
  - a) The Technical Assistant must be established a full-time matriculating student as set by the standards of the institution in which he/she is enrolled.
  - b) The matriculating program must be in the field of education.
  - c) The Technical Assistant must provide documentation of items a and b above prior to having the request for leave considered.
  - d) The Technical Assistant must provide evidence of successful completion of the program for which the leave was granted prior to return to a position within the School Department.
  - e) The Technical Assistant must have been employed as a Technical Assistant for an uninterrupted period of three (3) years in order to be considered for leave under this article.
  - f) There will be no accrual of sick days or vacation while on leave for study nor will longevity credit for pay purposes be earned during the period of leave.
  - g) Duration of leave will not exceed one (1) year.
- I. **Paid leave shall be granted to employees whose religious obligations require attendance at 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.**
- J. Employees on leave under Articles D, H, J will accrue no leave or vacation privilege while on leave.

#### Article XIII – Insurance

- A. The Cranston School Committee will provide for all eligible full-time Technical Assistants individual or family plan Group Health Insurance for any Technical Assistant who is not otherwise provided with a Health Insurance Plan equal to or better than the Health Insurance Plan offered by the Committee. The Committee will provide HealthMate Coast to Coast and all applicable riders, including a student rider to age 24 as outlined in the plan dated July 1, 2005 for the appropriate individual or family coverage to all eligible employees. ~~Effective in the beginning of the 2010-2011 school year, the amount of the premium cost share paid by technical assistants shall be twelve (12%) percent.~~ Effective in the beginning of the 2012-2013 **2014-2015** school year, the amount of the premium cost-share paid by technical assistants shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium cost-share paid by technical assistants shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.
- B. Those Technical Assistants working less than six (6) hours per day shall be afforded the above benefits on a prorated basis. Those Technical Assistants accepting pro-rated benefits will be assessed their pro-rated expense or they may choose to waive the benefits herein specified. Technical Assistants who to elect receive benefits and are required to pay a pro-rated contribution for those benefits are exempt from paying an additional premium cost-share.
- C. Delta Dental, Level III and IV Individual or Delta Dental Family up to Level IV, including a student rider to age 26. The annual maximum dental coverage is \$1,500 per person and the Orthodontic rider lifetime maximum is \$1,500 per person. ~~Effective at the beginning of the December 20, 2010, the amount of the premium cost share paid by technical assistants shall be ten (10%) percent.~~ Effective in the beginning of the 2011-2012 school year, the amount of the premium cost share paid by technical assistants shall be twelve (12%) percent. Effective in the beginning of the 2012-2013 **2014-2015** school year, the amount of the premium cost share paid by ~~teacher assistants/bus aides~~ **Technical Assistants** shall be ~~fifteen (15%)~~ **eighteen (18%)** percent. **Effective in the beginning of the 2016-2017 school year, the amount of the premium**

- cost-share paid by technical assistants shall be twenty (20%) percent.** Payment under this section shall be subject to Section 125 of the IRS code.
- D. The Cranston School Committee shall also provide to all members.
1. A \$20,000 Term Life Insurance Policy.
  2. Each Technical Assistant shall have the option to purchase up to an additional \$125,000.00 of term insurance.
  3. ~~Longevity Increments as follows:~~
    - a) ~~An increment of \$450 after having completed ten (10) years of continuous service with the Cranston Public Schools as a Technical Assistant.~~
    - b) ~~An increment of \$550 after having completed fifteen (15) years of continuous service with the Cranston Public Schools as a Technical Assistant.~~
    - e) ~~An increment of \$650 after having completed twenty (20) years of continuous service with the Cranston Public Schools as a Technical Assistant.~~
    - d) ~~The increment shall be included in the first paycheck in October of the salary year following the completion of ten (10), fifteen (15), or twenty (20) continuous years of service as defined above and annually thereafter.~~
- E. The Cranston Public Schools will provide an independent Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is a formal structured service designed to assist in identifying and resolving productivity and moral problems associated with the employees impaired by personal concerns including but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional, or other personal concerns which may adversely affect the employees' job performance. **Effective in the 2015-2016 school year, the Employee Assistance Program shall be eliminated.**

#### Article XIV – General

- G. **Technical Assistants 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, etc). Temporary identification badges will be available on site in the event a Technical Assistant does not have their school-issued identification badge upon their arrival at work.**

**A pilot of the security access program which utilizes the ID badge will begin in the year 2014-2015 at Cranston High School East and the Briggs Building. After reviewing the results of the implementation, the Administration may expand the program to other buildings in the District.**

#### Article XVI – Professional Development

A professional development program will be provided through a Professional Development Institute developed between the Cranston Teachers' Alliance and the Cranston Public Schools. Technical Assistants ~~will be required to participate on an annual basis for eight (8) hours~~ **will be compensated for their participation in professional development up to a maximum of eight (8) hours**. These hours shall be outside the regular school day. Technical Assistants attending professional development sessions will be compensated under Appendix A of the Master Agreement. **Payment for all professional development shall be in the pay period following completion of each training.**

The parties agree to append the Domestic Partner Affidavit as Appendix B of the collective bargaining agreement.

The parties agree to append a Medical Benefits Summary as Appendix C of the collective bargaining agreement

### Technical Assistant

step	current	2014-2015	2015-2016	2016-2017
1	\$17.06	\$18.55	\$18.80	\$19.15
2		\$18.80	\$19.05	\$19.40
3		\$19.15	\$19.40	\$19.75

- All Technical Assistant employed prior to August 31, 2014 shall be placed on step 3.

CRANSTON PUBLIC SCHOOLS  
 COLLECTIVE BARGAINING  
 FISCAL IMPACT STATEMENT  
 TECHNICAL ASSISTANTS  
 2014 - 2017

CATEGORY		(ANNUAL INCREMENTAL BUDGET CHANGES FROM PREVIOUS YEAR)		
		2014-2015	2015-2016	2016-2017
SALARY INCREASE with steps	(A)	15,837	3,780	5,292
FICA TAXES (6.2%)		982	234	328
MEDICARE TAXES (1.45%)		230	55	77
NON CERTIFIED PENSION (11.26%)		1,783	426	596
INCREASE IN COST-SHARING	(B)	(6,406)	(1,154)	(5,718)
EAP ELIMINATION		0	(162)	(162)
NET COST (SAVINGS)		<u>12,426</u>	<u>3,179</u>	<u>413</u>
			<b>SUMMARY</b>	<u><u>16,017</u></u>

ASSUMPTIONS

(A) SALARY

2014-2015 - \$2.09

2015-2016 - \$0.25

2016-2017 - \$0.35

(B) INCREASE IN COST SHARING

2014-2015 - COST SHARE 18%

2015-2016 - COST SHARE 18%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

2016-2017 - COST SHARE 20%; 3% YEARLY INCREASE IN HEALTH AND DENTAL

9-14-05

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL  
AUTHORIZING THE CITY OF CRANSTON TO FORMALLY  
ESTABLISH A DRAINAGE EASEMENT BETWEEN THE CITY OF  
CRANSTON AND PONTIAC RECLAMATION, LP  
(Commonly known as the "Cranston Sanitary Landfill)**

*No.*

**Passed:**

\_\_\_\_\_  
*John E. Lanni, Jr., Council President*

**Approved:**

\_\_\_\_\_  
*Allan W. Fung, Mayor*

***It is ordained by the City Council of the City of Cranston as follows:***

**Section 1:** That the City of Cranston is hereby authorized to enter into an Easement Deed with Pontiac Reclamation, LP as designated in the attached "Deed of Easement".

**Section 2:** That the City of Cranston hereby declares, establishes and grants to Pontiac Reclamation, LP, its successors and assigns, for the benefit of the Landfill Parcel, a permanent, nonexclusive drainage easement, for the installation, operation and/or maintenance of works and systems for the collection and transmission of storm water and related utility services.

**Section 3:** This Ordinance shall take effect upon its final adoption.

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

Sponsored by: Michael W. Favicchio, Councilman

Referred to Public Works October 6, 2014

**DEED OF EASEMENT**

**THIS DEED OF EASEMENT** (this "Deed") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF CRANSTON, RHODE ISLAND**, (hereinafter "Grantor") and **PONTIAC RECLAMATION, LP**, a Rhode Island limited partnership ("Grantee").

**RECITALS**

A. Grantee is the owner of certain property (the "Landfill Property") located in the City of Cranston, Rhode Island, commonly known as the "Cranston Sanitary Landfill" and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference;

B. Grantor is the owner of certain property located in the City of Cranston, Rhode Island, in the vicinity of the Landfill Property (the "City Property");

C. In connection with certain work being performed on the Landfill Property it is necessary to formally establish a drainage easement for stormwater runoff from the Landfill Property across a portion of the City Property; and

D. Subject to the terms and conditions of this Deed, Grantor is willing to convey such easement rights to Grantee.

**CONVEYANCE**

**NOW, THEREFORE**, for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares, establishes and grants to Grantee, its successors and assigns, for the benefit of the Landfill Parcel, a permanent, nonexclusive drainage easement

(the "Easement"), for the installation, operation and/or maintenance of works and systems for the collection and transmission of stormwater and related utility services (the "Facilities") together with the right to install, maintain, repair and replace the Facilities across, through and under the following described property, to wit:

That certain area of land (the "Easement Area") lying, situate and being in the City of Cranston, Rhode Island, designated and described as "PERMANENT EASEMENT FROM THE CITY OF CRANSTON TO BE CONVEYED TO PONTIAC RECLAMATION L.P. (SEE DETAIL 'A')" as shown and designated on that certain plat entitled "PLAN SHOWING PERMANENT EASEMENTS ON PONTIAC AVENUE, CRANSTON, RI AND ON KNIGHT STREET, WARWICK, RI IN FAVOR OF PONTIAC RECLAMATION L.P.", dated May 22, 2013, made by Louis Federici Associates, and attached hereto and made a part hereof as **Exhibit B**.

The Easement is conveyed subject to the following terms, covenants, restrictions, and conditions:

1. The Easement, rights and privileges herein conveyed to Grantee are made expressly subject to such easements, covenants, restrictions, conditions, reservations, and limitations, if any, of record, and to matters visible upon inspection or that would be disclosed by accurate physical survey of the premises.

2. The Facilities constructed on or under the Easement Area shall remain the property of Grantee. Grantee shall have the right to inspect, rebuild, remove, repair, replace, improve, and make such changes, alterations, additions to or extensions of its Facilities within the boundaries of said Easement Area as are consistent with the purpose expressed herein. All construction, maintenance, equipment and Facilities shall comply with all applicable laws, ordinances, codes and regulations.

3. Grantee shall have the right to trim, cut and/or remove trees, shrubbery or other obstructions which interfere with and/or threaten the efficient or safe operation, construction and maintenance of said Facilities. All brush, branches, and other debris resulting from any cutting, trimming, or clearing of the Easement Area shall be removed by Grantee from lands of Grantor for disposal.

4. Grantor, its successors and assigns, may use said Easement Area for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with the safe and efficient construction, operation or maintenance of said Facilities, and further provided that such use is not inconsistent with any laws, ordinances or codes pertaining to the construction, operation or maintenance of said Facilities.

5. Grantee's construction or other activities in the Easement Area shall be performed in a good and workmanlike manner so as to pass without objection in the trade and Grantee shall maintain the Facilities in good order and repair. In the exercise of its rights under this Deed, the Grantee shall promptly refill any holes or depressions made by the Grantee, its agents or contractors on the Easement Area, and regrade and restore said Easement Area to substantially the same condition as said Easement Area existed prior to any such excavation. Such restoration shall include, but not be limited to, any necessary regrading and replanting of any grass areas or landscaping items and repaving of any paved areas.

6. Grantor shall have no responsibility for the Facilities except for compliance with the terms of this Deed.

7. Grantee shall not file any mechanic's, laborer's or materialman's lien, or suffer or permit any such lien to be filed against Grantor's property, or any improvements thereon, or any part thereof by reason of work, labor, services, or materials requested and/or supplies claimed to have been requested by or on behalf of Grantee; and if such lien shall at any time be so filed, within forty-five (45) days after notice of the filing thereof, Grantee shall cause it to be canceled and discharged of record.

8. The easement rights and privileges established, created and granted by this Deed, are not intended, nor shall they be construed as creating any rights in or for the benefit of the general public, or in any person or business entity other than those expressly provided for herein, whether as a third party beneficiary or otherwise. However, Grantee shall have the right to assign, in whole or in part, exclusively or non-exclusively, its rights hereunder to a third party (or parties) to include, without limitation, those certain defendants as set forth in the Remedial Design/Remedial Action Consent Decree, State of Rhode Island v. Ashland Inc., et al Case No: 1:01-cv-00115-S-DLM, provided such assignee(s) agree to be bound by the terms and conditions of this Deed and regardless of whether such assignment constitutes an easement in gross.

9. In the event any dispute arises under this Deed and any party resorts to judicial proceedings to enforce any provision hereof, the party substantially prevailing in such proceedings shall be entitled to recover from the other party the costs of such proceedings including reasonable attorneys' fees.

10. Any forbearance by Grantor in exercising any right or remedy hereunder shall not be a waiver of or preclude the exercise of any such right or remedy in the future.



14. It is the intention of the parties hereto that if any provision of this Deed is capable of two constructions, one of which would render the provision invalid and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid. If any provision of this Deed, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Deed and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

**[SIGNATURES LOCATED ON THE FOLLOWING PAGES]**

**[SIGNATURE PAGE TO DEED OF EASEMENT]**

WITNESS the following signatures and seals:

**CITY OF CRANSTON, RHODE ISLAND**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF RHODE ISLAND  
CITY/COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared \_\_\_\_\_, to me known and known by me to be \_\_\_\_\_ of the City of Cranston, Rhode Island, and the party executing the foregoing instrument and he/she acknowledged said instrument by him/her executed to be his/her free act and deed as \_\_\_\_\_ of the City of Cranston, Rhode Island, and the lawful act and deed of same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

[SIGNATURE PAGE TO DEED OF EASEMENT]

**PONTIAC RECLAMATION, LP,**  
a Rhode Island limited partnership

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF RHODE ISLAND  
CITY/COUNTY OF \_\_\_\_\_

In \_\_\_\_\_, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me appeared \_\_\_\_\_, to me known and known by me to be \_\_\_\_\_ of Pontiac Reclamation, LP, a Rhode Island limited partnership, and the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed as \_\_\_\_\_ of Pontiac Reclamation, LP, and the lawful act and deed of same.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**

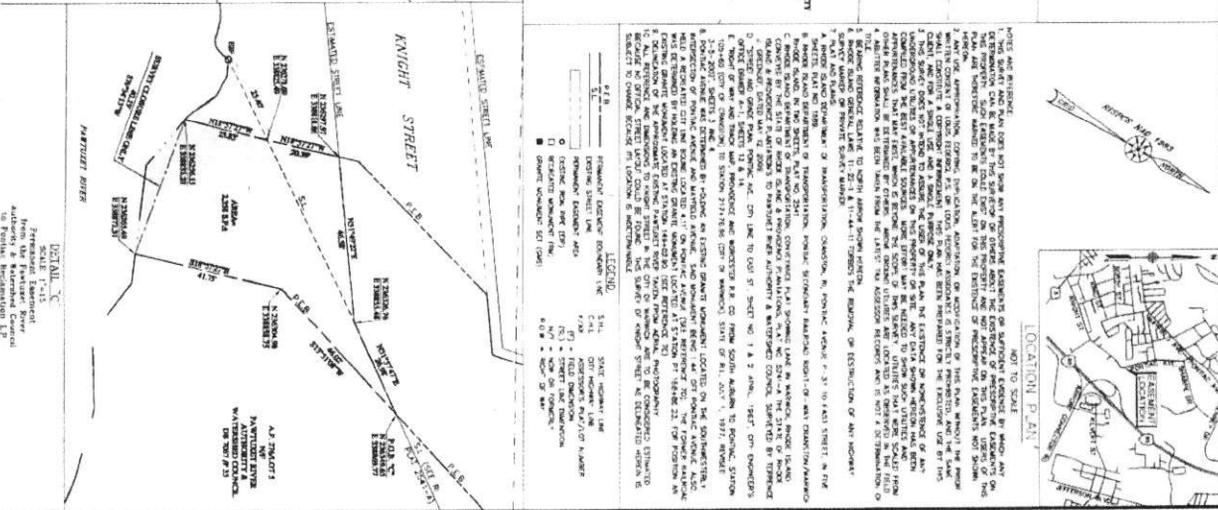
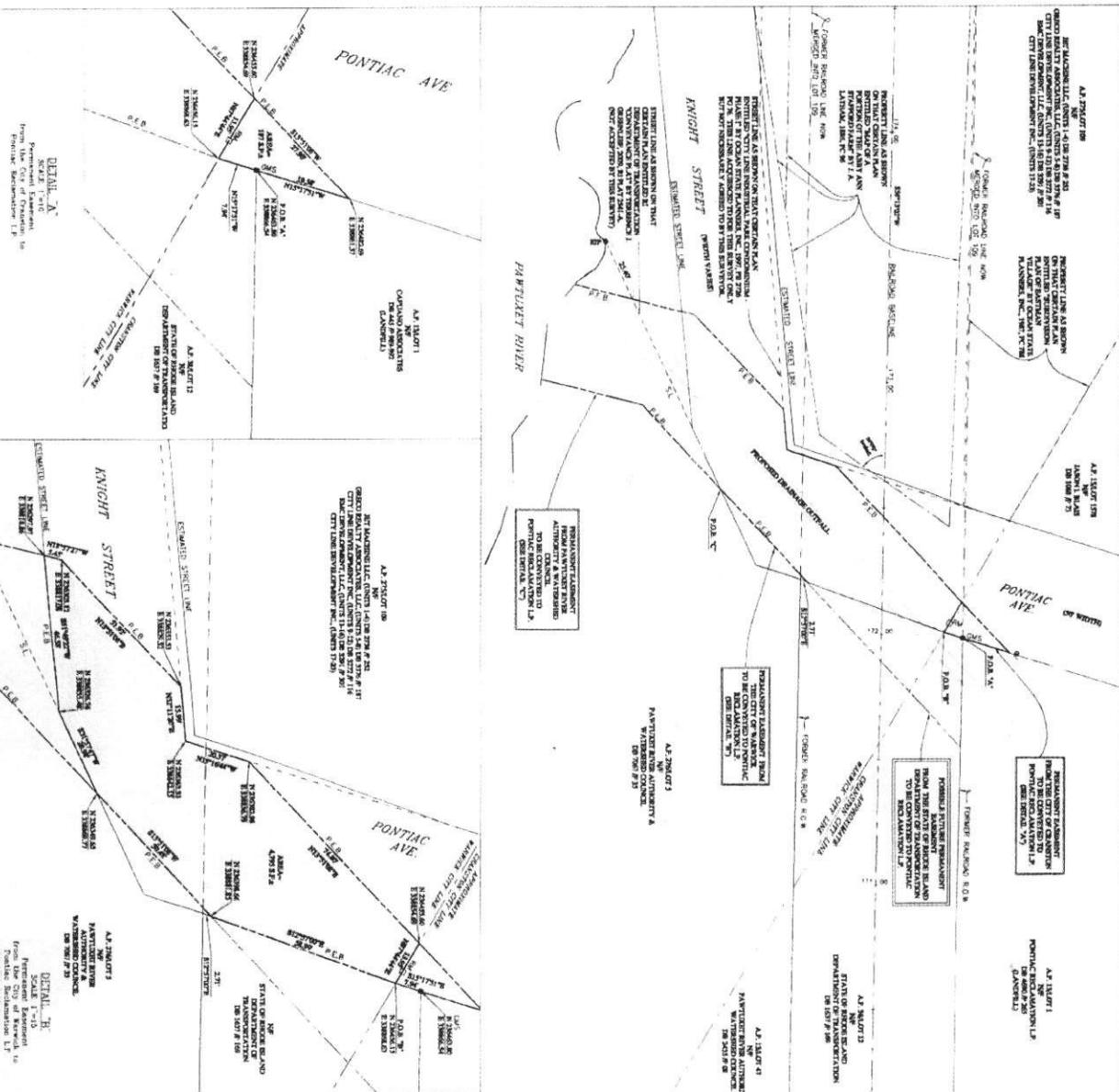
**LEGAL DESCRIPTION OF LANDFILL PROPERTY**

That parcel of land with all buildings and improvements thereon, situated on the easterly side of Pontiac Avenue in the City of Cranston and State of Rhode Island, bounded and described as follows: Beginning at a point in the easterly line of Pontiac Avenue at the southwesterly corner of land of the State of Rhode Island; thence easterly bounding northerly on said last named land three hundred forty (340) feet, more or less, to an angle; thence northeasterly bounding northwesterly on said last named land four hundred ninety five (495) feet, more or less, to other land of the State of Rhode Island; thence southeasterly and southerly bounding northeasterly and easterly on said last named land to the railroad location of the Pawtuxet Valley Railroad Company; thence southerly, southwesterly and westerly along said railroad location to Pontiac Avenue; then northerly bounding westerly on and angling with Pontiac Avenue to the point of beginning and containing by estimation 46 acres of land.

Also that parcel of land situated in said Cranston bounding northwesterly on said Railroad location and northeasterly and southeasterly on land of the State of Rhode Island, being a triangular parcel which was separated from the premises hereinabove first described by the layout of said Railroad location.

Excepting from the premises first hereinabove described whatever title the said State of Rhode Island or others may have in two parcels of land on the northwesterly side of said Railroad location, one bounding southwesterly thirty (30) feet, more or less, and northwesterly one hundred (100) feet, more or less, on said premises hereby conveyed situated about sixty five (65) feet southerly from the southeasterly corner of said premises and southeasterly on said Railroad location and the other bounding northwesterly on said premises nine hundred and forty (940) feet, more or less, and southeasterly on said Railroad location, the southwesterly end of said other parcel being situated about two hundred fifteen (215) feet from Pontiac Avenue, both as shown upon a survey by Waterman Engineering Co., dated October 23, 1935.

**EXHIBIT B**  
**(ATTACH PLAT)**



**LEGEND**

- 1" = 100'
- 1" = 200'
- 1" = 300'
- 1" = 400'
- 1" = 500'
- 1" = 600'
- 1" = 700'
- 1" = 800'
- 1" = 900'
- 1" = 1000'

**PLAN SHOWING PREPARATION TO BE CONNECTED ON PONTIAC AVENUE ON KNIGHT STREET ON BARRINGTON, RI IN FAVOR OF PONTIAC RELAXATION, LP**

**APP# 7 #2**

**GRAPHIC SCALE**

**Louis Federici Associates**

100 Main Street, Providence, RI 02903  
 Tel: (401) 833-1199 Fax: (401) 833-1180  
 David Federici, P.E., Registered Professional Engineer

**DATE:** 11/11/2010  
**SCALE:** 1" = 100'  
**PROJECT:** PONTIAC RELAXATION, LP  
**DATE:** 11/11/2010  
**SCALE:** 1" = 100'  
**PROJECT:** PONTIAC RELAXATION, LP

- 9-14-06      **ORDINANCE TO AMEND THE PROPERTY TAX EXEMPTION REGARDING TANGIBLE PROPERTY VALUED LESS THAN \$10,000.00.** [[click to view](#)]
- 9-14-07      **ORDINANCE IN AMENDMENT OF CHAPTER 8.28 OF THE CODE OF THE CITY OF CRANSTON, 2005, ENTITLED 'PROPERTY MAINTENANCE STANDARDS' (Neglected Premises Violations Inspections Notice and Enforcement)** [[click to view](#)]

**Claims:**

- **Property damage claim of Donna R. McCutcheon for alleged incident on August 22, 2014.**
- **Property damage claim of Marisa Anne Farri for alleged incident on September 10, 2014.**
- **Property damage claim of Robert C. Patterson for alleged incident on August 18, 2014.**
- **Property damage claim of Alex Juarez for alleged incident on August 24, 2014.**

On motion by Councilwoman Lee, seconded by Councilman Aceto, it was voted to refer the above new business to the respective Committees. Motion passed on a vote of 9-0. The following being recorded as voting "aye": Councilwoman Lee, Councilmen Stycos, Botts, Council Majority Leader Archetto, Councilmen Aceto, Santamaria, Council Minority Leader Favicchio, Council Vice-President Farina and Council President Lanni -9.

**XIII. MISCELLANEOUS BUSINESS ON CLERK'S DESK**

None.

The meeting adjourned at 9:15 P.M.



Maria Medeiros Wall, JD, City Clerk



Rosalba Zanni  
Assistant City Clerk/Clerk of Committees

(See Stenographic Notes of Ron Ronzio, Stenotypist)

9-14-06

THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**  
**AN ORDINANCE TO AMEND THE PROPERTY TAX EXEMPTION REGARDING**  
**TANGIBLE PROPERTY VALUED LESS THAN \$10,000.00**

*No.*

*Passed:*

\_\_\_\_\_  
*John E. Lanni, Jr., Council President*

*Approved:*

\_\_\_\_\_  
*Allan W. Fung, Mayor*

*It is ordained by the City Council of the City of Cranston as follows:*

**Section 1:** An ordinance to amend Title 3 Chapter 3.16 of the Code of the City of Cranston entitled Property Tax Exemption, Tangible Property less than \$10,000.00 in value, and

**Section 2:** Whereas the Small Business owners in Cranston are burdened with not only paying taxes on computers, telephones, furniture and other equipment, but also filing reports on the value of said tangible property on an annual basis; and

**Section 3:** Whereas the City of Cranston seeks to promote and invite other small businesses to move into Cranston thereby creating jobs and other business activity; and

**Section 4:** Whereas the costs associated with assessing tangible personal property and collecting taxes thereon is not cost effective and is a burden on the Tax Assessor's office and ultimately City resources in general:

**Now therefore, be it resolved that** the City Council of the City of Cranston hereby creates a Tax Exemption for Tangible Business property having a value less than \$10,000.

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

Positive Endorsement

Negative Endorsement (attach reasons)

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

\_\_\_\_\_  
Christopher M. Rawson, Solicitor

Sponsored by: Michael W. Favicchio, Councilman  
Refer to Finance Committee October 16, 2014

9-14-07

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THE CITY OF CRANSTON

**ORDINANCE OF THE CITY COUNCIL**

IN AMENDMENT OF CHAPTER 8.28 OF THE CODE OF THE CITY OF CRANSTON,  
2005, ENTITLED "PROPERTY MAINTENANCE STANDARDS"  
(Neglected Premises Violations Inspections, Notice and Enforcement)

No.

Passed:

\_\_\_\_\_  
*John E. Lanni, Jr., Council President*

Approved:

\_\_\_\_\_  
*Allan W. Fung, Mayor*

*It is ordained by the City Council of the City of Cranston as follows:*

SECTION 1. Title 8.28 of the Code of the City of Cranston, 2005, entitled  
Property Maintenance Standards" is hereby amended as follows:

By adding the following new section:

Section 8.28.031 Notification of Violation.

- (a) Notice of violation of any provision of this Section shall be given by the department of building inspections in the following manner:
  - (1) A dated Notice shall be prominently posted on the cited property, and a copy of said notice shall be sent regular mail, postage prepaid to the last known address on record with the City for property owner or personal service. In all cases the date of posting shall be the effective date of notice.
  - (2) Non resident owners  
The notice shall be sent to the recorded agent for service of process as required by RIGL 34-18-22.3. If no agent for service of process has been recorded, notice shall be mailed to the owner's last known address. For all other legal entities, notice shall be sent to the agent for service on record with the RI Secretary of State or as designated by the appropriate regulatory agency. For out of state financial institutions and banks, notice shall be

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48 served on the Director of the Department of Business Regulations pursuant to  
 49 Division of Bank regulations.

50  
 51 (b) In addition to notice of environmental violations and resulting penalties as set  
 52 forth in this Section; said owner shall be fined \$500 and given 30 days within to comply  
 53 with RIGL 34-18-22.3.

54  
 55 (c) Once Notice of an environmental violation, said owner shall have five (5)  
 56 business days from the date of posting within which to correct the violation.  
 57 Failure to comply within that period shall immediately result in the City's  
 58 entry upon the property to correct the violations and all costs incurred shall be  
 59 the responsibility of the property owner.

60  
 61 (d) Costs as lien.

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 63 A certified letter shall be sent to the owner or agent advising them of the  
 64 costs incurred plus an additional ten percent (10%) service charge. All  
 65 costs must be paid within (30) days after notification. The costs and  
 66 service charge shall become a lien against such property to the same extent  
 67 and character as a real estate tax liens with penalty and interest and with  
 68 the same right of collection and tax sale as apply to other tax liens or at the  
 69 discretion of the director. The Inspector of Buildings shall certify the  
 70 expenses to the city solicitor who shall record said lien with the Recorder  
 71 of Deeds and institute appropriate action against the owner for the  
 72 recovery of such expenses.

73  
 74 (e) Recurring Violations

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 76 Violations of the same or similar nature shall not require additional notice  
 77 to the property owner where the violation recurs within a three month  
 78 period provided that original notice advised the owner.

79  
 80 **Section 8.28.090 Inspections:**

- 81  
 82 A. The department of building inspection and/or department of public  
 83 works shall make, or cause to be made, inspection trips at regular  
 84 intervals to determine compliance with the provisions of this chapter.  
 85 In the event a violation of these provisions are discovered, said  
 86 department of building inspection and/or department of public works  
 87 shall immediately take action to cite the owner and/or operator ~~by~~  
 88 ~~personal service or by mail at the home or business address of such~~  
 89 ~~owner and/or operator]~~ in accordance with Section 8.28.031(a)  
 90 B. B.  
 91 C. For the purpose of this section, an offense shall be considered to have  
 92 occurred on the first day for which a violation is cited, and the

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93 offender shall be subject to the penalty provisions hereinafter set forth  
94 in Sections 10.04.080, [~~15.12.290~~] and 8.28.100 for that day and for  
95 each succeeding day on which the violation continues unabated.  
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98 SECTION 2. This Ordinance shall take effect upon its final adoption.  
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101	Positive Endorsement		Negative Endorsement (attach reasons)	
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103	<hr/>		<hr/>	
104	Christopher Rawson, City Solicitor	Date	Christopher Rawson, City Solicitor	Date
105				
106				
107	Sponsored by Council President Lanni, Councilman Santamaria			
108				
109	Referred to Ordinance Committee October 16, 2014			