

# RESOLUTION OF THE CITY COUNCIL

No. 552

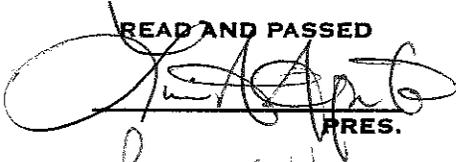
Approved November 25, 2015

RESOLVED, That the accompanying copy of the Collective Bargaining Agreement by and between the City of Providence, Rhode Island and the Providence Teachers Union, AFT Local 958, AFL-CIO for the period of September 1, 2014 through August 31, 2017, is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL

NOV 19 2015

READ AND PASSED

  
PRES.

  
CLERK

I HEREBY APPROVE.

  
Mayor  
Date: 11/25/15



**CITY OF PROVIDENCE**

Jorge O. Elorza, Mayor

June 16, 2015

HAND DELIVERED

Hon. Luis Aponte  
President  
Providence City Council  
Providence City Hall  
Providence, RI 02903

Re: Providence Teachers Union Tentative Agreement

Dear President Aponte,

Please find enclosed for Council ratification the most recent Tentative Agreement by and between the City of Providence and the Providence Teachers Union, for the period of September 1, 2014 through August 31, 2017.

Sincerely,

A handwritten signature in black ink, appearing to be "Jorge O. Elorza", with a long horizontal line extending to the right.

Jorge O. Elorza  
Mayor

Enclosure

**CITY SOLICITOR'S OFFICE**

444 Westminster Street, Suite 220, Providence, Rhode Island 02903

401 680 5333 ph | 401 680 5520 fax

[www.providenceri.com](http://www.providenceri.com)

JORGE O. ELORZA  
*Mayor*

SUSAN F. LUSI, PH.D.  
*Superintendent*



Providence Public School District  
Finance Office  
797 Westminster Street  
Providence, RI 02903-4045  
tel. 401.456-9100 ext. 1140  
fax 401. 456-9252  
www.providenceschools.org

May 26, 2015

Dear Chairman Iglizzi:

For your consideration is the fiscal note pertaining to the proposed changes to the Providence Teachers Union (AFT Local 958) contract. The total additional cumulative cost for the life of the contract is \$5,375,315. This new contract covers the period of September 1, 2014 through August 31, 2017. This agreement covers approximately 2,000 full time members. The substantive changes in the contract can be categorized within the following two areas: wages and other benefits; and health benefits.

**Wages and Other Benefits**

- Wages will increase 1% for school year 2015-16, 1.75% on the first day of work in school year 2016-17 and 1.5% on the last day of school in school year 2016-17. Furthermore, advanced degrees and longevity will increase \$250 per category in school year 2016-17. The total cost for school year 2015-16 is \$2,120,950 and the subsequent year. Moreover, an additional \$4,199,945 for school 2016-17.
- The wellness fund will be increased 50 cents per week per member in school 2015-16 and an additional 25 cents in school year 2016-17. The total cost of this increase over the life of the contract is \$75,000.

**Health Benefits**

- Coordination of Benefits will be implemented in school year 2015-16. The total projected structural savings for this initiative is \$772,000 in school year 2015-16. This will be a recurring savings in the subsequent years of the contract.
- Other health benefits changes include changes to prescription coverage co-payments; employee co-shares (18.5% in SY16 and 20% in SY17). These changes and other miscellaneous changes will have a net savings in school year 2015-16 of \$1,384,238 and all subsequent years and a savings of \$298,055 in school year 2016-17.

Thank you for your consideration and should you have any questions please feel free to contact me to discuss.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Michael D'Antuono".

J. Michael D'Antuono, CPA  
School Business Manager\  
City Controller

## Final Tentative Agreement with PTU

	<b>3%*</b> <b>FY 14-</b> <b>15</b>	<b>1.00%</b> <b>FY 15-16</b>	<b>1.75%</b> <b>FY 16-17</b>	<b>**</b>
Salaries 3%*/ 0% / 1.0%	\$0	\$1,697,332	\$2,665,325	
Fringe for Salaries		373,074	740,693	
Adv. Degrees		0	369,750	
Fringe for Adv. Degrees		0	82,454	
Longevity		0	258,750	
Fringe for Longevity		0	57,701	
Health & Welfare \$.25 weekly increase (\$4.55/\$5.05/\$5.30)		50,544	25,272	
<b>Subtotal</b>	<b>0</b>	<b>2,120,950</b>	<b>4,199,945</b>	
Cost for Flat Medical Buy-up		31,012	31,570	
COB (Coordination of Benefits - Active)		(772,000)		
RX (Option 2 - 5/15/\$30 retail, 10/30/\$60 mail)		(228,400)		
Add Acupuncture Rider		55,000		
CBH Stipend (\$500 est 80 TCH)		40,000		
Co-Share (Flat/18.5%/20%)		(509,850)	(329,625)	
<b>Subtotal</b>	<b>0</b>	<b>(1,384,238)</b>	<b>(298,055)</b>	
<b>Total</b>	<b>\$0</b>	<b>\$736,712</b>	<b>\$3,901,891</b>	
		736,712	4,638,603	
<b>Total Contract Cost</b>			<b>5,375,315</b>	

\*3% raise at the end of FY 13/14 was negotiated in the previous contract ( \$5,099,192)

\*\* Proposed 1.5% raise on the last day of FY17

FY16 (Parity Clause)

**September 1, 2014 – August 31, 2017**

**TENTATIVE  
AGREEMENT**

**Between the**

**Providence Teachers Union,  
AFT Local 958**

**and the**

**City of Providence**

*May 7, 2015*

AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this 7<sup>th</sup> day of May by and between the City of Providence (hereinafter referred to as the "City") and the Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union") as heretofore ratified pursuant to Section 17-27 of the Providence Code of Ordinances (Section 17-27).

WHEREAS, the parties' negotiations have resulted in agreement for a Collective Bargaining Agreement, effective September 1, 2014 to August 31, 2017; and

WHEREAS, the document entitled Agreement between the Providence Teachers' Union AFT Local 958 and the Providence School Board, effective September 1, 2011 to August 31, 2014 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement shall continue and remain in effect for the period of September 1, 2014 to August 31, 2017, except as expressly modified herein.

WHEREAS, the parties hereto desire to codify their agreement and be bound by the same;

Now, therefore, the City and the Union hereto agree as follow:

  
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**ARTICLE 2, HALF DAY DEFINITION**

"Half Day" as used in this Agreement is defined as the day equally divided between the morning and the afternoon.

**ARTICLE 4-1.2, FAMILY ILLNESS DAYS**

Teachers may use their sick leave days yearly to attend to family illnesses. Family shall be defined as son/daughter, spouse and parent. In each case of absence for family illness in excess of four (4) consecutive work days a member of the bargaining unit shall file with the Superintendent of other designated personnel a certificate from the family member's physician certifying said family member's illness.

**ARTICLE 4-2, HALF PAY SICK LEAVE**

Teachers hired prior to the ratification of the 2001-2004 Agreement were afforded the one-time opportunity to either elect to convert accrued and unused half-pay days or choose to be paid for said accrued and unused half pay sick leave days upon retirement. Teachers who chose to have any accrued and unused half-pay sick leave days that they have accumulated converted to full pay days at the rate of one (1) full pay day for every two (2) accrued and unused half-pay days. These converted half pay days will be placed in a "special reserve bank". Access to the "special reserve bank" will be available only after an active teacher exhausts his/her days of sick leave allowance at full-pay.

Teachers who did not wish to convert accrued and unused half pay sick leave days as indicated above and who chose to be paid for said accrued and unused half pay sick leave days upon retirement, will be compensated in an amount equal to 10% of the teacher's daily rate for the 2001-2002 teacher work year as indicated in Appendix A of the 2001-2004 Agreement.

  
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In order for a teacher to be eligible for the above payout he/she must have been employed for at least ten (10) years with the Providence School Department and must apply for pension benefits no more than ninety (90) days after completion of his/her teaching service in the Providence School System.

**ARTICLE 4-8.1, SICK LEAVE RETIREMENT PAYOUT**

Upon retirement, eligible teachers shall be paid for unused sick leave days in accordance with the following schedule. Payment will be based on the first step of the Basic Teacher Salary Schedule (Appendix A). Sick leave days designated as "Special Reserve Bank" are excluded from the sick leave payout.

In order for a teacher to be eligible for the above payout he/she must have been employed for at least ten (10) years with the Providence School Department and must apply for pension benefits no more than ninety (90) days after completion of his/her teaching service in the Providence School System. Furthermore, teachers must have a minimum balance of one hundred (100) sick days in his/her sick leave reserve (excluding Special Reserve Bank) at time of retirement in order to be eligible for the sick leave payout and must effectuate his or her retirement on the last day of the school year in which notice is given. Payment for unused sick leave days will be made in a separate check payable no later than sixty (60) days after a teacher's retirement date.

<u>Date of</u> <u>% of Payment</u>	<u>No. of Sick Days Utilized</u> <u>Retirement Notice</u>	<u>During Last Year of Service</u>
50% of unused sick leave	On or before January 31 <sup>st</sup>	10 (or the equivalent of 1 per month)
25% of unused sick leave	After January 31 <sup>st</sup> but prior to last day of school	20 (or the equivalent of 2 per month)

**ARTICLE 5-1.4, PERSONAL BUSINESS LEAVE**

For personal business – two (2) days. . As to the number of personal leaves allowed on each day of the last week of the school year, on the last regularly scheduled school day before and the first regularly scheduled school day after the Christmas, Mid-Winter and Spring recesses, and the last regularly scheduled school day before and the first regularly scheduled school day after those holidays contained in the school calendar (Appendix D), there shall be no more than thirty-five (35) teachers out who shall utilize this provision on a first come first serve basis, but this number may be exceeded during the aforementioned times at the discretion of the Superintendent for extenuating circumstances and approval of said request shall not be unreasonably withheld.

**ARTICLE 5-1.7, LEAVES OF ABSENCE**

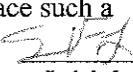
For visiting in-district and out-of-district schools. Must be work-related. - one half day (.5) in each term or one (1) full day per year.

**ARTICLE 5-13, TEACHER PLACEMENT FOLLOWING LEAVE**

5-13.1 A teacher granted a leave of absence with pay for one (1) year or less or a teacher on sick leave who has not exhausted his/her sick leave benefits shall not relinquish his/her right to the specific assignment held at the time that his/her leave was granted. A teacher hired or reassigned to replace such a

  
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teacher on leave with pay or on sick leave shall be notified upon his/her appointment or placement or both that he/she may be required to relinquish this position when said teacher returns to the Providence School System.

**5-13.2** A teacher granted a no-pay leave of absence pursuant to Article 5-6.1 shall be reinstated at the termination of his/her leave. Such teacher shall be given preference to the specific assignment he/she held at the time his/her leave was granted, if available. The district shall utilize a long-term substitute (LTS) to fill the assignment for the duration of the leave. In no case shall any substitute teacher replacement be retained for such specific assignment.

**ARTICLE 6-2, ASSAULT AND/OR BATTERY**

A member of the bargaining unit shall be granted full-pay leave, without loss of pay, for absences caused by injuries resulting from an assault and/or battery sustained by a teacher arising out of and in the course of his/her employment provided that the Superintendent is notified in writing as soon as possible but not later than five (5) days from the date of the alleged assault and/or battery unless the extent of the resulting injury prevents such notification. It is the intent of the parties to administer this provision in accordance with the terms of R.I.G.L. 9-1-31.

**ARTICLE 8-4, Unassigned Periods**

Teachers shall have unassigned periods as follows:

**8-4.1 Elementary Schools:**

Teachers shall have at least one (1) thirty (30) minute unassigned period per day, except that a teacher may agree to a schedule which contains five (5) unassigned periods per week over four (4) days.

**8-4.2 Middle Schools and High Schools:**

In buildings with a six or seven period schedule, teachers shall have one (1) unassigned period per day, except that a teacher may be programmed unassigned periods totaling five (5) unassigned periods per week over four (4) days if scheduling problems make it impossible to provide a teacher with one (1) unassigned period per day.

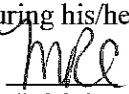
In buildings with block schedules, teachers shall have four (4) unassigned periods per week, three of which must be scheduled on a non-early release or late arrival day. In addition to the four (4) unassigned periods per week, teachers shall receive one period per week of common planning time in lieu of unassigned time. One common planning time per month shall be teacher directed and it is expected that teachers will use the time primarily for educational planning and team meetings.

**ARTICLE 8-4.6, SIXTH PERIODS**

In the event that it is necessary to establish one or more additional teaching periods in a department certification area in a school an exception will be made to Article 8-7 and Article 13-4 provided that:

1. Teachers shall be provided with a list of all courses to be offered to students for the next school year. Teachers shall indicate on their programming preference sheets that are returned each year whether they wish to teach during their unassigned period during the subsequent school year. Timelines shall be established by the Joint CBH Committee on an annual basis; and
2. On a rotating basis beginning with the most senior teacher in the department certification area in the school who has indicated on his/her preference sheet that he/she wishes to teach during his/her unassigned period shall be given the teaching assignment; and
3. No teacher assigned a teaching period during his/her unassigned period shall again be assigned to

  
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teach during his/her unassigned period until all of the teachers in the department certification area have taught at least one (1) full semester of a school year during their unassigned periods unless a teacher(s) refuses the opportunity to do so in writing; and a record shall be kept showing same; and

- 4. A teacher assigned to teach during his/her unassigned period shall be paid additional monies at the rate of one-fifth (1/5) of his/her daily rate for each day he/she is programmed to teach during his/her unassigned period and shall receive said additional monies when he/she is on paid leave, except for sabbatical leave under Article 5, Section 4, which occurs only on those days he/she is programmed to teach during his/her unassigned period; and
- 5. No part-time teacher is available.
- 6. The Union is notified of each 6<sup>th</sup> period assignment prior to the start of each assignment.

**ARTICLE 8-5, LENGTH OF THE SCHOOL YEAR AND DAY**

**8-5.1** The 2014-15, 2015-16 and 2016-17 school years devoted to instructional time for students shall be 180 days respectively.

The 2014-15, 2015-16 and 2016-17 teacher work years shall be 181 days respectively, which shall consist of one (1) day of teacher orientation occurring on the work day preceding the opening of school.

Teachers shall be paid at a daily rate of 1/181 of their salary as set forth in Appendix A.

**8-5.2 WORK DAY DEFINED (TEACHERS)**

**Elementary Schools:**

Monday-Thursday: 7:55 a.m. to 2:41 p.m.  
 Friday: 7:55 a.m. to 1:21 p.m.  
 Fortes  
 Lima/  
 Leviton Dual Language  
 Pleasant View  
 Times2  
 Veazie Street

Monday – Thursday: 8:55 a.m. to 3:41 p.m.  
 Friday: 8:55 a.m. to 2:21 p.m.  
 Asa Messer at Bridgham  
 Broad Street  
 Carl G. Lauro  
 Carnevale  
 George J. West  
 Harry Kizirian  
 Mary E. Fogarty  
 William D’Abate

Martin Luther King  
 Reservoir Avenue  
 Robert Bailey  
 Robert F. Kennedy  
 Spaziano/Spaziano Annex  
 Vartan Gregorian  
 Webster Avenue  
 Sackett Street

  
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BJ Clanton

**Middle Schools 7:55 a.m. to 2:50 p.m.**

DelSesto  
Esek Hopkins  
Gilbert Stuart  
Times<sup>2</sup>  
West Broadway

Nathan Bishop  
Nathanael Greene  
Roger Williams

**Senior High Schools - 7:45 a.m. to 2:40 p.m.**

Hope  
Juanita Sanchez  
ACE  
Dr. Jorge Alvarez  
Mt. Pleasant  
E-Cubed Academy  
Times<sup>2</sup>

**Senior High Schools - 8:25 a.m. to 3:20 p.m.**

Central  
Classical  
PCTA\*

\* PCTA shall have flexible teacher work schedules. Said schedules shall be agreed upon between the Superintendent of Schools or his/her designee and the Union President on an annual basis no later than February 1 of each preceding school year.

**8-5.3 SCHOOL DAY DEFINED (STUDENTS)**

**Elementary Schools:**

Monday-Thursday: 8:00 a.m. to 2:31 p.m.  
Friday: 8:00 a.m. to 1:11 p.m.

Fortes  
Lima/  
Leviton Dual Language  
Pleasant View  
Times2  
Veazie Street

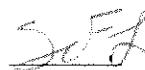
Monday – Thursday: 9:00 a.m. to 3:31 p.m.  
Friday: 9:00 a.m. to 2:11 p.m.

Asa Messer at Bridgham  
Broad Street  
Carl G. Lauro  
Carnevale  
George J. West  
Harry Kizirian  
Mary E. Fogarty

Martin Luther King  
Reservoir Avenue  
Robert Bailey  
Robert F. Kennedy  
Spaziano/Spaziano Annex  
Vartan Gregorian  
Webster Avenue

  
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Initials

William D'Abate  
BJ Clanton

Sackett Street

**Middle Schools 8:00 a.m. to 2:45 p.m.**

DelSesto  
Esek Hopkins  
Gilbert Stuart  
Times<sup>2</sup>  
West Broadway

Nathan Bishop  
Nathanael Greene  
Roger Williams

**Senior High Schools - 7:50 a.m. to 2:35 p.m.**

Hope  
Juanita Sanchez  
ACE  
Dr. Jorge Alvarez  
Mt. Pleasant  
E-Cubed Academy  
Times<sup>2</sup>

**Senior High Schools - 8:30 a.m. to 3:15 p.m.**

Central  
Classical  
PCTA\*

\* PCTA shall have a flexible student school day that will be determined annually.

**ARTICLE 8-6, HIRING OF TEACHERS**

**8-6 Hiring of Teachers**

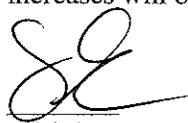
The Board agrees that it shall employ only those applicants who have earned a minimum of a Bachelor's Degree from an accredited college/university and have met certification requirements for at least a Provisional Certificate to the extent available and possible. The School Department shall furnish to the Union the names of all personnel holding an emergency certificate and this listing shall remain current.

**8-6.1, LTSP SALARY**

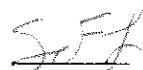
A Long-Term Substitute Teacher in-Pool (LTSP) shall be compensated as follows:

Step 1: \$150 per day  
Step 2: \$200 per day

Long-Term Substitute Teachers in-Pool shall receive credit towards step increases for each semester worked in Providence provided said substitute teacher works a minimum 68 days during a semester. Once a LTSP has worked two semesters consisting at a minimum of 68 days worked per semester, said substitute shall be advanced to Step 2 upon commencement of the next semester. Step increases will occur bi-annually upon the commencement of each semester.

  
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Any Long-Term Substitute Teacher in-pool assigned to a position for a teacher on intermittent leave which he/she is fully certified to teach and remains in said position for a minimum of 68 days in one semester shall be appointed as an LTS retroactive to the first day of assignment.

**ARTICLE 8-14, TEACHER EVALUATION**

**8-14 Teacher Evaluation**

All teachers shall be evaluated on a scheduled basis as determined by the Teacher Evaluation Committee.

**8-14.1 Teacher Evaluation Committee**

The Teacher Evaluation Committee shall be comprised of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the Providence Teachers Union. In addition, the parties shall mutually agree upon and appoint one (1) person from outside the Providence School System who shall serve as a voting member of the committee. The individual mutually appointed by the parties shall be selected on an annual basis and shall sit as chairperson of the committee.

**8-14.2 Non-Tenured Teachers**

All non-tenured teachers shall be evaluated on an annual basis by the principal of the non-tenured teacher's home base school or by an appropriately certified administrator consistent with the Teacher Evaluation Handbook. .

The procedure to be utilized by the evaluator in conducting said evaluation is described in the Teacher Evaluation Handbook. The Teacher Evaluation Handbook is a document, mutually agreed to by the parties and can be amended only by the parties.

The Director of Human Resources will provide a copy of the Teacher Evaluation Handbook to each non-tenured teacher.

All scores recorded for the teacher during his/her probationary period shall be totaled and this score shall be used to determine seniority when two or more teachers have the same date of employment. If a tie remains, a lottery will be conducted by the Director of Human Resources in order to break the tie. The affected teachers and the union representative shall be present.

**8-14.3 Tenured Teachers**

Tenured teachers shall be evaluated on a scheduled basis. The schedule shall be constructed by the Teacher Evaluation Committee and shall be consistent with RIGL 16-12-11.

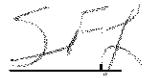
Subject to 8-14.4, teachers identified with an overall effectiveness rating as "Effective" shall be evaluated every other year, while teachers identified with an overall effectiveness rating as "Highly Effective" shall be evaluated every third year. The Teacher Evaluation Committee shall be responsible for identifying evaluation year and rotation for initial implementation using a random process.

Notwithstanding the above, every teacher shall participate in a beginning and end of the year conference with their administrator.

Any teacher scheduled to be evaluated in a given year who is not evaluated for any reason shall be evaluated in the succeeding year.

  
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Tenured teachers, as designated by the teacher evaluation committee, shall be evaluated by the f the tenured teacher's home base school principal or appropriately certified evaluator consistent with the Teacher Evaluation Handbook.

The procedure to be utilized by the evaluator in conducting said evaluation is described in the Teacher Evaluation Handbook. The Teacher Evaluation Handbook is a document mutually agreed to by the parties and can be amended only by the parties.

The Director of Human Resources shall provide a copy of the Teacher Evaluation Handbook to each tenured teacher.

**8-14.4 Special Evaluation**

During a teacher's non-evaluation years, the Superintendent or appropriate Level Director may require a teacher be evaluated. Notice of such shall be in writing and identify specific reasons for the action. Notice of an off-year evaluation shall be issued to the teacher prior to October 31 of each school year. The teacher may have Union representation present at all meetings.

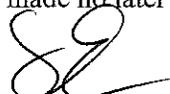
**8-14.5** The inter-communication system or any audio or video recording device shall not be used for observation or evaluation. Except that all teachers being evaluated may voluntarily request to use video to capture evidence during observations. Videotapes shall be secured and shall only be used for purposes of a single evaluation cycle. At the completion of the evaluation cycle the video tape shall become property of the teacher. No additional copies shall be maintained by the evaluator. This section is not intended to prohibit note taking with I-pads and/or laptop computers during the observation session.

**8-14.6** Appeals regarding procedural flaws in the evaluation process shall be filed in a timely fashion so as to afford the evaluator the opportunity to remedy the defect. An unsatisfactory evaluation may be appealed under the grievance procedure.

**8-14.7 Peer Assistance and Review (PAR)**

The parties acknowledge that the District's Peer Assistance & Review (PAR) Program is the exclusive program sanctioned by the District and the Union to assist teachers in need of support. The Peer Assistance & Review (PAR) Program will be monitored by the PAR Panel which is comprised of three (3) members appointed by the Superintendent and four (4) members appointed by the President of the union. The PAR Panel will be responsible to design and monitor the PAR Program and to select and support the PAR Consulting Teachers. In addition, the PAR Panel will be responsible for making final decisions regarding the positive or negative release of Participating Teachers at the end of the cycle. The PAR Program will offer support to teachers whose final effectiveness rating identifies them as "Ineffective" (I) or "Developing" (D) under the district's evaluation system. Participation for all such identified teachers is voluntary. Each such teacher will be assigned a PAR Consulting Teacher to work with them by offering supports intended to improve the areas in which they've been identified as needing support. The PAR Consulting Teacher will be responsible to make a recommendation to the PAR Panel regarding the Participating Teacher's continued participation in the program. No recommendation will be based on fewer than fifteen (15) classroom visits, at least three (3) of which should be informal observations, and there is no maximum number of visits or duration for participation in the program.

For the 2015-16 school year, the parties agree to a pilot program whereby Participating Teachers may elect to substitute the observations of the principal or the appropriately certified evaluator conducted for the purposes of teacher evaluation with the observations of the Consulting Teacher. Said election shall be made no later than October 15<sup>th</sup>.

  
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The pilot program is subject to annual review by the PAR Panel for the duration of this Agreement.

**ARTICLE 8-24, DRESS CODE**

The Board and Union recognize the desirability of enhancing the image of teachers in the Providence School Department. To this end, the Board and Union agree to the following:

- 1 .During the course of the school day, teachers shall not wear shorts, warm-up suits, torn jeans, and/or, tank tops, halter tops, beach or shower thongs, except when engaged in field trips, camping, nature study, physical education instruction and other similar activities when the attire may be that which is appropriate to the situation; and
- 2 Excessively casual dress identified with recreational activity is unacceptable except as provided in Number 1 hereinabove; and
- 3. Teachers shall continue to reflect a positive image to the students and community.

**ARTILCE, 8-25, FAIR DISCIPLINE POLICY**

1) A teacher may only be disciplined for good and just cause. A teacher shall be entitled to be provided with due process. Any sanction imposed upon the teacher shall be reasonably related to the seriousness and nature of the offense and the past record of the teacher. Disciplinary actions will include, but not limited to, the following measures:

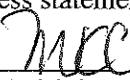
- 1. Counseling
- 2. Oral reprimand
- 3. Written reprimand
- 4. Suspension
- 5. Termination

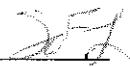
2) The principles of progressive discipline will be applied where appropriate and in relation to the nature and circumstances of the incident. The administration will not be prohibited by any language in this article from recommending suspension, termination or other action on a first offense where warranted.

3) When the principal or other authorized supervisor proposes to impose disciplinary action, except for counseling, oral or written warnings, the following procedure shall be utilized:

- a. The teacher and the Union shall be provided with all relevant evidence and documentation that is relied upon by the Administration to impose the discipline.
- b. Prior to any school board meeting or hearing the teacher and the Union shall be provided with a statement of the causes or reasons that the Administration intends to rely upon to impose discipline within a reasonable period of time but not fewer than five (5) business days prior to the scheduled meeting or hearing.
- c. All evidence and documents shall be provided to the teacher or the Union within a reasonable time but not fewer than five (5) business days prior to any school board meeting or hearing pertaining to the imposition of said discipline or that may be introduced at the time of the hearing.
- d. The teacher and/or his/her representative shall provide the Administration with a list of all witnesses and any witness statements within a reasonable period of time

  
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but not fewer than five (5) business days prior to the school board meeting or hearing.

4) Nothing contained herein shall deprive the school board from suspending and/or terminating a teacher. A teacher who is required to attend a meeting with a supervisor or Principal where the subject of the meeting can be expected to lead to the imposition of discipline or could lead to the teacher being charged with an infraction that could lead to discipline shall be advised that the teacher has a right to have a Union Representative present during the meeting. It is agreed that such notice will be given reasonably in advance of the meeting and the teacher shall not use said notice to delay the scheduling or holding of the meeting.

5) The School Board will not use as the sole basis of any disciplinary decision a teacher's refusal/failure to answer questions or provide information during any meeting at which the teacher's attendance has been required.

6) Terminations for good and just cause may be pursued through arbitration as defined in Article 15, Grievance Procedure or a hearing at the RI Department of Education.

**ARTICLE 8-28.5, SCHOOL IMPROVEMENT TEAM/INSTRUCTIONAL LEADERSHIP TEAM**

The Instructional Leadership Team (ILT), co-chaired by the principal and building delegate is responsible for guiding efforts to improve student achievement and all other aspects of school performance in order to attain student and school success. The ILT shall use a collaborative decision-making model in all aspects of school operations, especially instruction. The School Improvement Team (SIT) is a subcommittee of the larger ILT.

8-28.6 Instructional Leadership Teams may recommend modifications to any collective bargaining agreement. Any modification to the Providence Teachers Union/Providence School Board Collective Bargaining Agreement must have 70% school faculty approval as well as Union/Board approval.

**ARTICLE 8-31, SCHOOL IMPROVEMENT INTERVENTION TEAM**

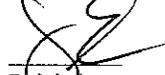
In support of the Board's and the Providence Teachers Union's philosophy and commitment to school reform and improved student achievement, the parties will collaborate through a School Improvement Intervention Team. The School Improvement Intervention Team shall be jointly chaired by the Superintendent and the President and shall have decision-making authority with regard to support and for any school in need of corrective action or restructuring under state or federal law.

**ARTICLE 8-34, SCHOOL AUTONOMY**

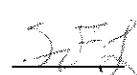
The parties agree that the school site is the appropriate place for most decision-making affecting the education of children in that school. Accordingly, they agree that a school should have as much flexibility as possible in managing their operations and educational programs for maximum educational effectiveness.

The parties also share a mutual interest in removing barriers from attracting and retaining a diverse group of talented teachers.

There is a collective desire to develop pilot schools in the district where site-based autonomy and collaborative shared decision-making are the norm. Collaborative shared decision-making is a process in which all members of the education community at the school level collaborate in establishing a vision, identifying problems, defining goals, implementing programs, and learning from experience. The purpose of collaborative shared decision-making is to create a climate in the schools where faculty, parents,

  
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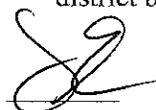
  
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administrators, students and other community members work together and share the responsibility and accountability for school improvement, student achievement, increased satisfaction among professional educators, greater involvement by and with parents, and stronger support from the community at large.

Finally, the Union and the Board agree that any school community wishing to attain school autonomy must follow the process and complete the application process as described below:

1. Applications for autonomous schools shall be completed by the school's Instructional Leadership Team (ILT). In the spirit of this agreement all applications will be based on distributed leadership within the school. No application will be approved that does not provide for shared decision-making at the school site. All applications must demonstrate school faculty support in accordance with Article 8-28.6 of the collective bargaining agreement and school community involvement.
2. All applications shall be submitted to a Joint Governance Board which is comprised of four members selected by the District and four members selected by the Union in addition to the Superintendent and the Union President.
  - a. The Superintendent and PTU president shall establish the Joint Governance Board (JGB), which either they or their designees will co-chair, to oversee and support the entire autonomous schools program. The JGB shall also develop and implement a program evaluation and progress report system.
  - b. The JGB is responsible for ensuring the autonomous schools program is aligned with the district's strategic planning. The JGB shall use a collaborative decision-making model in all aspects of its work. Governing By-laws shall be developed by the JGB. Any modifications to the by-laws must be approved by no less than 70% of the members of the JGB.
  - c. Applications will be reviewed based on a variety of criteria and the final decision is the sole responsibility of the joint governance board. Schools may not appeal the joint governance board's decision but may apply for autonomous school status each year.
  - d. Details of the application, the selection criteria, timelines, and other procedural steps will be developed by the joint governance board and maintained by the board and may be revised at any time by the board.
  - e. The joint governance board will also have the authority to revoke autonomous status if it determines such an action is in the best interest of the students. Procedures for revocation will be developed and maintained by the joint governance board and may be revised at any time by the JGB.
  - f. The JGB shall also develop and implement a program to evaluate the autonomous schools program and provide ongoing updates to the School Board and other interested parties at least once every six months.
3. Schools may apply for varying components of autonomy. The specific decisions for which components of autonomy to be approved shall be determined by the JGB. After a school's approval of autonomous status, teachers may elect to opt-out of the school.

Those leaving for reasons unrelated to performance will be eligible for future employment in the district based on the transfer policies as established by the CBH Committee.

  
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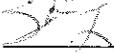
  
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4. All autonomous schools, at a minimum, shall follow the district's base compensation, health benefits, and evaluation programs as defined in the Collective Bargaining Agreement. Any contractual variance included in a school's application must be approved by the Union in accordance with Article 8-28.6.

5. The PSD and the Union will create and deliver a joint informational training for the application process and subsequent trainings for schools whose application has been accepted.

  
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**ARTICLE 10-1, TEACHER FACILITIES**

A telephone for faculty use shall be provided in each school. Every effort shall be made to insure privacy.

**ARTICLE 11, POSTED POSITIONS (Appendix B-2.1, B-8 and B-9)**

**11-4** All applications, with the exception of applications for internal postings, shall be made on the Providence Applicant Tracking System (PATS). All applicants must possess any specific education and/or experience requirements in the area relating to the vacancy or new position stated in the posting to be eligible.

**11-11** Any teacher hired to a position listed in Appendix B-9 (except for Athletic Directors) may hold no more than one such position at any given time; however, there shall be no limit as to the number of Appendix B-9 positions held by a teacher during the school year.

**ARTICLE 12, TRANSFER POLICY**

The Providence Teachers Union and the Board recognizes the value to students of having qualified, certified, experienced and effective teachers in every classroom. The Union and the Board are committed to working together to provide a quality teacher in every classroom by implementing a fair, reliable and transparent teacher hiring and evaluation system as well as providing supports and resources. As such, the Union and the Board acknowledges that the Criterion-Based Hiring and Transfer Policy shall be an evolving and dynamic process that will be jointly developed over the course of this Agreement.

**12-1** The Criterion-Based Hiring and Transfer provisions represents the manner in which teachers select or are assigned to a teaching position as a result of a consolidation, voluntary transfer, rescission from layoff, or return after a leave of absence. Criterion-Based Hiring and Transfer provisions shall be determined by the Joint Criterion-Based Hiring Committee. On an annual basis, the Office of Human Resources shall communicate the transfer and hiring provisions as agreed upon by the Joint Criterion-Based Hiring Committee to teachers in a timely manner.

**12-2 Joint Criterion-Based Hiring Committee**

The Joint CBH Committee will consist of three (3) PTU members, three (3) PPSD members and one (1) impartial member to serve as a tie-breaker. The Joint CBH Committee will address all Criterion-Based Hiring and Transfer issues, including but not limited to:

- a. Develop an implementation manual to assist teachers and administrators.
- b. Establish annual staffing timelines.
- c. Resolve PATS technical issues, e.g. computer glitches, etc.
- d. Resolve issues and establish guidelines concerning the fairness and adequacy of the application, interview and selection process.
- e. Monitor consolidated positions and ensure that, if a position is improperly consolidated, the incumbent returns to the position.

  
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12-2.1 School Based Criterion Based Hiring Committees

Each school shall establish a Criterion Based Hiring Committee in accordance with the guidelines as established by the Joint CBH Committee. Effective the 2015-16 school year, teachers serving on a school based CBH committee shall receive an annual stipend of \$500 payable in a lump sum at the conclusion of the annual CBH process.

Any teacher serving on his/her school's Hiring Committee and who is scheduled to be evaluated during the same school year, may request to be evaluated by an evaluator who is not assigned to his/her school. Said request shall be made to the Teacher Evaluation Committee no later than October 15<sup>th</sup>.

**ARTICLE 12-5.2, CONSOLIDATIONS**

In the event there is a decrease in the number of teachers in any area of certification, teachers shall be transferred according to their date of hire.

Said teachers shall be notified by the Office of Human Resources by the timeline as established annually by the Joint CBH Committee. Said notification shall provide the specific reason(s) for the involuntary transfer.

Said teacher, however, shall not be transferred should there be a vacancy before the commencement of the annual Displaced Teacher process and/or Criterion-Based Hiring and Transfer.

Said teachers as may be transferred shall be reassigned in said area of certification in the inverse order of their transfer, if said teachers are available and so desire to be reassigned.

No new appointments shall be made to said area of certification while there are available teachers so transferred. Said teachers being recalled will return to their former positions if said positions are available. If said positions are not available, the order of placement shall be according to their date of hire.

For the 2015-16 school year, any teacher who is affected by a consolidation from his/her area of certification may elect to transfer to a vacant position within his/her school in a different area of certification in accordance with Article 13-1 as long as said teacher holds full certification for said position. In no event, may a displaced teacher in one certification area displace a teacher in a different certification area. This provision may be extended for the duration of the 2014-2017 Collective Bargaining Agreement per mutual agreement of the parties, in writing, no later than January 15, 2017.

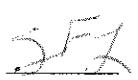
For the 2015-16 school year, any Elementary teacher who is affected by a consolidation from his/her grade level or subject area may choose not to displace a less senior teacher in said area of certification and select a new assignment in accordance with Article 12, Transfer Policy. This provision may be extended for the duration of the 2014-2017 Collective Bargaining Agreement per mutual agreement of the parties, in writing, no later than January 15, 2017.

12-7 In the event that layoffs are necessary, teachers shall be notified no later than June 1 of the school year immediately preceding the school year in which the layoff is to become effective. Provided, however, that prior to implementing any layoffs resulting in staff reductions, the parties shall agree on the manner and criteria to be utilized in any staff reductions pursuant to layoffs. Consent to the methodology of layoffs shall not be unreasonably withheld.

12-7.1 Each year, from June 1 through and inclusive of the last School Board meeting in August, teachers who receive lay-off notices shall be reinstated if positions are available. Said teachers shall return to the positions they held prior to lay-off if said positions are available; and if not available, said teachers shall be reassigned pursuant to 12-1.

  
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12-7.2 The City agrees that there shall be no layoffs of bargaining unit members for the 2015-16 school year only. This provision shall not be construed to prohibit the PSB from issuing layoff, dismissal or non-renewal notices pursuant to state law on or before June 1, 2016 for the 2016-17 school year or any year thereafter.

**ARTICLE 13, TEACHER PROGRAMS**

Effective upon the ratification of this Agreement the following Article 13 Teacher Programs provisions will be applicable. Nothing herein shall be construed to abrogate the powers and duties reserved by law and regulation to the City as provided under R.I. Gen. Laws § 16-53.1-1, *et seq.*, nor can any provision of this Article affect or change any educational curriculum or school structure.

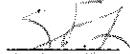
**13-1** Programming preferences will be honored to the extent consistent with the preparation and experience of the teacher and the needs of the school system. All assignments shall be made on an educationally sound basis. Building administrators shall exercise professional judgment when making instructional assignments; however, they shall demonstrate that all decisions meet one or more of the following criteria:

Criteria Area	Elements of the Criteria Area
<p>1. <i>Prioritizing the staffing of high-need and/or specialty classrooms with highly effective and appropriately trained teachers</i></p>	<p>Assignment practices that match:</p> <ul style="list-style-type: none"> <li>• Highly effective teachers to intervention classes</li> <li>• Teachers with specialized and relevant training to high need and specialty classrooms</li> <li>• Teachers with successful experience working with high need or specialty classrooms</li> </ul>
<p>2. <i>Matching of teacher skills, professional experience, and training to instructional assignments</i></p>	<p>Assignment practices that match:</p> <ul style="list-style-type: none"> <li>• Teachers with specialized and relevant training to high need and specialty classrooms</li> </ul>
<p>3. <i>Ensuring an appropriate, manageable, and equitable balance of course assignment between and amongst instructional staff</i></p>	<p>Creation of:</p> <ul style="list-style-type: none"> <li>• Teacher schedules that don't unreasonably assign large numbers of either intervention or advanced student groups to a single teacher</li> <li>• Teacher schedules that distribute the number and timing of administrative and preparatory periods on the basis of student and school need</li> </ul>
<p>4. <i>Consideration of teachers' programmatic preferences, as communicated through their preference sheets.</i></p>	<p>Assignment practices that:</p> <ul style="list-style-type: none"> <li>• Take seriously the consideration teachers' professional judgment and their expertise in meeting student need as expressed through preference sheets;</li> <li>• Honor preference sheets whenever such assignments are instructionally sound and coincide with student need.</li> </ul>

These priority areas shall be the driving force behind instructional assignments. In no case shall principals make staffing decisions that are arbitrary, capricious, or driven by forces that are not clearly and demonstrably associated with the above criteria in their stated order. To that end, all tools and processes developed to support need-driven instructional assignments will require transparency, objectivity, and professionalism on the part of all participants. Teachers shall be given the opportunity to discuss their

  
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assignment requests with their principal and shall have the right to request a written explanation. Upon request, building administrators shall provide an adequate written explanation that clearly demonstrates the rationale resulting in their instructional assignment within five (5) days of the teacher's request. In the event of an unclear or unsatisfactory response, teachers will have the opportunity to appeal their assignment to the Teacher Program Committee.

Teacher assignments at the Elementary level shall be made in accordance with the above criteria for any vacancy within a school which a teacher is fully-certified to teach and for which a teacher has indicated a preference on his/her preference sheet. Notwithstanding the above, any two Elementary teachers teaching in the same school under the same area of certification may, by mutual agreement, exchange teaching assignments effective the subsequent school year. Teachers who mutually agree to exchange positions shall indicate in writing to the principal their desire to exchange positions after needs based assignments are made but no later than the last day of the school year. All teacher exchange requests shall be reviewed and approved by the building Principal. The Principal shall notify the teachers in writing, of the approval or denial no later than fifteen (15) days after receipt of said request. Both the Office of Human Resources and the Union office shall be notified of all teacher exchange requests and the Principal's decision.

Preference sheets to remain active must be renewed annually in writing.

**13-2** Teachers shall be provided with a list of all courses or Elementary grade levels and type of class to be offered to students for the next school year prior to the completion of preference sheets. New courses to be offered shall be highlighted. A teacher who has designed or created new course offerings shall be given first preference to teach said course for the first year of its offering.

Preference sheets may be filed by teachers each year by the annual date as established by the Joint CBH Committee. Preference sheets shall be in effect r through and inclusive of the renewal date of the following year.

**13- 3** No later than ten (10) days prior to the end of the school year, teachers shall receive their program for the following year which shall include the names of the courses or grade level that the teacher will teach the following school year.

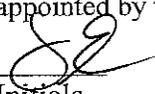
No later than fifteen (15) days prior to the beginning of the school year, teachers shall be provided with their total program for the following year, which shall include the periods and rooms where their assignments are scheduled.

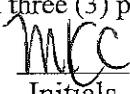
If personnel or program changes occur during the summer that require a change in a teacher's program, the principal or supervisor shall provide reasonable notification to the teacher.

If personnel or program changes occur after the start of the school year that requires a change in a teacher's program, the principal shall convene the school's Instructional Leadership Team (ILT) to review the request for a change.

The ILT shall review and approve or reject the request for a change by a simple majority vote. If the request for a change is approved, the Teacher Program Committee shall be notified and said teacher shall be given five (5) teaching days notice. The teacher whose program has been changed or the building principal may appeal the decision of the ILT to the Teacher Program Committee within five (5) days of the decision of the ILT. In the event of an appeal, the teacher shall retain his/her original schedule until final resolution. The Teacher Program Committee's decisions are final and binding. The Teacher Program Committee shall convene as necessary.

The Teacher Program Committee for the Providence School system shall be comprised of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the

  
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Providence Teachers Union. In the event the Teacher Program Committee cannot reach consensus on an appeal filed by a teacher or a building administrator, said appeal will be reviewed by the Superintendent whose decision shall be final and binding.

13-4 Teaching periods shall not exceed five (5) per day, or twenty-five (25) per week.

**13-5 Program Guidelines**

13-5.1 Teachers shall be programmed as to have a minimum of lesson preparations. Program requests of teachers shall be taken into consideration in determining this minimum. This policy shall be followed especially for beginning teachers and teachers having homeroom classes with maximum teaching loads.

13-5.2 Teachers shall be assigned to teach in their area of certification only.

13-5.3 The number of different rooms in which assignments occur shall not exceed three (3) in any one day.

13-5.4 Equitable standards shall be applied within each school for exemption from homerooms, building assignments and for class size distribution.

**ARTICLE 15-2.3, LEVEL C -- ARBITRATION**

15.2.3.1 A grievance that was not resolved at Level B under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing a demand for arbitration with the Labor Relations Connection or the American Arbitration Association. The notice shall be filed not later than twenty-five (25) days after receipt of a decision in writing from Level B of the grievance procedure.

15.2.3.2 The proceedings shall be governed in accordance with the rules and procedures of the Labor Relations Connection or the American Arbitration Association. If the Union agrees with the Board to a different method of selecting the arbitrator, or if the parties mutually agree to have the State Board of Education designate the arbitrator to conduct the arbitration, such agreement shall govern the selection of the arbitrator.

**16-8 Union Health and Welfare Fund**

The Providence Teachers Union shall utilize a Health and Welfare Trust Fund with appropriate supporting documents for the purpose of providing Health and Welfare benefits to bargaining unit members. In order to provide each bargaining unit member Health and Welfare benefits, the School Board agrees to contribute to the Providence Teachers Union Health and Welfare Trust Fund four dollars and eighty cents (\$4.80) per week, per regular teacher and LTS (Appointed to position held by teacher on leave of absence) for fifty-two (52) weeks per year. Contributions by the School Board to the above-identified Trust Fund shall be made on a monthly basis, payable no later than the twentieth (20<sup>th</sup>) day of the subsequent month. Employees must be on active status to be counted toward the contribution. An employee receiving Workers' Compensation Benefits shall be considered to be working his/her normal and regular workweek.

The above named Trust Fund shall be administered by a board of trustees selected and appointed under the provisions of the said Trust Agreement heretofore executed by the Providence Teachers Union. The provisions of this section shall be effective September 1, 1999 and thereafter.

 Effective September 1, 2015 the School Board contribution shall be \$5.05/week.  
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Effective September 1, 2016 the School Board contribution shall be \$ \$5.30/week.

**ARTICLE 21, JOB SECURITY**

**APPENDIX A-1**

Steps	2014-15	Steps	2015-16	Steps	2016-17	
			1.00%		1st day of work 1.75%	Last day of school 1.50%
1	\$38,872	1	\$39,261	1	\$39,948	\$40,547
2	\$40,782	2	\$41,190	2	\$41,911	\$42,539
3	\$42,966	3	\$43,396	3	\$44,156	\$44,818
4	\$45,778	4	\$46,236	4	\$47,045	\$47,751
5	\$49,491	5	\$49,986	5	\$50,861	\$51,624
6	\$53,257	6	\$53,790	6	\$54,731	\$55,552
7	\$56,758	7	\$57,326	7	\$58,329	\$59,204
8	\$60,471	8	\$61,076	8	\$62,145	\$63,077
9	\$63,760	9	\$64,398	9	\$65,525	\$66,507
10	\$66,837	10	\$67,505	10	\$68,687	\$69,717
11	\$69,489	11	\$70,184	11	\$71,412	\$72,483
12	\$73,270	12	\$74,003	12	\$75,298	\$76,427

1. Step increase for the 2011-12 school year, teacher will continue to be compensated at their 2010-11 salary step. Effective 2012-13 school year, teachers will move up one salary step for each of the years remaining on this contract. Except that teachers on step 10 effective the 2011-12 school year, shall be placed on Step 12 effective 2012-13 school year.

2. Notwithstanding the above, in the event that the City agrees in any collective bargaining agreement or stipulated interest arbitration award to a General Wage Increase for City employees in excess of one percent (1%) for Fiscal Year 2016 then all members of Local 958, including those who have retired in Fiscal Year 2016, shall be entitled to the same wage increases. The parties agree that this provision shall not apply to awards established by an interest arbitration panel and/or arbitration awards for City and School as a result of a contested arbitration hearing

**A-2 Professional Advancement Schedule**

		Effective 2016-17
Bachelor's Plus 30 Hours	\$2,455	\$2,705
Master's	\$2,855	<u>\$3,105</u>
Master's Plus 30 Hours	\$3,257	\$3,507
Doctorate	\$3,657	\$3,907A-2.1 National Board

**Certification**

In addition to benefits payable in A-2, teachers who obtain National Board Certification shall receive a further stipend of \$5,500.00.

  
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<b>A-3 Longevity Schedule</b>		<b>Effective 2016-17</b>
15 years (10 of which have been in Providence)	\$ 700	\$ 950
20 years (15 of which have been in Providence)	1,672	\$1,922
25 years (20 of which have been in Providence)	1,787	\$2,037

**APPENDIX C, COMPREHENSIVE MEDICAL COVERAGE**

**C-1** The Board shall provide, the following health care benefits and riders herein outlined for all professional teaching personnel in the Providence School Department, hired prior to the start of the 2004-2005 school year, for individual and family plan coverage.

For the purposes of this section, all previously appointed teaching personnel (R, LTSP, LTS) with less than a 12 month break in service shall be considered hired prior to the 2004-2005 school year.

Recognizing the continued increasing costs of medical care, the parties agree to form a Healthcare Exploratory Committee to research potential cost-savings options to the comprehensive medical coverage as provided in Appendix C.

Any recommendation made by the Healthcare Exploratory Committee shall be made to the Board and the Union membership for approval.

For the period September 1, 2014 through, August 31, 2015, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute \$2,900.06 per year for family plan coverage or \$1,086.08 per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute \$796.52 per year for individual basic medical coverage. LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

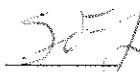
For the period September 1, 2015 through, August 31, 2016, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute \$3,542.01 per year for family plan coverage or \$1,326.50 per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute \$972.85 per year for individual basic medical coverage. LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

For the period September 1, 2016 through, August 31, 2017, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute \$4,020.67 per year for family plan coverage or \$1,505.75 per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute \$1,021.50 per year for individual basic medical coverage. LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first pay check of the 2014-15 school year.

  
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Benefit	Coverage at Network Providers	Outside of PPO Network you pay:
<p>Office Visits</p> <p><b>Note:</b> Chiropractic visits are limited to 12 per calendar year. Allergists and dermatologists have a \$15 co-payment. Medication visits for serious mental illness are included.</p>	<p>100% minus \$10 co-payment</p>	<p>\$10 plus 20%</p>
<p>Preventive Services</p> <p><b>Note:</b> Includes gynecological visits, pap smears, mammograms and routine physicals.</p>	<p>100% minus \$10 office visit co-payment</p>	<p>\$10 plus 20%</p>
<p>Pediatric Preventive Services</p> <p><b>Note:</b> Includes routine physicals, lab work and immunizations.</p>	<p>100% minus \$10 office visit co-payment</p>	<p>\$10 plus 20%</p>
<p>Prescription Drugs (Non-Maintenance)</p> <p><b>Note:</b> CVS, Brooks and several independent pharmacies in RI, MA and CT.</p>	<p>\$5 generic \$15 brand/\$600 cap per family (<u>maintenance and non-maintenance</u>)</p>	
<p>Prescription Drugs (Maintenance)</p> <p><b>Note:</b> 30 day supply of <u>maintenance drug at any retail pharmacy. 90 day supply of maintenance by Mail or CVS retail.</u></p>	<p><u>Maintenance Choice - Option 2 - new mail copay - \$5/\$10 retail, \$10/\$20 mail</u></p>	
<p>Emergency Room Care</p> <p><b>Note:</b> Co-payment waived if admitted within 24 hours. Coverage for accidents and life-threatening emergencies only.</p>	<p>100% minus \$100 co-payment/ \$200 cap per individual and \$300 cap per family</p>	<p>\$25</p>

  
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Hospitalization <b>Note:</b> Unlimited days at general hospitals, 45 specialty days per year	100%	20%*
Inpatient Medical & Surgical Care (Doctor Services) <b>Note:</b> Unlimited days at general hospitals, 45 specialty days per year	100%	20%*
Outpatient Medical & Surgical Care (Facility & Doctor Services) <b>Note:</b> e.g. Ambulatory surgi-centers and outpatient surgery	100%	20%*
Obstetrical Care <b>Note:</b> Pre-natal, delivery and post-natal care	100%	20%
Lab Tests & X-rays <b>Note:</b> Some hospital outpatient labs and hospital outpatient X-ray services are not part of the Network and will be covered at 80%	100%	20%
Routine Eye Exam <b>Note:</b> One exam annually	100% minus \$10 co-payment	\$10 plus 20%
Physical/Occupational Therapy <b>Note:</b> Hospital-based therapist; following a hospital stay	100%	20%
Ambulance, Private Duty Nursing & Durable Medical Equipment	80%	20%
Home Care & Hospice Care <b>Note:</b> In lieu of hospitalization. Includes doctor, nurse, and home health aide visits	100%	20%

  
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<p>Inpatient Mental Health Care</p> <p><b>Note:</b> Limited to 45 days per calendar year (up to 90 days per admission for serious mental illness) when arranged by Care Manager. No Gatekeeper</p>	<p>100%*</p>	<p>50%*</p>
<p>Outpatient Mental Health Care</p> <p><b>Note:</b> \$15 co-payment for individual therapy, \$10 co-payment or group therapy. 20 visits per year. \$1,000 annual maximum when arranged by Care Manager. No Gatekeeper</p>	<p>100% minus co-payment*</p>	<p>\$15 (individual) \$10 (group) plus 50%*</p>
<p>Inpatient Substance Abuse Treatment</p> <p><b>Note:</b> Rehabilitation limited to 30 days per year, 90 days lifetime. Detoxification limited to 3 admissions of 21 days per year. Both when arranged by Care Manager. No Gatekeeper.</p>	<p>100%*</p>	<p>50%*</p>
<p>Outpatient Substance Abuse Treatment</p> <p><b>Note:</b> \$15 co-payment for individual therapy, \$10 co-payment for group therapy. Limited to 30 hours per year plus 20 hours for eligible dependents. When arranged by Care Manager. No Gatekeeper.</p>	<p>100% minus co-payment*</p>	<p>\$15 (individual) \$10 (group) plus 50%*</p>
<p>Dependent Coverage</p> <p><b>Note:</b> Covered at same level as subscriber, includes spouse and unmarried, dependent children through December 31 following 19<sup>th</sup> birthday or 25<sup>th</sup> birthday for full-time students.</p>	<p>Yes</p>	

  
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Pre-authorization	Obtained by network physician. Required for those services above identified with asterisk	Obtained by member. Required for those services above identified with asterisk.
Annual Deductible	None	\$100 per calendar year.
Acupuncture Rider	<p><u>Coverage is limited to a maximum of 12 visits, which includes one initial examination.</u></p> <p><u>\$10 co-pay when seen by a participating Doctor of Acupuncture. Coverage upon member election.</u></p>	

**C-1.1** Teachers enrolled in the medical coverage plan described in C-1 who wish to enroll in Blue Cross Classic may do so during the open enrollment period by paying through a payroll deduction the premium/working rate difference between the cost of C-1 and Blue Cross Classic including all appropriate and applicable co-share payments.

Teachers enrolled in the medical coverage plan described in C-1 may opt to enroll in the medical coverage plan described in C-2 and shall be responsible only for the costs associated with C-2.

**C-2** The Board shall provide the following Plan 750 and riders outlined herein for all professional teaching personnel in the Providence School Department hired effective September 1, 2004 for individual and family plan coverage.

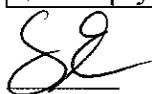
For the period September 1, 2014 through August 31, 2015, employees shall contribute \$2,318.88 per year for "Plan 750" family plan coverage, and \$883.35 per year for "Plan 750" individual coverage toward the cost of health care.

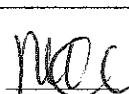
For the period September 1, 2015 through August 31, 2016, employees shall contribute \$2,832.22 per year for "Plan 750" family plan coverage, and \$1,078.91 per year for "Plan 750" individual coverage toward the cost of health care.

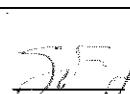
For the period September 1, 2016 through August 31, 2017, employees shall contribute \$3,214.95 per year for "Plan 750" family plan coverage, and \$1,224.71 per year for "Plan 750" individual coverage toward the cost of health care.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first paycheck of the 2014-15 school year.

Benefit	Coverage at Network Providers	Outside of Network you pay:
Office Visits  Note: Chiropractic visits are limited to 12 per calendar year. Allergists and dermatologists have a \$30 co-payment.	100% minus \$30 office visit co-payment	\$30 office visit co-payment plus 20% after annual deductible.

  
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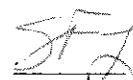
  
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<p>Preventive Services</p> <p><b>Note:</b> Includes routine physical exams, treatment of sickness or injury, voluntary family planning and immunizations.</p>	<p>100% minus \$30 office visit co-payment</p>	<p>\$30 office visit co-payment plus 20% after annual deductible.</p>
<p>Pediatric Preventive Services</p> <p><b>Note:</b> Includes routine physicals, lab work and immunizations.</p>	<p>100% minus \$30 office visit co-payment. Co-payment waived for children 0-15 months of age.</p>	<p>\$30 co-payment plus 20% after annual deductible.</p>
<p>Prescription Drugs (Non-Maintenance)</p> <p><b>Note:</b> *Notification to claims administrator necessary for certain prescription drug products.</p>	<p>\$5 generic \$15 brand on the Preferred Drug List \$30 not on the Preferred Drug List(maintenance and non-maintenance)</p>	
<p>Prescription Drugs (Maintenance)</p> <p><b>Note:</b> 30 day supply of maintenance drug at any retail pharmacy. 90 day supply of maintenance by Mail or CVS retail.</p>	<p>Maintenance Choice - Option 2 - new mail copay - \$5/\$10 retail, \$10/\$20 mail</p>	
<p>Emergency Room Care</p> <p><b>Note:</b> Co-payment waived if admitted. Coverage for true emergencies only.</p>	<p>*100% minus \$100 co-payment</p>	<p>Same as network.</p>
<p>Hospitalization</p> <p><b>Note:</b> Semi-private room.</p>	<p>*100% after annual deductible</p>	<p>*20% after annual deductible</p>
<p>Inpatient Medical &amp; Surgical Care (Doctor Services)</p>	<p>100% after annual deductible</p>	<p>20% after annual deductible</p>
<p>Outpatient Medical &amp; Surgical Care (Facility &amp; Doctor Services)</p> <p><b>Note:</b> Hospital or alternate facility.</p>	<p>100% after annual deductible</p>	<p>20% after annual deductible</p>

  
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<p>Obstetrical Care</p> <p><b>Note:</b> Pre-natal, delivery and post-natal care. *Claims administrator must be notified if inpatient stay exceeds time frames.</p>	<p>100%</p>	<p>20%</p>
<p>Lab Tests &amp; X-rays</p> <p><b>Note:</b> Covered health services received on an outpatient basis at a hospital or alternate facility including: lab and radiology/x-ray, mammography testing.</p>	<p>100% after annual deductible</p>	<p>20% after annual deductible</p>
<p>Routine Eye Exam</p> <p><b>Note:</b> One exam annually. \$100 every other calendar year for every member towards purchase of glasses, frames or contact lenses.</p>	<p>100% minus \$30 co-payment</p>	<p>20% plus \$30 co-payment after annual deductible</p>
<p>Physical/Occupational Therapy/Speech Therapy/Pulmonary Rehab./Cardiac Rehabilitation</p> <p><b>Note:</b> 45 visits of cardiac rehabilitation therapy per calendar year.</p>	<p>100% after annual deductible if services with a hospital based therapist and within 30 days following a hospital stay, home care program or ambulatory surgical procedure.</p> <p>(otherwise)</p> <p>80% after annual deductible.</p>	<p>Same as network.</p>
<p>Ambulance, Private Duty Nursing &amp; Durable Medical Equipment</p>	<p>80% after annual deductible.</p>	<p>Same as network.</p>
<p>Home Care &amp; Hospice Care</p> <p><b>Note:</b> Includes skilled nursing, skilled teaching, skilled rehabilitation services when ordered by a physician and provided by or supervised by a registered nurse in your home.</p>	<p>*100% after annual deductible</p>	<p>*20% after annual deductible.</p>

  
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<p>Inpatient Mental Health Care</p> <p><b>Note:</b> Limited to 30 visits per calendar year.</p>	<p>*100% after annual deductible</p>	<p>*20% after annual deductible</p>
<p>Outpatient Mental Health Care</p> <p><b>Note:</b> Limited to 30 visits per calendar year.</p>	<p>*\$15 per individual visit *\$15 per group visit</p>	<p>*20% plus \$15 per visit after annual deductible</p>
<p>Inpatient Substance Abuse Treatment</p> <p><b>Note:</b> Includes detoxification from abusive chemicals or substances that is limited to physical detoxification when necessary to protect your physical health and well-being. Limited to 30 visits per calendar year.</p>	<p>*100% after annual deductible</p>	<p>*20% after annual deductible</p>
<p>Outpatient Substance Abuse Treatment</p> <p><b>Note:</b> Limited to 30 hours per member per calendar year.</p>	<p>*\$15 per individual visit *\$15 per group visit</p>	<p>*20% plus \$15 per visit after annual deductible</p>
<p>Dependent Coverage</p> <p><b>Note:</b> Participant's legal spouse/domestic partner or an unmarried dependent child up to the age of 19 or 25 if a full-time student.</p>	<p>Same as participant</p>	<p>Same as participant</p>
<p>Pre-authorization</p>	<p>Obtained by member for those services above identified with asterisk. Benefit will be reduced to 50% if claims administrator is not notified.</p>	<p>Obtained by member for those services above identified with asterisk. Benefit will be reduced to 50% if claims administrator is not notified.</p>
<p>Annual Deductible</p>	<p>\$750.00 per covered person per calendar year, not to exceed \$1,500 for all covered persons in a family.</p>	<p>Same as network.</p>
<p><u>Acupuncture Rider</u></p>	<p>Coverage is limited to a maximum of 12 visits, which includes one initial examination.</p> <p>\$10 co-pay when seen by a participating Doctor of Acupuncture. Coverage upon member election.</p>	

  
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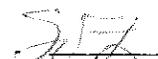
**C-2-1** Teachers enrolled in the medical coverage plan described in C-2 who wish to enroll in Blue Cross Classic or who wish to enroll in the medical coverage plan described in C-1 may do so during the open enrollment period by paying, through a payroll deduction, the premium/working rate difference between the cost of C-1 and the cost of the medical coverage plan selected including all appropriate and applicable co-share payments that were in effect during the 2013-14 school year. These payments shall be deducted on a pro-rated basis from each paycheck, starting with the first paycheck of the 2014-2015 school year, and shall remain unchanged for the duration of this Agreement.

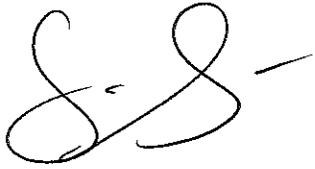
**C-6 Working Spouse Provision**

Effective October 1, 2015, any member whose spouse has coverage available to them through their employer must enroll in single coverage to maintain eligibility with the City plan serving as a secondary payer. The City will reimburse the cost of the spouse's premium contribution to the member with proper documentation. Failure to enroll for available coverage constitutes loss of eligibility.

  
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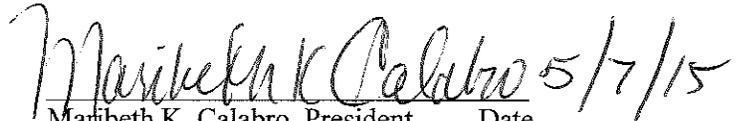
  
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Jorge Elorza, Mayor  
City of Providence

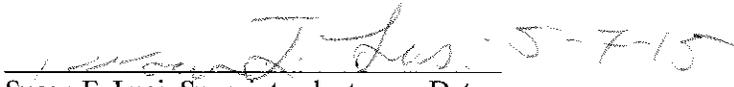
5/7/15

Date



Maribeth K. Calabro, President  
Providence Teachers Union

Date



Susan F. Lusi, Superintendent  
Providence School Department

Date



Jeffrey Dana, City Solicitor

5/28/15

Date



Initials



Initials



Initials

AMENDMENT

September 1, 2014 – August 31, 2017

TENTATIVE AGREEMENT

Between the

Providence Teachers Union,  
AFT Local 958

and the

City of Providence

AGREEMENT MADE AND ENTERED INTO on this 4<sup>th</sup> day of September by and between the City of Providence (hereinafter referred to as the "City") and the Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union") as heretofore ratified pursuant to Section 17-27 of the Providence Code of Ordinances (Section 17-27).

WHEREAS, the parties' negotiations have resulted in a Tentative Agreement, effective September 1, 2014 to August 31, 2017; and

WHEREAS, the parties hereto desire to amend the Tentative Agreement dated May 7, 2015;

Now, therefore, the City and the Union hereto agree to the following amendments to the Tentative Agreement dated May 7, 2015 and be bound by the same:

~~12-7~~ In the event that layoffs are necessary, teachers shall be notified no later than June 1 of the school year immediately preceding the school year in which the layoff is to become effective. Provided, however, that prior to implementing any layoffs resulting in staff reductions, the parties shall agree on the manner and criteria to be utilized in any staff reductions pursuant to layoffs. Consent to the methodology of layoffs shall not be unreasonably withheld.

12-7.1 In the event that layoffs are necessary, teachers shall be notified no later than June 1 of the school year immediately preceding the school year in which the layoff is to become effective.

12-7.1 The parties agree that for the duration of this Agreement, staff reductions shall be made pursuant to seniority within area of certification utilizing the teachers' probationary date of employment. This provision shall expire and be of no further force and effect as of 11:59:00 p.m. on August 31, 2017.

Upon the expiration of this provision but prior to the implementation of any layoffs resulting in staff reductions, the parties shall negotiate and agree upon the manner and criteria to be utilized in any staff reductions pursuant to layoffs. Consent to the methodology of layoffs shall not be unreasonably withheld.

TWCA  
9/31



JORGE O. ELORZA  
*Mayor*

SUSAN F. LUSI, PH.D.  
*Superintendent*



Providence Public School District  
Finance Office  
797 Westminster Street  
Providence, RI 02903-4045  
tel. 401.456-9100 ext. 1140  
fax 401. 456-9252  
www.providenceschools.org

June 3, 2015

Dear Chairman Iglizoi:

For your consideration is the fiscal note pertaining to the proposed changes to the Providence Teachers Union (AFT Local 958) contract. The total additional cumulative cost for the life of the contract is \$5,375,315. This new contract covers the period of September 1, 2014 through August 31, 2017. This agreement covers approximately 2,000 full time members. The substantive changes in the contract can be categorized within the following two areas: wages and other benefits; and health benefits.

Wages and Other Benefits

- Wages will increase 1% for school year 2015-16, 1.75% on the first day of work in school year 2016-17 and 1.5% on the last day of school in school year 2016-17. Furthermore, advanced degrees and longevity will increase \$250 per category in school year 2016-17. The total cost for school year 2015-16 is \$2,120,950 and the subsequent year. Moreover, an additional \$4,199,945 for school 2016-17.
- The wellness fund will be increased 50 cents per week per member in school 2015-16 and an additional 25 cents in school year 2016-17. The total cost of this increase over the life of the contract is \$75,000.

Health Benefits

- Coordination of Benefits will be implemented in school year 2015-16. The total projected structural savings for this initiative is \$772,000 in school year 2015-16. This will be a recurring savings in the subsequent years of the contract.
- Other health benefits changes include changes to prescription coverage co-payments; employee co-shares (18.5% in SY16 and 20% in SY17). These changes and other miscellaneous changes will have a net savings in school year 2015-16 of \$1,384,238 and all subsequent years and a savings of \$298,055 in school year 2016-17.

Thank you for your consideration and should you have any questions please feel free to contact me to discuss.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Michael D'Antuono".

J. Michael D'Antuono, CPA  
School Business Manager\  
City Controller

**Providence Teachers Union (AFT Local 958)**  
**Final Tentative Agreement with PTU**  
**Fiscal Note and Updated Estimate**  
**As of November 3, 2015**

	3%* FY 14- 15	1.00% FY 15-16	1.75% FY 16-17	**
Salaries 3%*/ 1% / 1.75%	\$0	\$1,697,332	\$2,665,325	
Fringe for Salaries		373,074	740,693	
Adv. Degrees		0	369,750	
Fringe for Adv. Degrees		0	82,454	
Longevity		0	258,750	
Fringe for Longevity		0	57,701	
Health & Welfare \$.25 weekly increase (\$4.55/\$5.05/\$5.30)		50,544	25,272	
Subtotal	0	2,120,950	4,199,945	
Cost for Flat Medical Buy-up		31,012	31,570	
COB (Coordination of Benefits - Active)		(386,000)	(386,000)	
RX (Option 2 - 5/15/\$30 retail, 10/30/\$60 mail)		(114,200)	(114,200)	
Add Acupuncture Rider		55,000		
CBH Stipend (\$500 est 80 TCH)		40,000		
Co-Share (Flat/18.5%/20%)		(509,850)	(329,625)	
Subtotal	0	(884,038)	(798,255)	
Total	\$0	\$1,236,912	\$3,401,691	
		1,236,912	4,638,603	
<b>Total Contract Cost</b>			<b>5,875,515</b>	

\*3% raise at the end of FY 13/14 was negotiated in the previous contract ( \$5,099,192)

\*\* Proposed 1.5% raise on the last day of FY17 is worth \$2.485M in

FY18

FY16 (Parity Clause)

**September 1, 2014 - August 31, 2017**

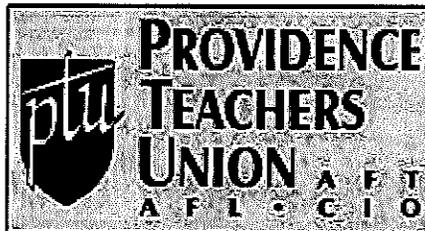
# **AGREEMENT**

**Between the**

**Providence Teachers Union  
AFT Local 958, AFL-CIO**

**and the**

**City of Providence**



## TABLE OF CONTENTS

Agreement .....	8
Preamble .....	8
Article 1, Union Recognition and Jurisdiction.....	9
1-1    Union Recognition	
1-2    Jurisdiction	
Article 2, Definitions .....	9 - 11
(school, teacher, person, union representative, long-term substitute, part-time teacher, parties, long-term substitute in-pool, per-diem substitute, teaching periods, unassigned periods, administrative periods, homeroom classes, annual gross salary, daily rate of pay, school year, work year, half-day)	
Article 3, Salary and Rates of Pay .....	11
Article 4, Sick Leave.....	12 - 15
4-1    Full-Pay Sick Leave	
4-2    Half-Pay Sick Leave	
4-3    Accumulated Sick Leave Balances	
4-4    Sick Leave Reserve	
4-5    Discipline for Improper Sick Leave Utilization	
4-6    Pregnancy-Related Disabilities	
4-7    Exhaustion of Sick Leave	
4-8    Sick Leave Bonus	
4-9    Emergency Sick Leave Bank	
Article 5, Leaves of Absence .....	15 - 19
5-1    Full Pay Leaves	
5-2    Half-Pay Leaves	
5-3    Bereavement Leaves	
5-4    Sabbatical Leave	
5-5    Service Credit for Leave With Pay	
5-6    Leave Without Pay	
5-7    Leave for Union Service	
5-8    Military Leave	

5-9	Government Tests	
5-10	Court Service	
5-11	Quarantine	
5-12	Parental/Adoptive Leave	
5-13	Teacher Placement Following Leave	
5-14	Delegation of Authority	
5-15	Leave Commencement	
5-16	Substitute Service During Leave	
Article 6, Job Connected Injury and Assault and/or Battery .....		19 - 20
6-1	Job Connected Injury	
6-2	Assault and/or Battery	
6-3	Expenses	
6-4	Service Credit	
6-5	Workers' Compensation	
Article 7, Expenses of Printing and Distribution Agreement .....		20
Article 8, Working Conditions.....		21 - 39
8-1	Class Size	
8-2	Lunch Period	
8-3	Relief from Non-Teaching Tasks	
8-4	Unassigned Periods	
8-5	Length of the School Year and Day	
8-6	Hiring of Teachers	
8-7	Substitute Teachers	
8-8	Closing of Schools	
8-9	Interdepartmental Communications	
8-10	Scholarship Standards	
8-11	Interruptions	
8-12	Curriculum and Textbook Selection	
8-13	Health and Safety Standards	
8-14	Teacher Evaluation	
8-15	Individual Testing	
8-16	Information at the School Level	
8-17	Teacher Personnel File	
8-18	Examination of Teacher Personnel File	

8-19	Class Assignments
8-20	Immunization Shots
8-21	Liability
8-22	Supplies and Equipment
8-23	Lesson Plans
8-24	Dress Code
8-25	Fair Discipline Policy
8-26	RI Employees' Retirement System
8-27	Employee Assistance Program
8-28	School Improvement Team
8-29	Job Sharing
8-30	Union Professional Development and Teacher Mentoring Program
8-31	Site Based Management
8-32	School Improvement Intervention Team
8-33	Alternative Programs
8-34	Professional Time Joint Committee

Article 9, Discipline Code..... 40

9-1	Discipline Code
9-2	Assault and/or Battery Cases

Article 10, Teacher Facilities ..... 40

10-1	Telephone
10-2	Men's and Women's Washrooms
10-3	Professional Library
10-4	Absence Reporting System
10-5	Teachers' Lounge(s)
10-6	Audio-Visual Equipment and Supplies
10-7	Classroom Electrical Outlet
10-8	Off-Street Parking
10-9	Lunchroom Area
10-10	Snow Removal

Article 11, Posted Positions (Appendix B-2.1, B-8 and B-9)..... 41

- 11-1 Posting of Vacancy or New Position
- 11-2 Information on Posting
- 11-3 Time Line for Filling Vacancy or New Position
- 11-4 Applications
- 11-5 Regularly Appointed Teachers Preference
- 11-6 Applications Deemed Ineligible
- 11-7 Eligible Applicants Interview
- 11-8 Rights to Retain Position
- 11-9 Internal Postings
- 11-10 Coaching Positions After Retirement
- 11-11 Appendix B-9 Positions

Article 12, Transfer Policy..... 41 - 43

- 12-1 Criterion-Based Hiring and Transfer
- 12-2 Joint Criterion-Based Hiring Committee
- 12-3 Suspension List
- 12-4 Part-Time Teachers
- 12-5 Other Matters Pertaining to Transfers/Reassignments
- 12-5.1 Involuntary Transfer
- 12-5.2 Consolidated Teachers
- 12-5.3 Itinerant Teachers
- 12-6 Long-Term Substitutes In-Pool
- 12-7 Reassignment After Lay-Off
- 12-8 Hard to Fill Areas

Article 13, Teacher Programs ..... 43 - 45

- 13-1 Preference Sheets
- 13-2 List of Courses/Grade Structure
- 13-3 Teacher Program Change
- 13-4 Teaching Periods
- 13-5 Program Guidelines
- 13-5.1 Lesson Preparations
- 13-5.2 Teacher Assignments
- 13-5.3 Room Assignments
- 13-5.4 Equitable Standards
- 13-5.5 How Ties are Broken

Article 14, Teacher Meetings.....	45
14-1    Meeting Schedule	
14-2    Meeting Notification	
14-3    Meeting Agenda	
14-4    Superintendent Meeting	

Article 15, Grievance Procedure.....	46 - 47
Purpose	
Definition	
15-1    Phase I - Mediation	
15-2    Phase II - Hearings	
15-2.1  Level A - Superintendent	
15-2.2  Level B - Board	
15-2.3  Level C - Arbitration	
15-2.3.1 Filing for Arbitration	
15-2.3.2 Selection of Arbitrator	
15-2.3.3 Decision	
15-2.3.4 Cost	
15-3    General Matters on Grievances	
15-3.1  Time Limit Extensions	
15-3.2  Time Line for Filing Grievances	
15-3.3  Grievance Hearing	

Article 16, Union Privileges, Responsibilities and Activities.....	47 - 49
16-1    Fair Practices	
16-2    Negotiations	
16-2.1  Collective Bargaining	
16-2.2  Union Negotiating Committee	
16-3    Union Activity at the School Level	
16-3.1  Union Faculty Committee	
16-3.2  Union Bulletin Board	
16-3.3  Union Notices	
16-3.4  Union Meetings	
16-3.5  Union Announcements	
16-3.6  Rival Teacher Organizations	
16-4    Union Activity at the School Department Level	

16-4.1	Communication Facilities
16-4.2	Meetings with the Superintendent
16-4.3	Union Building Visits
16-4.4	Payroll Deduction
16-5	Information to the Union
16-5.1	Information, Statistics and Records
16-5.2	School Board Agenda
16-5.3	Form 31/Annual Budget
16-5.4	Teacher Notices/Job Postings
16-6	Payroll Deduction
16-6.1	Union Dues
16-6.2	COPE Contributions
16-7	Tax Sheltered Annuity
16-8	Union Health and Welfare Fund

Article 17, Savings Clause .....	40 - 50
Article 18, Management Clause.....	50
Article 19, Past Practice.....	50
Article 20, Duration .....	50
Article 21, Job Security.....	51

## APPENDICES

Appendix A	.....	52 - 53
A-1	Teacher's Basic Salary Schedule	
A-2	Professional Advancement Schedule	
A-2.1	National Board Certification	
A-3	Longevity Schedule	
Appendix B	.....	53 - 55
B-1	Travel Allowance	
B-2	Extra-Curricular Activities	
B-2.1	Middle Schools	
B-3	Departmental Teacher Leaders	
B-4	Additional Days Worked	
B-5	School Psychologists	
B-6	Special Education Teachers	
B-7	ESL/Bilingual Teachers	
B-8	Federal, Summer, Before and After School, Evening School and In-Service Programs	
B-9	Athletic Directors, Coaches, All City Band Directors, School Treasurers, and Advisors	
B-10	Pay for Help at Athletic Events	
B-11	Teacher In-charge	
Appendix C	.....	56 - 66
C-1	Comprehensive Medical Coverage (City Blue)	
C-2	Comprehensive Medical Coverage (Plan 750)	
C-3	Organ Transplant Rider	
C-4	Healthcare Buy-Back	
C-5	Duration of Medical Coverage	
C-6	Medical Coverage Effective Date	
C-7	Payroll Transfer	
C-8	Medical Coverage for Part-Time Teachers	
C-9	Retirees Option to Purchase Comprehensive Medical Coverage	
C-10	Domestic Partner	
Appendix D	Annual School Calendar .....	66
Appendix E	Delta Dental Coverage.....	66

**AGREEMENT**

AGREEMENT MADE AND ENTERED INTO on this 3<sup>rd</sup> day of August by and between the City of Providence (hereinafter referred to as the "City" and the "Board") and the Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union") as heretofore ratified pursuant to Section 17-27 of the Providence Code of Ordinances (Section 17-27).

WHEREAS, the parties' negotiations have resulted in agreement for a Collective Bargaining Agreement, effective ~~September 1, 2014 to August 31, 2017~~ **September 1, 2011 to August 31, 2014**; and

WHEREAS, the document entitled Agreement between the Providence Teachers Union AFT Local 958 and the Providence School Board, effective September 1, 2001~~17~~ to August 31, 2014 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement shall continue and remain in effect for the period of September 1, 2014 to August 31, 2014, except as expressly modified herein.

WHEREAS, the parties hereto desire to codify their agreement and be bound by the same;

Now, therefore, the City and the Union hereto agree as follow:

**PREAMBLE**

Whereas, the Providence School Board and the Providence Teachers Union are committed to planning and implementing educational programs of the highest caliber designed to meet the multifaceted needs of our diverse student population, and

Whereas, in the pursuit of this common goal we also share the fundamental beliefs about educational philosophy and the nature of our joint responsibility to establish and maintain a collaborative working relationship based on trust, mutual respect, clear and direct communication, and a commitment to shared decision making, and

Whereas, Rhode Island General Laws 28-9.3-1 et seq., the Arbitration of School Teacher Disputes, accords to certified public school teachers the right to organize, to be represented, to negotiate professionally and to bargain on a collective basis with school committees covering hours, salary, working conditions and other terms and conditions of professional employment, and

Whereas, the School Board of the City of Providence and the Providence Teachers Union desire to promote good relations among certified teachers and between the School Board and the Union in the best interests of high quality education in the Providence school system, to provide and maintain mutually satisfactory terms and conditions of employment and to provide for the adjustment of grievances and disputes arising out of employment of certified teachers, and

Whereas, both the School Board and the Union recognize and accept the principles of collective bargaining as provided for by said Teachers' Arbitration Act, and

Whereas, in an election conducted by the Rhode Island State Labor Relations Board among eligible professional personnel of the Providence School System on June 20, 1966, a majority of those voting selected as the exclusive representative the Providence Teachers Union, and it thereby became the sole bargaining agent for all certified teaching personnel.

Now, therefore, the Board and the Union hereto agree as follows:

**ARTICLE 1  
UNION RECOGNITION AND JURISDICTION**

**1-1 Union Recognition**

The Board recognizes the Union as the exclusive bargaining representative for all those persons in the bargaining unit which consists of all certified teaching personnel, long-term substitute teachers, long-term substitute teachers in-pool, home visitors, social workers and nurses but which excludes all administrators and per-diem substitute teachers.

**1-2 Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of personnel in the bargaining unit.

**ARTICLE 2  
DEFINITIONS**

**2-1 Definitions**

The term "school" as used in this Agreement means any work location or functional division maintained by the School Department in which the educational process is carried on.

The term "teacher" as used in this Agreement means a person employed by the Board in the bargaining unit as described in Article 1.

The term "person" as used in this Agreement means a member of the certified teaching personnel as defined in Article 1.

The term "Union Representative" as used in this Agreement means the Union building representative or other qualified designee of the Union.

The term "parties" as used in this Agreement means the Board and the Union.

The term "part-time teacher" as used in this Agreement is a regular teacher employed less than full-time with pro-rated salary, benefits and rights in accordance with Article 8-6.4.

The term "long-term substitute" as used in this Agreement means a person appointed by the School Board to serve in a position for a period of time not to exceed one semester.

The term "long-term substitute in-pool" as used in this Agreement means a person appointed by the Board to serve in a day-to-day substitute teaching capacity and who shall be utilized as such by the Providence School Department for day-to-day substitute teaching based upon the needs of the Providence School Department for day-to-day substitutes to cover the classes of teachers who are absent except that long-term substitutes in-pool may also be utilized to avert potential class size overages caused by IEP implementation or modification after the start of the school year, provided said long-term substitute teachers in-pool may not be utilized when a regular teacher or long term substitute is required.

The term "per-diem substitute teacher" as used in this agreement means a person hired by the Director of Human Resources to serve as a day-to-day substitute and who is not represented by the Union.

When a substitute teacher is employed pursuant to Article 8-6.4, the number of school days worked during the school year as a part-time regularly employed and/or a part-time long-term substitute teacher shall be counted together with the number of days worked as a substitute teacher when determining the number of days worked in a school year. When a part-time regularly employed teacher and/or a part-time long-term substitute teacher who works in said part-time position for less than a full school day, shall have said parts of the school days worked added with each five-fifths (5/5) and/or full day worked counting as one (1) full school day. Should said part-time teacher be offered substitute teaching work for the balance of said part-time teacher's regularly scheduled teaching day, said school day shall count as one (1) full day.

“Teaching periods” are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning of the instruction to be conducted.

“Unassigned periods” are those periods during which the teacher is not assigned a regularly programmed responsibility.

“Administrative periods” are those periods during which the teacher is programmed for an activity other than teaching.

“Homeroom classes” are those in which children assemble in the morning, at lunchtime and/or at the close of the day for administrative purposes. The time involved is usually a short period and is known as the “homeroom” period.

“Annual gross salary” wherever it appears in the Board-Union Collective Bargaining Agreement shall not include the compensation set forth in B-9 which is titled “Athletic Directors, Coaches, All City Band Directors, School Treasurers and Advisors” nor will said compensation be included when computing class size overage payments.

“Daily rate of pay” is a teacher’s annual gross salary divided by the number of teacher work days.

Wherever the singular is used in this Agreement, it is to include the plural.

“School Year” as used in this Agreement means those teaching days and orientation day as set forth in Appendix D and made a part of this Agreement.

“Work Year” as used in this Agreement means those teaching days, orientation day, professional development days and parent/teacher conferences as set forth in Appendix D and made a part of this Agreement.

Any teacher who terminates his/her employment with the Providence School Department shall thereafter upon their return to service with the School Department not be credited, for seniority purposes only, with any years of teaching service prior to said termination.

“Half Day” as used in this Agreement is defined as follows: ~~the day equally divided between the morning and the afternoon.~~

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**2011-12 Work Year**

~~A half day at the elementary schools shall be three (3) hours and ten (10) minutes.~~

~~A half day at the middle schools shall be three (3) hours and twenty two (22) minutes.~~

~~A half day at the high schools shall be three (3) hours and twenty two (22) minutes.~~

**2012-13 Work Year**

~~A half day at the elementary schools shall be three (3) hours and twelve (12) minutes.~~

~~A half day at the middle schools shall be three (3) hours and twenty five (25) minutes.~~

~~A half day at the high schools shall be three (3) hours and twenty five (25) minutes.~~

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**2013-14 Work Year**

~~A half day at the elementary schools shall be three (3) hours and fifteen (15) minutes.~~

~~A half day at the middle schools shall be three (3) hours and twenty seven (27) minutes.~~

~~A half day at the high schools shall be three (3) hours and twenty seven (27) minutes.~~

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~~For those schools where the teacher work day is longer than the defined work day, the half day shall be equally divided between the morning and the afternoon.~~

A full school day will be charged as an absence if a teacher reports for work but leaves school prior to completing a half school day.

A half school day will be charged as an absence if a teacher reports to work but leaves school after completing at least a half school day.

### ARTICLE 3 SALARY AND RATES OF PAY

**3-1** The salaries of all teachers covered by this Agreement are set forth in Appendix A which is attached hereto and made a part of this Agreement.

**3-2** Compensation for the following additional duties/responsibilities performed by teachers is set forth in Appendix B and made part of this Agreement.

- a) travel for teachers duly authorized to use their own vehicles. **(B-1)**
- b) extra-curricular activities. **(B-2)**
- c) school psychologists, teachers of special education, ESL teachers, bilingual teachers, department heads in high schools, head counselors of guidance in middle schools, vocational department heads, department chairpersons in high schools and middle schools, athletic directors, coaches, all city band directors, school treasurers and advisors. **(B-3, B-5, B-6, B-7, B-9)**
- d) work beyond the school year and school day. **(B-4)**
- e) Federal, Summer, Before and After School, Evening School and In-Service programs. **(B-8)**
- f) assisting at athletic events. **(B-10)**
- g) teacher in-charge. **(B-11)**

**3-3** All teachers on the salary schedule shall be paid on a pro-rated bi-weekly basis every second Friday with the first payroll check to be given to teachers on the second Friday after the teacher work year begins. Teachers have the option of having their salary distributed over twenty-one (21) or twenty-six (26) bi-weekly pay periods. A teacher may request a change in his/her bi-weekly pay period selection only when extenuating circumstances exist and approval of a request shall not be unreasonably withheld. Teachers shall have the option to continue to have their check forwarded to banks which participate in a payroll program provided written authorization is given to the School Department by the teachers. This authorization shall remain in full force and effect until this authorization is revoked by the teacher in writing.

In order to insure that the number of payroll checks payable to teachers in each calendar year will be as equal as possible, the last payroll check due in December under this section shall be dated and payable to teachers the first school day in January of the subsequent calendar year, or the first payroll check due in January under this section shall be dated and payable to teachers the last school day in December of the prior calendar year.

**ARTICLE 4  
SICK LEAVE**

**4-1 Full-Pay Sick Leave**

All regularly appointed teachers shall earn full-pay sick leave as follows: Each teacher shall be credited with fifteen (15) full-pay sick leave days at the start of each work year and any unused portion thereof shall be added to his/her accumulated balance. However, teachers in the first three (3) years of service shall earn full-pay sick leave at the rate of eight (8) days per year, to be credited to the teachers sick leave reserve at the beginning of each of the work years, and shall receive at the beginning of the fourth year of service an additional credit of up to twenty-one (21) days which shall be added to their accumulated sick leave reserve.

Teachers beginning their employment at a time other than the start of the work year shall receive and be credited with the full number of pro-rated days at full pay and any unused portion thereof shall be added to his/her accumulated balance.

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4-1.1 In each case of absence for illness in excess of four (4) consecutive work days a member of the bargaining unit shall file with the Superintendent or other designated personnel a certificate from a physician certifying that said illness prevented him/her from performing his/her duties. The board shall reserve for itself the right to require medical examination by its own physician.

4-1.2 Teachers may use up to five (5) of their sick leave days yearly to attend to family illnesses. Family shall be defined as son/daughter, spouse and parent. In each case of absence for family illness in excess of four (4) consecutive work days a member of the bargaining unit shall file with the Superintendent of other designated personnel a certificate from the family member's physician certifying said family member's illness.

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**4-2 Half-Pay Sick Leave**

Teachers hired prior to the ratification of ~~this the 2001-2004 Agreement~~ were afforded the one-time opportunity to either elect to convert accrued and unused half-pay days or choose to be paid for said accrued and unused half pay sick leave days upon retirement. Teachers who chose to ~~shall~~ have any accrued and unused half-pay sick leave days that they have accumulated converted to full pay days at the rate of one (1) full pay day for every two (2) accrued and unused half-pay days. These converted half pay days will be placed in a "special reserve bank". ~~Effective the first work day of the 2002-2003 school year, access to the "special reserve bank" will be available only after an active teacher exhausts his/her days of sick leave allowance at full-pay. No teacher shall be entitled to use or receive any new or additional half-pay sick leave days upon ratification of this Agreement by the Providence City Council.~~

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Teachers who ~~do not~~ wish to convert accrued and unused half pay sick leave days as indicated above ~~may and who~~ choose to be paid for said accrued and unused half pay sick leave days upon retirement, will be compensated in an amount equal to 10% of the teacher's daily rate for the 2001-2002 teacher work year as indicated in Appendix A of this the 2001-2004 Agreement.

In order for a teacher to be eligible for the above payout he/she must have been employed for at least ten (10) years with the Providence School Department and must apply for pension benefits no more than ninety (90) days after completion of his/her teaching service in the Providence School System.

~~Upon ratification of this Agreement by the Providence City Council, teachers shall be afforded the one-time opportunity to either elect to convert accrued and unused half-pay days as described above or choose to be paid for said accrued and unused half pay sick leave days upon retirement.~~

4-2.3 The annual increment of such teacher who has been absent due to illness for 135 or more days in his/her work year shall be withheld until such time as the teacher serves at least 135 days in his/her work year.

**4-3 Accumulated Sick Leave Balances**

All regularly appointed teachers shall have full days sick leave as provided in section 4-1 hereinabove added to any accumulated balance now held by the teacher, except that no teacher shall accrue more than one hundred fifty (150) full-pay sick leave days.

**4-4 Sick Leave Reserve**

Teachers on sick leave shall have charged against their accumulated sick leave reserve only those days of absence that occurs while work is in session.

**4-5** A teacher who improperly utilizes sick leave may be disciplined for just cause. Prior to implementing any discipline, the Board shall conduct a fair and objective investigation of any allegedly improperly utilized sick leave, and provide to the teacher all evidence and documents pertaining to said investigation within a reasonable time prior to any hearing.

Warnings and discipline for improper utilization of sick leave will be applied equitably, fairly, impartially, and without discrimination.

Any discipline under this section will be reasonable and related to the seriousness of the matter and to the past record and conduct of the teacher.

Nothing herein shall be construed as denying the teacher the right to file a grievance pursuant to the terms and provisions of Article 15 of this Agreement.

**4-6** The provisions of this Article shall be available to a teacher because of disabilities caused or contributed to by pregnancy, miscarriage, legal abortion, childbirth, and recovery therefrom.

**4-7** Any teacher who exhausts the benefits provided in this Article and who is able to perform his or her duties shall return to work, shall exercise rights under this Contract or shall be terminated.

**4-8** Any teacher who utilizes no more than four (4) sick days during a work year (including both sick leave reserve and emergency sick leave) shall receive upon request a separate check no later than thirty (30) days after the last day of that work year equal to no more than five (5) days pay in accordance with the following schedule. All unused sick leave (minus the applicable number of sick days exchanged for pay) shall be credited to the teacher's sick leave bank.

<u>Absences</u>	<u>Number of Sick Days Exchanged</u>
0	5
1	4
2	3
3	2
4	1

**4-8.1** Upon retirement, eligible teachers shall be paid for unused sick leave days in accordance with the following schedule. Payment will be based on the first step of the Basic Teacher Salary Schedule (Appendix A). Sick leave days designated as "Special Reserve Bank" are excluded from the sick leave payout.

In order for a teacher to be eligible for the above payout he/she must have been employed for at least ten (10) years with the Providence School Department and must apply for pension benefits no more than ninety (90) days after completion of his/her teaching service in the Providence School System. Furthermore, teachers must have a minimum balance of one hundred (100) sick days in his/her sick leave reserve (excluding Special Reserve Bank) at time of retirement in order to be eligible for the sick leave payout and must effectuate his or her retirement on the last day of the school year in which notice is given. Payment for unused sick leave days will be made in a separate check payable no later than sixty (60) days after a teacher's retirement date.

Date of % of Payment	No. of Sick Days Utilized Retirement Notice	During Last Year of Service
50% of unused sick leave	On or before January 31 <sup>st</sup>	10 (or the equivalent of 1 per month)
25% of unused sick leave	After January 31 <sup>st</sup> but prior to last day of school	20 (or the equivalent of 2 per month)

4-9 The parties agree to establish an Emergency Sick Leave Bank to which all eligible members of the bargaining unit shall have access. The Emergency Sick Leave Bank is intended to provide eligible teachers with additional paid sick time when said eligible teacher's accrued time (full pay sick leave, special reserve bank) has been exhausted.

To be eligible to use Emergency Sick Leave Bank time:

- a) The teacher must have a documented illness or injury that is expected/anticipated to exhaust the teacher's accrued time (full pay and special reserve bank);
- b) The teacher must have contributed at least five (5) full pay sick leave days to the Bank, which days shall not be refunded to the teacher once assigned to the Bank;
- c) The teacher must present a physician's note certifying the illness/injury, the amount of time anticipated to be absent, the prognosis and/or treatment and the teacher's anticipated date of return;
- d) Emergency Sick Leave Bank time may only be used for a teacher's personal illness or injury. Such time may not be used to attend to the illness of a family member or extend a teacher's leave of absence that is not due to personal illness;
- e) A teacher who is receiving Workers' Compensation benefits pursuant to the Rhode Island Workers' Compensation Act, or benefits pursuant to the Rhode Island Temporary Disability Act, shall not be eligible to apply for or receive Emergency Sick Leave Bank time to supplement that compensation;
- f) All requests for use of Emergency Sick Leave Bank time shall be made in writing at least thirty (30) days prior to the date when the time will be used, or at least fifteen (15) days prior to the eligible teacher beginning use of his/her own accrued paid leave time due to an illness or injury, whichever is sooner, unless that absence is unforeseen and/or an emergency, in which case application shall be made as soon as practical after the teacher learns of the need for Emergency Sick Leave Bank time.

The Emergency Sick Leave Bank shall be administered by a Committee established jointly by the Providence School Board and the Providence Teachers Union. The Superintendent shall select two individuals and the Teachers Union President shall select three individuals to serve as members of the Committee. The Superintendent and the Teachers Union President shall be ex officio members of the Committee and shall have all rights and powers granted to all members of the Committee.

All requests to use time from the Bank shall be in writing and shall be reviewed by the Committee. The Committee shall notify the teacher of approval or denial by mailing said notification, certified mail return receipt requested, to the teacher's home address. Any decision(s) of the Committee regarding use, access, application and any other process or procedure concerning the Emergency Sick Leave Bank shall be final and binding upon the Providence School Board and the Providence Teachers Union and shall not be subject to the contractual grievance procedure or any other administrative remedy.

It shall be the Committee's responsibility to manage the Emergency Sick Leave Bank and, among other things, determine the appropriate level of accumulated days necessary to remain in the bank in order for the Bank to be viable. Should the accumulation of days in the bank fall below a minimum level that the Committee deems necessary to effectively administer the Bank, the Committee may request Bank members to make an additional contribution. Where an additional contribution is requested, each member of the Bank wishing to retain membership shall assign the required number as determined by the Committee. Where a member of the bank wishes to retain membership, but has exhausted his/her full pay sick leave and is unable to make the necessary required contribution, said member shall assign an equivalent amount of full pay sick leave as of the date on which said member next accrues sick leave in a sufficient quantity to make the donation.

Membership in the Emergency Sick Leave Bank shall be pursuant to rules drafted by the Committee. New members may join the Emergency Sick Leave Bank each year, at times designated by the Committee, by assigning no less than five (5) full pay sick leave accumulated days to the Bank. Current members of the Bank may make additional contributions to the Bank during periods designated by the Committee.

Eligible teachers requesting to use time from the Bank may make an initial request of no more than sixty (60) days. Extensions of use of Emergency Sick Leave Bank time may be made to the Committee. Any extension request must be documented pursuant to rules as designated by the Committee.

Forms for teachers to donate time to the Emergency Sick Leave Bank and to make application to use Emergency Sick Leave Bank time shall be determined by the Committee and shall be available at the Department of Human Resources and the office of the Providence Teachers Union.

#### ARTICLE 5 LEAVES OF ABSENCE

Effective upon the ratification of this Agreement the following Article 5 Leave of Absence provisions will be applicable.

##### 5-1 Full-Pay Leaves

The Superintendent shall grant leaves to teachers at full pay within a work year as follows:

5-1.1 For his/her own wedding - two (2) days. These days are limited to those school days immediately preceding, during or following the day of the wedding.

5-1.2 For religious observance - three (3) days.

5-1.3 For a teacher selected by the Union to serve as a delegate to a meeting of the AFL-CIO or any of its affiliates - not to exceed five (5) days per year.

5-1.4 For personal business - two (2) days. ~~Teachers subjected to furlough days during the 2011-12 work year shall receive an additional personal business day during the 2012-13 and the 2013-14 work years. For those teachers hired after the first quarter of the 2011-12 school year, the additional personal business days shall be pro-rated.~~ As to the number of personal leaves allowed on each day of the last week of the school year, on the last regularly scheduled school day before and the first regularly scheduled school day after the Christmas, Mid-Winter and Spring recesses, and the last regularly scheduled school day before and the first regularly scheduled school day after those holidays contained in the school calendar (Appendix D), there shall be no more than thirty-five (35) teachers out who shall utilize this provision on a first come first serve basis, but this number may be exceeded during the aforementioned times at the discretion of the Superintendent for extenuating circumstances and approval of said request shall not be unreasonably withheld.

5-1.5 Notwithstanding 5-1.4 the Superintendent may grant an additional three (3) days for personal business at the request of the teacher and each request shall receive individual consideration by the Superintendent and approval of a leave request shall not be unreasonably withheld.

5-1.6 For purposes connected with the welfare of the school and/or community - not to exceed two (2) days.

5-1.7 For visiting schools- ~~in-district and out-of-district schools. Must be work-related-one half day (.5) in each term or one (1) full day per year.~~

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**5-2 Half-Pay Leaves**

The Superintendent may grant leave to teachers at half pay up to a maximum of five (5) days per work year and approval of said request shall not be unreasonably withheld.

**5-3 Bereavement Leaves**

A teacher may be absent for five (5) consecutive school days without loss of pay in the case of the death of a father/step-father, mother/step-mother, brother/step-brother, sister/step-sister, husband, wife or child regardless of where the deceased resided, or any other person with whom the teacher may then be living; and

FURTHER, such teacher may be absent for three (3) consecutive school days without loss of pay due to the death of his/her own grandparent, father-in-law, mother-in-law, spouse's brother or sister, spouse's grandparent who had been residing with teacher, son-in-law, daughter-in-law, or grandchild; and

FURTHER, such teacher may be absent three (3) consecutive school days without loss of pay in the case of the death of a person who had not been residing in the residence of the teacher providing said teacher is solely responsible for all funeral arrangements of the deceased; and

FURTHER, such teacher may be absent for one (1) school day without loss of pay due to the death of a teacher's uncle, aunt, first cousin, niece, nephew, brother-in-law, sister-in-law, or spouse's uncle, aunt, first cousin, niece, nephew, grandparent, brother-in-law or sister-in-law; and

FURTHER, any and all bereavement leaves specified within this Article for which a teacher is entitled due to the death of the teacher's spouse and/or the spouse's family members shall also apply to the death of a teacher's domestic partner and/or the domestic partner's family members.

FURTHER, the Office of Human Resources shall notify the Union Office by e-mail when a teacher or school administrator commences bereavement leave or upon the death of a teacher or administrator.

**5-4 Sabbatical Leave**

The Superintendent may grant a sabbatical leave of absence for study or independent research for one (1) year at half pay or for one-half year at half pay whenever school is in session to any regularly appointed teacher who has completed seven (7) consecutive years of service in the Providence School Department. The teacher shall have the option of selecting the period of leave. Approval of a request shall not be unreasonably withheld. The number of requests approved shall not be capped.

Requests for sabbatical leave for a full year or for a half year commencing at the beginning of the first semester shall be submitted to the Superintendent or his/her designated representative on or before May 31 in the school year preceding the school year for which the request is made. The Superintendent shall render a decision regarding such request as soon as possible after receipt but in no case will the decision be made later than the last day of the school year.

Request for sabbatical leave for a full year or a half year commencing at the beginning of the second semester shall be submitted to the Superintendent or his/her designated representative no later than December 1 of the school year for which the leave is requested. The Superintendent shall render a decision regarding such request as soon as possible after receipt but in no case will the decision be made later than January 1 of the school year for which the leave is requested.

When a teacher has received a sabbatical leave, further eligibility shall not commence until seven (7) more consecutive years of service are completed in the Providence School Department. Absences totaling more than ninety (90) school days within a teacher's school year shall be considered as breaking the continuity of seven (7) consecutive years. A teacher's school year shall be that period between his/her annual increments. Any teaching activities connected with a scholastic fellowship or grant shall not be considered as employment.

FURTHER, a teacher requesting such leave must undertake a program of studies approved by the Superintendent carrying no less than twelve (12) classroom credits per semester unless the writing of a thesis is

involved or the proposed study is towards a doctorate. Where the writing of a thesis or a doctoral study is involved, the Superintendent shall be empowered to approve a program of studies of less than twelve (12) classroom credits, but the combined credits for classroom work and the writing of a thesis should total twelve (12) credits.

FURTHER, a teacher requesting such leave for independent research shall be required to submit a synopsis indicating that the leave will be beneficial to the school system and/or the community.

FURTHER, a teacher who receives a leave with pay must agree to return to the Providence School Department at the expiration of his/her leave and remain for a period of not less than two (2) years. Any teacher who decides to resign and thereby fails to serve for the two (2) full years following his/her leave must refund one-twentieth (1/20) of the salary received while on leave for each month he/she failed to serve short of twenty (20) months.

FURTHER, study leave granted under this section shall establish service credit as outlined in Section 5-5.

**5-5 Service Credit for Leave With Pay**

5-5.1 Each teacher granted leave with pay shall, upon his/her return, be entitled to service credit for seniority, longevity, retirement, appropriate placement on the salary schedule and increments due him/her in accordance with the length of the leave granted.

5-5.2 Teachers on such leave shall have regular monthly State Retirement contributions deducted by the Board as required by law, based upon earnable salary as a teacher for the period of such leave.

5-5.3 Teachers on such leave shall be provided benefits as outlined in Appendix C and Appendix E.

5-5.4 Teachers on such leave shall have social security contributions continued.

**5-6 Leave Without Pay**

The Superintendent shall, upon request, grant a leave of absence to a teacher who has completed three (3) years of continuous service in the Providence Public Schools as follows:

5-6.1 For personal reasons, for no less than one (1) semester and no more than one (1) year, except the Superintendent may approve a leave without pay for less than one semester or for more than one semester but less than one year due to extenuating circumstances and approval of said request shall not be unreasonably withheld.

**5-7 Leave for Union Service**

Teachers not in excess of four (4) who are officers of the Union or who are appointed to its staff may seek and shall be granted leaves of absence up to one (1) year, respectively, without pay for the purpose of performing legitimate duties for the Union. The President of the Union shall have a morning teaching program equivalent to three-fifths (3/5) of a regular teacher's program and shall be relieved of all non-teaching duties without loss of pay and with full service credit as outlined in Section 5-5 for the purpose of conducting labor-management activities. A substitute teacher will be provided whenever the Union President is not present during the school day.

**5-8 Military Leave**

5-8.1 The Superintendent, upon prior notification, shall grant a leave for military service without pay for the duration of compulsory service or for the period of one (1) regular enlistment. Upon termination of such military service the teacher shall be entitled to service credit as outlined in Section 5-5.

5-8.2 Each teacher shall be granted twenty (20) days leave at full pay for compulsory Reserve or National Guard active military service during the school year, less any amount received for such service. Such leave shall establish service credit as outlined in Section 5-5.

**5-9 Government Tests**

Each teacher shall be granted his/her regular salary, without loss of pay, when required to be in attendance for a selective service examination, physical examination, or other test required by the United States Government when not seeking employment.

#### 5-10 Court Service

When any regular teacher is summoned to court in connection with public school affairs or in connection with cases in which the personal interests of that teacher are not involved, said teacher shall receive his/her regular school salary; however, he/she shall be required to remit fees received for court service to the School Department within ten (10) days of receipt of said fees. Such leave shall establish service credit as established in Section 5-5.

#### 5-11 Quarantine

There shall be no loss of salary or sick leave allowance when a teacher is quarantined by order of the Health Department. Such leave shall establish service credit as established in Section 5-5.

#### 5-12 Parental/Adoptive Leave

A teacher who elects to use the provisions of Article 4 of this Agreement entitled "Sick Leave" for temporary disability due to pregnancy or adoption shall not have the right to avail herself of the provisions of this Section. Notice of said election shall be made in writing no later than thirty (30) days prior to the commencement of the leave except for extenuating circumstances.

The Superintendent shall grant a maternity leave of absence or a leave of absence in the case of any adoption to a member of the bargaining unit.

Written notice must be given to the Superintendent by a reasonable time but not less than thirty (30) days prior to commencement of the leave. Extenuating medical circumstances will obviate the notice of leave. The leave of absence shall extend for at least one (1) year from the beginning of said leave. A request for a shorter leave shall be according to the request of the teacher with proper medical certification that the teacher is able to return to employment. A teacher declaring her intention to resume her regular teaching duties when she is physically able to do so as certified by a physician shall be allowed to return to her former position. A written request for return from leave must be received by the Superintendent no less than thirty (30) days before the expiration of the leave.

The Superintendent may extend the leave another year for other reasons beyond the one (1) year period. Any such extension shall be by written permission. However, the total period of leave shall not exceed two (2) years. Any absence beyond two (2) consecutive years shall be deemed a resignation.

At the expiration of a leave, the teacher shall be reinstated with all rights and benefits accorded to a teacher on a no-pay leave. A teacher on leave shall have the option to retain her Comprehensive Medical Coverage and riders as outlined in Appendix C and Delta Dental coverage as contained in Appendix E. Teachers electing the option shall reimburse the Providence School Department on a monthly basis for the premiums at the Providence Teachers' group rate.

#### 5-13 Teacher Placement Following Leave

5-13.1 A teacher granted a leave of absence with pay for one (1) year or less or a teacher on sick leave who has not exhausted his/her sick leave benefits shall not relinquish his/her right to the specific assignment held at the time that his/her leave was granted. A teacher hired or reassigned to replace such a teacher on leave with pay or on sick leave shall be notified upon his/her appointment or placement or both that he/she may be required to relinquish this position when said teacher returns to the Providence School System.

5-13.2 A teacher granted a no-pay leave of absence pursuant to Article 5-6.1 ~~without pay~~ shall be reinstated at the termination of his/her leave. Such teacher shall be given preference to the specific assignment he/she held at the time his/her leave was granted, if available. The district shall utilize a long-term substitute (LTS) to fill the assignment for the duration of the leave. In no case shall any substitute teacher replacement be retained for such specific assignment.

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#### 5-14 Delegation of Authority

All requests for leaves under 5-1 and 5-2 shall be transmitted to the Superintendent or his/her designee no later than ten (10) school days prior to anticipated absence, except for extenuating circumstances. All requests for leaves under 5-3 shall be transmitted to the Superintendent or his/her designee as soon as reasonably possible. All other requests for leaves must be transmitted no later than thirty (30) days prior to the anticipated absence except for extenuating circumstances. Simultaneously, a copy of each request for long-term leave shall be furnished to the appropriate superior of the teacher. The Superintendent or his/her designee shall act on all matters pertaining to such leaves.

5-15 All leaves shall commence on the first full day of absence.

5-16 A teacher on leave may be hired as a substitute upon his/her request. Such substitute service shall not constitute a termination of leave.

**ARTICLE 6**  
**JOB CONNECTED INJURY AND ASSAULT AND/OR BATTERY**

**6-1 Job Connected Injury**

Members of the bargaining unit covered under Article 1 shall receive up to ninety (90) days non-cumulative full pay leave for each injury sustained by the teacher arising out of and in the course of his/her employment provided that there is no negligence on the part of the injured teacher and that the school department is notified in writing as soon as possible but no later than five (5) days from the date of the alleged injury unless the extent of the injury prevents such notification. Such notification shall include the date of the alleged injury and all circumstances in connection therewith.

Entitlement to such full pay leave shall be determined according to evidence presented by persons in a position to testify as to the circumstances and nature of the injury sustained.

The Board shall have the right to require medical examination by its own physician of any teacher who is absent due to a claimed work related injury. If said examination is scheduled during a time while the teacher is working, the teacher shall incur no loss of salary in attending the examination.

Teachers who have exhausted the full-pay leave provided in this section may then use their full-pay sick leave credited to their sick leave reserves.

If the circumstances warrant, the Superintendent, subject to the approval of the Board, may grant additional full-pay leave days.

If a teacher continues to be unable to perform his/her regular duties after he/she has exhausted his/her non-accumulated ninety (90) full-pay leave days as provided herein, said teacher should he/she continue to be unable to perform his/her regular duties shall have the option to utilize his/her accumulated full-pay sick leave reserve days he/she is entitled under Article 4 entitled "Sick Leave" or elect to take Workers' Compensation, if qualified.

If the teacher elects to utilize his/her accumulated full-pay sick leave reserve days and exhausts said days, the teacher if he/she continues to be unable to perform his/her regular duties may elect Workers' Compensation, if eligible.

In no event shall any teacher who is receiving workers compensation benefits and/or OJI benefits receive such weekly benefits in an amount that exceeds his/her weekly gross salary.

**6-2 Assault and/or Battery**

A member of the bargaining unit shall be granted full-pay leave, without loss of pay, for absences caused by injuries resulting from an assault and/or battery sustained by a teacher arising out of and in the course of his/her employment provided that the Superintendent is notified in writing as soon as possible but not later than ~~three (3)~~ five (5) days from the date of the alleged assault and/or battery unless the extent of the resulting injury prevents such notification. It is the intent of the parties to administer this provision in accordance with the terms of R.I.G.L. 9-1-31.

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The period of paid leave shall cover such injured teacher for a maximum period of one (1) year from the date of injury; provided, however, that the School Department's contributions shall be reduced by the RI State Retirement allowance and/or Social Security benefits in the case of permanent disability.

The Board shall have the right to require medical examination by its own physician of any such injured teacher. If said examination is scheduled during a time while the teacher is working, the teacher shall incur no loss of salary in attending the examination.

Such leave shall not be charged against the teacher's sick leave.

If the circumstances warrant, the Superintendent, subject to the approval of the Board, may grant additional full-pay leave days.

If a teacher continues to be unable to perform his/her regular duties after he/she has exhausted his/her one (1) year paid leave as provided herein, said teacher should he/she continue to be unable to perform his/her regular duties shall have the option to utilize his/her accumulated full-pay sick leave reserve days he/she is entitled to under Article 4 entitled "Sick Leave" or elect to take Workers' Compensation, if qualified.

If the teacher elects to utilize his/her accumulated full-pay sick leave reserve days and exhausts said days, the teacher if he/she continues to be unable to perform his/her regular duties, may elect Workers' Compensation, if eligible.

In no event shall any teacher who is receiving workers compensation benefits and/or OJI benefits receive such weekly benefits in an amount that exceeds his/her weekly gross salary.

**6-3 Expenses**

Teachers covered under Sections 6-1 and 6-2 shall be indemnified with respect to all necessary medical expenses as required under the Workers Compensation Act.

**6-4** Teachers on leave as outlined in Sections 6-1 and 6-2 shall be entitled to service credit as provided in Section 5-5.

**6-5 Workers' Compensation**

Any funds received by a teacher under any On-the-Job Injury Benefits, Assault and/or Battery Benefits and/or sick leave provisions of a collective bargaining agreement and/or School Board policy involving illness, shall be credited as an advance of compensation should said teacher subsequently file a claim for Workers' Compensation for the same period of time for which said teacher has collected On-the-Job Injury, Assault and/or Battery, or sick leave benefits.

For purposes of the within agreement, specific compensation paid pursuant to Rhode Island General Law 28-33-19 shall not be treated as an advance of compensation for which a credit shall be allowed nor shall the within agreement in any way alter or diminish any rights afforded by the Collective Bargaining Agreement by and between the Providence Teachers Union and the Providence School Board and the Workers' Compensation laws of the State of Rhode Island.

**ARTICLE 7  
EXPENSE OF PRINTING AND DISTRIBUTING AGREEMENT**

**7-1** The Union and the Board agree to share equally the cost of printing and distributing this Agreement in booklet form, and the Union agrees to distribute a copy of the Agreement to each teacher presently employed by the Board and to each new teacher hired by the Board.

**ARTICLE 8  
WORKING CONDITIONS**

**8-1 Class Size**

**8-1.1** Class size shall not exceed an average of 26 students enrolled on a teacher's classroom register per teaching period each school day provided that no teaching period shall have in excess of 29 students enrolled on the teacher's classroom register during any of the teacher's teaching periods during said school day. The class size maximum stated herein shall be applicable also to teachers who teach students enrolled on another teacher's classroom register.

The only exceptions to the above class size requirement shall be:

1. Large group non-academic instruction, such as band, glee club, and gym, which has been a matter of long-standing past practice and which shall be continued according to said past practice; and
2. Where individual teachers may agree to exceptions; and
3. Special education classes which are governed by law.

**8-1.2** Classes with specific student stations, such as shops, computer rooms, laboratories and others, will not exceed in number of pupils the number of student stations available.

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**8-1.3 Special Education Teachers**

Whenever any Elementary Special Education class to which a student(s) is(are) added as a result of the distribution of students from the class of an absent Elementary Special Education teacher, Article 8-7 shall be in effect. In addition, whenever the class size of the receiving Special Education teacher exceeds the class size maximum mandated by Special Education class size law and/or regulation, the Cenerini Formula in AAA Case No. 1139-0696-85, February 21, 1986, shall be used to calculate the compensation which said teacher shall receive as follows: The rate of pay for said teacher for teaching said additional students shall be computed by multiplying the teacher's daily gross compensation by a fraction in which the denominator is twenty-six (26) and the numerator is the number of children taught in excess of Article 8-1.1 Item 3 of the Collective Bargaining Agreement between the parties.

**8-1.4 Art, Music, Library Teachers**

Whenever the average class size of an Art, Music and/or Library teacher at the elementary level (K-6) exceeds the maximum set forth in Article 8 due to students from the class of an absent teacher being added to said Art, Music and/or Library teachers' classes, they shall be compensated in accordance with the Cenerini Formula in AAA Case No. 1139-0696-85, February 21, 1986. The rate of pay for said Art, Music and Library teachers for teaching said additional students shall be computed by multiplying the teacher's daily gross compensation by a fraction where the denominator is twenty-six (26) and the numerator is the number of children taught in excess of the class size maximum of Article 8-1.

**8-1.5 Class Size Monitoring**

In accordance with the recommendation of the Rhode Island Superior Court, which recommendation is presently in full force and effect, one teacher, selected by the Union President, shall monitor class size throughout the school system for the purpose of identifying and assisting the Board in addressing any potential contractual class size violations in order to comply with the Decree of the Superior Court entered September 10, 1986.

Said teacher shall perform this task during his/her unassigned period and shall be compensated in accordance with his/her daily rate divided by five (5) for each unassigned period worked in this capacity.

**8-2 Lunch Period**

**8-2.1** Teachers shall be free to leave the school during their lunch period upon notification to the office.

**8-2.2** The following schedules shall be implemented without extending the school day:

**Elementary and Middle Schools:**

Teachers shall have a thirty (30) minute lunch period free of supervisory and administrative duties.

**Senior High Schools:**

Teachers shall have a lunch period free of supervisory and administrative duties that shall be no less than currently established, exclusive of passing time, and no more than thirty (30) minutes inclusive of passing time.

**8-3 Relief from Non-Teaching Tasks**

**8-3.1** The parties agree that the responsibility of a teacher is to teach. Paraprofessionals, aides, assistants or helpers employed by the Board must meet minimum educational and in-service training requirements established by the administration, and shall be utilized to relieve teachers of non-teaching tasks. The parties agree to continue the current practice with reference to the collection of money.

**8-3.2 Data Processing**

The School Board will use technology to enhance the operation of the District and it is committed to continuing and expanding the use of technology throughout the system.

**8-3.3** Teachers shall not be required to perform custodial duties, including, but not by way of limitation, emptying trash, dusting erasers, washing boards or dusting equipment in the classroom, or transporting furniture or equipment outside the classroom, or carrying sets of books or bulk supplies outside the classroom or cleaning school property.

**8-4 Unassigned Periods**

Teachers shall have unassigned periods as follows:

**8-4.1 Elementary Schools:**

Teachers shall have at least one (1) thirty (30) minute unassigned period per day, except that a teacher may agree to a schedule which contains five (5) unassigned periods per week over four (4) days.

**8-4.2 Middle Schools and High Schools:**

In buildings with a six or seven period schedule, Teachers shall have one (1) unassigned period per day, except that a teacher may be programmed unassigned periods totaling five (5) unassigned periods per week over four (4) days if scheduling problems make it impossible to provide a teacher with one (1) unassigned period per day.

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In buildings with block schedules, teachers shall have four (4) unassigned periods per week, three of which must be scheduled on a non-early release or late arrival day. In addition to the four (4) unassigned periods per week, teachers shall receive one period per week of common planning time in lieu of unassigned time. One common planning time per month shall be teacher directed and it is expected that teachers will use the time primarily for educational planning and team meetings.

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**8-4.3** When another teacher is in charge of a teacher's class, the regular teacher is free to leave the room.

**8-4.4** Teachers are free to leave the building during their unassigned periods upon notification to the office.

**8-4.5** Teachers who are elected members of the Rhode Island General Assembly shall have their unassigned periods scheduled during the last period(s) of the school day and shall be allowed to attend the General Assembly sessions during said unassigned time.

**8-4.6** In the event that it is necessary to establish one or more additional teaching periods in a department certification area in a school an exception will be made to Article 8-7 and Article 13-4 provided that:

1. No later than April 1st Teachers shall be provided with a list of all courses to be offered to students for the next school year. Teachers shall indicate on their programming preference sheets that are returned by April 15 of each year whether they wish to teach during their unassigned period during the subsequent school year. Timelines shall be established by the Joint CBH Committee on an annual basis; and

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2. On a rotating basis beginning with the most senior teacher in the department certification area in the school who has indicated on his/her preference sheet that he/she wishes to teach during his/her unassigned period shall be given the teaching assignment; and
3. No teacher assigned a teaching period during his/her unassigned period shall again be assigned to teach during his/her unassigned period until all of the teachers in the department certification area have taught at least one (1) full semester of a school year during their unassigned periods unless a teacher(s) refuses the opportunity to do so in writing; and a record shall be kept showing same; and
4. A teacher assigned to teach during his/her unassigned period shall be paid additional monies at the rate of one-fifth (1/5) of his/her daily rate for each day he/she is programmed to teach during his/her unassigned period and shall receive said additional monies when he/she is on paid leave, except for sabbatical leave under Article 5, Section 4, which occurs only on those days he/she is programmed to teach during his/her unassigned period; and
5. No part-time teacher is available.
6. The Union is notified of each 6<sup>th</sup> period assignment prior to the start of each assignment.

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#### 8-5 Length of the School Year and Day

8-5.1 The 2011/2012, 2012/2013 and 2013/2014 school years devoted to instructional time for students shall be 180 days respectively.

The 2011/2012, 2012/2013 and 2013/2014 teacher work years shall be 181 days respectively, which shall consist of one (1) day of teacher orientation occurring on the work day preceding the opening of school.

Teachers shall be paid at a daily rate of 1/181 of their salary as set forth in Appendix A.

#### 8-5.2 WORK DAY DEFINED (TEACHERS)

##### Elementary Schools - 9:00 a.m. to 3:20 p.m.

##### Asa Messer at Bridgman - Pleasant View

BJ Clanton (8:00 - 3:10)	Reservoir Avenue
Broad Street	Robert Bailey
Carl G. Lauro (8:00 - 2:20)	Robert F. Kennedy
Carnevale	Sackett Street (8:00 - 3:10)
Fortes (8:00 - 2:20)	Spaziano/Spaziano Annex
George J. West	Times <sup>2</sup> (8:15 - 2:30)
Harry Kizirian	Vartan Gregorian
Lima/Lima Annex (8:00 - 2:20)	Veozie Street (8:00 - 2:20)
Mary E. Fogarty	Webster Avenue
Martin Luther King	William D'Abate

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##### Middle Schools 8:00 a.m. to 2:45 p.m.

DelSesto	Nathan Bishop
Esek Hopkins	Nathanael Greene
Gilbert Stuart	Roger Williams
Times <sup>2</sup> (7:55 - 2:20)	(8:00 - 3:33 M,W,TH,F) (8:00 - 4:00 T)

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##### Senior High Schools - 8:15 a.m. to 3:00 p.m.

Birch Vocational Program	Hope
Classical	Juanita Sanchez
Chamber	(8:15 - 4:01 M,W,F)
Central	(8:15 - 3:40 T,TH)

##### Dr. Jorge Alvarez - Mt. Pleasant

E Cubed Academy	PCTA *
	Times <sup>2</sup> (7:55 - 2:20)

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\* PCTA shall have flexible teacher work schedules. Said schedules shall be agreed upon between the Superintendent of Schools or his/her designee and the Union President on an annual basis no later than February 1 of each preceding school year.

**Elementary Schools:**

Monday-Thursday: 7:55 a.m. to 2:41 p.m.  
Friday: 7:55 a.m. to 1:21 p.m.  
Fortes  
Lima/  
Leviton Dual Language  
Pleasant View  
Times2  
Veazie Street

Monday - Thursday: 8:55 a.m. to 3:41 p.m.  
Friday: 8:55 a.m. to 2:21 p.m.  
Asa Messer at Bridgman      Martin Luther King  
Broad Street                      Reservoir Avenue  
Carl G. Lauro                      Robert Bailey  
Carnevale                              Robert F. Kennedy  
George J. West                      Spaziano/Spaziano Annex  
Harry Kizirian                      Vartan Gregorian  
Mary E. Fogarty                      Webster Avenue  
William D'Abate                      Sackett Street  
BJ Clanton

**Middle Schools 7:55 a.m. to 2:50 p.m.**

DelSesto                              Nathan Bishop  
Esek Hopkins                      Nathanael Greene  
Gilbert Stuart                      Roger Williams  
Times<sup>2</sup>  
West Broadway

**Senior High Schools - 7:45 a.m. to 2:40 p.m.**

Hope  
Juanita Sanchez  
ACE  
Dr. Jorge Alvarez  
Mt. Pleasant  
E-Cubed Academy  
Times<sup>2</sup>

**Senior High Schools - 8:25 a.m. to 3:20 p.m.**

Central  
Classical  
PCTA\*

\* PCTA shall have flexible teacher work schedules. Said schedules shall be agreed upon between the Superintendent of Schools or his/her designee and the Union President on an annual basis no later than February 1 of each preceding school year.

**8-5.3 SCHOOL DAY DEFINED (STUDENTS)**

**Elementary Schools – 9:05 a.m. to 3:10 p.m.**

Asa Messer at Bridgham	Pleasant View
BJ Clanton (8:05-3:05)	Reservoir Avenue
Broad Street	Robert Bailey
Carl G. Lauro (8:05-2:10)	Robert F. Kennedy
Carnevale	Sackett Street (8:05-3:05)
Fortes (8:05-2:10)	Spaziano/Spaziano Annex
George J. West	Times <sup>2</sup> (8:15-2:25)
Harry Kizirian	Vartan Gregorian
Lima/Lima Annex (8:05-2:10)	Veazie Street (8:05-2:10)
Mary E. Fogarty	Webster Avenue
Martin Luther King	William D'Abate

**Middle Schools – 8:05 a.m. to 2:40**

DelSesto	Nathan Bishop
Esek Hopkins	Nathanael Greene
Gilbert Stuart	Roger Williams
Times <sup>2</sup> (8:00-2:20)	(8:05-3:28 M,W,TH,F) (8:05-2:30 T)

**Senior High Schools – 8:20 a.m. to 2:55 p.m.**

Birch Vocational Program	Hope
Classical	Juanita Sanchez
Chamber	(8:20-3:54 M,W,F)
Central	(8:20-2:25 T,TH)
Dr. Jorge Alvarez	Mt. Pleasant
E-Cubed Academy	PCTA *
	Times <sup>2</sup> (8:00-2:20)

\* PCTA shall have a flexible student school day that will be determined annually.

**Elementary Schools:**

Monday-Thursday:	8:00 a.m. to 2:31 p.m.
Friday:	8:00 a.m. to 1:11 p.m.
Fortes	
Lima/	
Leviton Dual Language	
Pleasant View	
Times <sup>2</sup>	
Veazie Street	

Monday – Thursday:	9:00 a.m. to 3:31 p.m.
Friday:	9:00 a.m. to 2:11 p.m.
Asa Messer at Bridgham	Martin Luther King
Broad Street	Reservoir Avenue
Carl G. Lauro	Robert Bailey
Carnevale	Robert F. Kennedy
George J. West	Spaziano/Spaziano Annex
Harry Kizirian	Vartan Gregorian
Mary E. Fogarty	Webster Avenue
William D'Abate	Sackett Street
BJ Clanton	

Middle Schools 8:00 a.m. to 2:45 p.m.

<u>DelSesto</u>	<u>Nathan Bishop</u>
<u>Esek Hopkins</u>	<u>Nathanael Greene</u>
<u>Gilbert Stuart</u>	<u>Roger Williams</u>
<u>Times<sup>2</sup></u>	
<u>West Broadway</u>	

Senior High Schools - 7:50 a.m. to 2:35 p.m.

<u>Hope</u>
<u>Juanita Sanchez</u>
<u>ACE</u>
<u>Dr. Jorge Alvarez</u>
<u>Mt. Pleasant</u>
<u>E-Cubed Academy</u>
<u>Times<sup>2</sup></u>

Senior High Schools - 8:30 a.m. to 3:15 p.m.

<u>Central</u>
<u>Classical</u>
<u>PCTA*</u>

\* PCTA shall have a flexible student school day that will be determined annually.

~~8-5.5 — Effective the first day of the 2012-13 school year the teacher work day and student instructional time shall be extended by a total of 5 minutes. The 5 minute extension shall be added to the end of the student day as well as to the end of the teacher work day.~~

~~8-5.6 — Effective the first day of the 2013-14 school year, the teacher work day and student instructional time shall be extended by an additional 5 minutes. The 5 minute extension shall be added to the end of the student day as well as to the end of the teacher work day.~~

~~8-5.7 — The start and finish times for teachers and students at Persistently Low Achieving (PLA) schools shall be determined on an annual basis.~~

**8-6 Hiring of Teachers**

The Board agrees that it shall employ only those applicants who have earned a minimum of a Bachelor's Degree from an accredited college/university and have met certification requirements for at least a Provisional Certificate to the extent available and possible. The School Department shall furnish to the Union the names of all personnel holding an emergency certificate and this listing shall remain current.

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8-6.1 The Board shall employ long-term substitutes in-pool in such numbers as are needed based upon the average number of absences requiring substitute coverage during the previous academic year.

The Board shall provide long-term substitutes in-pool with the following provisions of the Collective Bargaining Agreement:

Article 1	Union Recognition and Jurisdiction (Long-term substitutes in-pool shall be considered as members of the bargaining unit)
Article 2	Definitions
Article 3-2	Salary and Rates of Pay (except for "c", "d" and "g")
Article 6	Job Connected Injury and Assault and/or Battery
Article 8	Working Conditions except for 8-4.5, 8-14
Article 9	Discipline Code
Article 10	Teacher Facilities
Article 14	Teacher Meetings
Article 15	Grievance Procedure
Article 16	Union Privileges, Responsibilities, and Activities

Article 17	Savings Clause
Article 18	Management Rights
Article 19	Past Practices
Article 20	Duration
Article 8-34	Professional Time Joint Committee

Appendix B, Sections:

B-1	Travel Allowance
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Appendix C, Sections:

C-1 (Individual Coverage without Riders)
C-1.1
C-2 (Individual Coverage without Riders)
C-2.1
C-4
C-6
C-7
C-9.7
C-10

A Long-Term Substitute Teacher in-Pool (LTSP) shall be compensated as follows:

Step 1 (1st year in Providence):	\$150 per day
Step 2:	\$200 per day

Long-Term Substitute Teachers in-Pool shall receive credit towards step increases for each semester worked in Providence provided said substitute teacher works a minimum 68 days during a semester. Once a LTSP has worked two semesters consisting at a minimum of 68 days worked per semester, said substitute shall be advanced to Step 2 upon commencement of the next semester. Step increases will occur bi-annually upon the commencement of each semester.

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Any Long-Term Substitute Teacher in-pool assigned to a position for a teacher on intermittent leave which he/she is fully certified to teach and remains in said position for a minimum of 68 days in one semester shall be appointed as an LTS retroactive to the first day of assignment.

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8-6.2 The Board shall employ long-term substitute teachers in such numbers as are needed based upon the number of positions which require a substitute teacher for a semester.

The Board shall provide long-term substitute teachers with the following provisions of the Collective Bargaining Agreement:

Article 1	Union Recognition and Jurisdiction
Article 2	Definitions
Article 3	Salary and Rates of Pay
Article 4	Sick Leave (pro-rated)
Article 5	Leaves of Absence
Article 6	Job Connected Injury and Assault and/or Battery
Article 8	Working Conditions except for 8-4.5, 8-14
Article 9	Discipline Code
Article 10	Teacher Facilities
Article 11	Posted Positions
Article 13	Teacher Programs
Article 14	Teacher Meetings
Article 15	Grievance Procedure
Article 16	Union Privileges, Responsibilities, and Activities
Article 17	Savings Clause
Article 18	Management Rights

Article 19	Past Practice
Article 20	Duration
Article 34	Professional Time Joint Committee

**Appendix A, Sections:**

A-1	Teachers Basic Salary Schedule
A-2	Professional Advancement Schedule
A-2.1	National Board Certification
A-3	Longevity Schedule

**Appendix B, Sections:**

B-1	Travel Allowance
B-4	Additional Days Worked
B-5	School Psychologists
B-6	Special Education Teachers
B-7	ESL/Bilingual Teachers
Appendix C	Comprehensive Medical Coverage
Appendix D	School Calendar
Appendix E	Delta Dental Coverage

**8-6.3 Substitute Teacher Induction Program**

The Board understands the need to train and support substitute teachers in accordance with Board policy and support substitute teachers becoming regular full time teachers.

1. Substitute teachers shall be evaluated. The substitute evaluation model and frequency of evaluation shall be determined by the Teacher Evaluation Committee. Substitute teachers must be provided with training prior to being evaluated. The substitute teacher shall maintain a record of evaluation results and teaching artifacts which may support the teacher's application process for permanent positions.
2. Substitute teachers who are evaluated as minimally effective at the end of two academic years, shall not be invited to substitute in Providence the following year.
3. Substitute teachers who successfully complete the evaluation process shall be invited to serve as a substitute teacher the following school year except that the Board shall not be required to hire substitute teachers in excess of the mutually agreed upon number of substitute teachers employed on an annual basis.
4. Should the number of returning substitute teachers exceed the annual number of substitute teachers and/or distribution of certification areas as determined by Article 8-7, said substitutes shall be rehired by the Board based on the substitute teacher's last evaluation. A substitute's initial date of employment with the district shall be utilized as a tie-breaker, if necessary. If two or more substitute teacher's date of employment and evaluations are equal in a given certification area, the Office of Human Resources shall hold a lottery. The affected teachers and a union representative shall be present for the lottery.
5. Substitute teachers shall be considered internal candidates when applying for vacancies through Criterion-Based Hiring.
6. Substitute teachers shall be provided with paid professional development each year in accordance with Article 8-34. The substitute teacher evaluation training shall be part of a substitute teacher's professional development, when applicable.

Comment [MSOffice1]: Reinstate this language

**8-6.4** Any teacher employed in at least a three-fifths (3/5) part-time teaching position, inclusive of travel time, shall be afforded any and all of the benefits and rights of full-time teachers excepting that the salary shall be prorated.

**8-7 Substitute Teachers**

It is the intent of the Parties to allow the Board full flexibility in the hiring of substitute teachers.

In every instance of a teacher absence, in every instance where a vacancy exists and in every instance when a teacher is away from his/her assignment (i.e. attending a workshop, professional development session, committee meeting, etc.) the Board shall employ a substitute teacher.

Substitute teachers shall be offered substitute teaching assignments in accordance with the following priority order:

1. Certification match (i.e. Social Studies certified substitute teacher assigned to cover the classes of an absent Social Studies teacher).
2. Level match (i.e. secondary certified substitute teacher assigned to cover the class of an absent secondary teacher).
3. Teacher match (i.e. any certified substitute teacher assigned to cover the class of an absent teacher).

The Board shall employ, as a minimum, that number of LTS and LTSP equal to the average number of LTS and LTSP needed on a daily basis during the preceding year.

The number of LTS and LTSP needed on a daily basis shall be determined by the parties no later than June 1<sup>st</sup> of each year.

Any teacher whose name appears on any Recall Seniority List prior to September 1, 1995 shall not waive his/her recall seniority rights to be recalled as a per-diem substitute teacher, long-term substitute teacher, long-term substitute teacher in-pool or as a probationary/regular teacher when said position(s) become available.

Any teacher hired on September 1, 1995, or thereafter, as a per diem substitute teacher, long-term substitute teacher or long-term substitute teacher in-pool whose name does not appear on the 1994-95 Recall Seniority List or any previous Recall Seniority List shall be eligible to serve as a per-diem substitute teacher, long-term substitute teacher or long-term substitute teacher in-pool and be eligible for all the rights and privileges of said teaching positions(s) except that said teacher shall not be eligible for placement on any Recall Seniority List unless said teacher receives a layoff notice as a probationary regular teacher.

Any teacher whose name appears on a Recall Seniority list shall be hired in seniority order as a LTS or LTSP prior to any teacher not on a Recall Seniority list.

Should the number of LTS and LTSP needed on a daily basis be insufficient to cover the classes of teachers absent or away from their assignment, the priority order of assigning additional substitute teachers is as follows:

- A. In seniority order, a teacher whose name appears on a Recall Seniority list and who has not been recalled as an R, LTS or LTSP.
- B. A per-diem substitute teacher. The Board shall determine the compensation provided to a per-diem substitute teacher and it shall not be a condition addressed by this Collective Bargaining Agreement.

The Superintendent of Schools and/or his/her designee and the Union President and/or his/her designee shall meet on a monthly basis to review all data pertinent to compliance with Article 8-7.

**8-7.1** The Board will determine the compensation provided to per-diem substitute teachers and it shall not be a condition addressed by this Collective Bargaining Agreement.

**8-7.2 In-School Coverage**

If the Board has made every effort to hire a substitute teacher and no substitute teacher is available, the following shall occur:

#### **Elementary Schools**

If the Board has made every effort to hire a substitute teacher, and no substitute teacher is available, students shall be distributed among other teachers in the school. The Board shall pay each teacher who is assigned a student(s) at the rate of a teacher at step one (1) of the salary scale as listed in Appendix A divided by the fractional part of the class covered.

#### **Middle Schools and Senior High Schools**

If the Board has made every effort to hire a substitute teacher and no substitute teacher is available, the principal shall utilize teachers in his/her school according to the following procedure:

The principal of each school shall establish during the first week of school a roster of substitute teachers who volunteer their unassigned time to cover the assignments of absent teachers. Rosters of volunteer substitute teachers shall be established by area of certification. Additionally, a school-wide roster of volunteer substitute teachers shall be established.

All rosters of volunteer substitute teachers shall list, by unassigned time, the names of volunteer substitute teachers in alphabetical order. Teachers who volunteer to have their names added to the rosters of volunteer substitute teachers after the first week of school shall have their names placed alphabetically on the rosters beginning at the end of the original list.

All teachers listed on the rosters of volunteer substitute teachers shall be obligated to accept assignments of the principal during the school year.

When a principal assigns teachers from the rosters of volunteer substitute teachers, he/she shall make assignments first from the roster of volunteer substitute teachers with the same area of certification as the absent teacher. If there are insufficient names on the roster of volunteer substitute teachers in the area of certification, the principal shall then assign teachers from the school-wide roster of volunteer substitute teachers.

All assignments from the rosters of volunteer substitute teachers shall be on a rotating basis by alphabetical order. Rosters of volunteer substitute teachers shall be made available to teachers and the Union for inspection upon request.

If for any reason there is an insufficient number of teachers on the rosters of volunteer substitute teachers to cover the assignments of absent teachers, the principal shall utilize teachers in his/her school during their unassigned time for emergency coverage on a rotating basis by alphabetical order.

The number of coverages assigned to each teacher including those who have been absent for five (5) consecutive days or less shall be equal to, or nearly so, to other teachers provided that said make-up coverage necessary to attain said equalization is fairly, reasonably, and equitably assigned by the principal.

Teachers who are absent in excess of five (5) consecutive school days shall be exempted from said make-up coverage for said days of absence and shall be given credit for coverage equal to that which they would have been assigned had they not been absent.

The Board shall not be liable for payment to any teacher who has fewer paid coverages as a result of the application of this section. When a teacher covers an assignment, the teacher covering the assignment shall be paid at the per-diem/per-period rate of a teacher on step one (1) of the salary scale as listed in Appendix A.

#### **8-7.3 Time of Payment**

Teachers entitled to paid coverage in elementary schools, middle schools and high schools as stated in this section shall be paid monthly. The principal of each school shall maintain a payroll register available to teachers and the Union for inspection upon request.

#### **8-7.4 In-School Incentive Coverage Plan**

Effective with the first work day of 2002/2003 school year the In-School Incentive Coverage Plan will cease and the provisions of Article 8-7 will be utilized.

**8-8 Closing of Schools**

When adverse weather conditions prevail which warrant the closing or delayed opening of school(s), the Superintendent or his/her designee shall notify the media by 6:45 a.m.

The Superintendent's first priority shall be to delay the opening of schools, weather and road conditions permitting.

In the event that a particular school experiences problems of an emergency nature, including but not limited to the school's heating system, burst pipe(s), etc., the Superintendent shall make every effort to relocate students and staff to another comparable area or site or shall make every effort to close the school for children and to have the school's faculty report to an alternate site.

**8-9 Interdepartmental Communications**

No members of the bargaining unit shall be required to transport interdepartmental communications.

**8-10 Scholarship Standards**

**8-10.1** The grade entered into the pupil's record by the teacher represents his/her evaluative judgment. The teacher shall be considered to be expert in evaluating the work of the student and his/her integrity in marking the pupil shall be respected. The grade given by the teacher shall not be changed by another person except as follows:

When there is a complaint regarding a mark given to a student, the principal, if in his/her opinion the complaint warrants it, shall investigate the complaint thoroughly provided that the exact nature of the complaint is clearly written in specific and concise terms, and said statement is signed and dated by the complainant(s) as of the date said complaint was submitted to the principal.

In cases where differences of opinion arise out of the possibility of changing a student's mark and if in the opinion of the principal said dated and signed complaint he/she has investigated thoroughly warrants a hearing, the principal shall by letter to the Union's President request that a special Marks Committee consisting of the Principal, appropriate line administrator above the Principal, Chairman of the Union's Educational Policy Committee, and the teacher involved hear the complaint. Said letter to the Union's President shall include with it said clearly written, specific and concise statement of the dated and signed complaint by the complainant(s) and any and all other information relevant and supportive of said complaint. In the event the problem cannot be resolved by this special Marks Committee the case will be submitted to the Superintendent for a final decision.

**8-10.2** No minimum number of pupils who pass or fail shall be set for the teacher to observe.

**8-10.3** A child who repeats a grade shall not be assigned to the same teacher for a second year, provided that there is another class of the grade or level in the school; however, if the teacher agrees to accept the child for a second year, the child may be so assigned.

**8-10.4** The past practice of providing high school teachers with three working days for the marking of examinations for the first, second and third quarters shall remain the same.

During the fourth quarter, high school teachers shall be provided three consecutive calendar days for the marking of examinations.

**8-11 Interruptions**

Classroom interruptions are to be permitted only in the case of an emergency. Routine announcements shall be made during the first five (5) minutes and/or the last five (5) minutes of the school day.

**8-12 Curriculum and Textbook Selection**

**8-12.1** Teachers and Department heads shall receive notice when a curriculum committee or textbook selection committee is to be established. Teachers will be solicited to submit recommendations in their area of instruction.

**8-12.2** Time shall be allowed during the school day to participate in school curriculum and textbook studies to those teachers who may be designated by the school administration.

**8-13 Health and Safety Standards**

**8-13.1** Special clothing and safety equipment used by students and teachers and required by statute shall be provided by the Board.

**8-13.2** Teachers shall work under safe and healthful conditions.

**8-14 Teacher Evaluation**

All teachers shall be evaluated on a scheduled basis as determined by the Teacher Evaluation Committee.

**8-14.1 Teacher Evaluation Committee**

The Teacher Evaluation Committee shall be comprised of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the Providence Teachers Union. In addition, the parties shall mutually agree upon and appoint one (1) person from outside the Providence School System who shall serve as a voting member of the committee. The individual mutually appointed by the parties shall be selected on an annual basis and shall sit as chairperson of the committee.

**8-14.2 Non-Tenured Teachers**

All non-tenured teachers shall be evaluated on an annual basis by the principal of the non-tenured teacher's home base school or by an appropriately certified administrator ~~no later than the second week in May~~ consistent with the Teacher Evaluation Handbook.

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The procedure to be utilized by the evaluator in conducting said evaluation is described in the Teacher Evaluation Handbook. The Teacher Evaluation Handbook is a document, mutually agreed to by the parties and can be amended only by the parties.

The Director of Human Resources will provide a copy of the Teacher Evaluation Handbook to each non-tenured teacher.

All scores recorded for the teacher during his/her probationary period shall be totaled and this score shall be used to determine seniority when two or more teachers have the same date of employment. If a tie remains, a lottery will be conducted by the Director of Human Resources in order to break the tie. The affected teachers and the union representative shall be present.

**8-14.3 Tenured Teachers**

~~All Tenured teachers shall be evaluated on a scheduled basis. The schedule shall be constructed by the Teacher Evaluation Committee. The schedule shall be constructed by the Teacher Evaluation Committee and shall be consistent with RIGL 16-12-11.~~

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~~Subject to 8-14.4, teachers identified with an overall effectiveness rating as "Effective" shall be evaluated every other year, while teachers identified with an overall effectiveness rating as "Highly Effective" shall be evaluated every third year. The Teacher Evaluation Committee shall be responsible for identifying evaluation year and rotation for initial implementation using a random process.~~

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~~Notwithstanding the above, every teacher shall participate in a beginning and end of the year conference with their administrator.~~

~~Any teacher scheduled to be evaluated in a given year who is not evaluated for any reason shall be evaluated in the succeeding year.~~

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~~Tenured teachers, as designated by the teacher evaluation committee, shall be evaluated by the principal or assistant principal of the tenured teacher's home base school principal or by the appropriately certified administrator no later than the second week in May of their scheduled evaluation, evaluator consistent with the Teacher Evaluation Handbook.~~

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The procedure to be utilized by the evaluator in conducting said evaluation is described in the Teacher Evaluation Handbook. The Teacher Evaluation Handbook is a document mutually agreed to by the parties and can be amended only by the parties.

The Director of Human Resources shall provide a copy of the Teacher Evaluation Handbook to each tenured teacher.

**8-14.4 Non-Evaluation-Year Intervention Special Evaluation**

~~During a teacher's non-evaluation years, the Board acting through the Superintendent or appropriate Level Director may request require of a teacher be evaluated, the completion of a portion or portions of the portfolio process in order to improve the teacher's performance. Said request may be made after the following conditions have been met. Notice of such shall be in writing and identify specific reasons for the action. Notice of an off-year evaluation shall be issued to the teacher prior to October 31 of each school year. The teacher may have Union representation present at all meetings.~~

- ~~1. The principal must have observed the teacher and documented his/her observations.~~
- ~~2. The principal must have provided the teacher with a copy of each observation (in a timely manner) and conferred with the teacher after each observation. The principal's written observations and teacher conferences must address the teacher's strengths and weaknesses observed as well as suggestions for improvement.~~
- ~~3. If no improvement is evident, the principal must document his/her findings and request intervention by his/her immediate supervisor.~~
- ~~4. The appropriate supervisor must meet with the principal and teacher to review all observation reports and determine if accessing a portion or portions of the portfolio process should be recommended as a means to improve said teacher's performance.~~
- ~~5. The teacher may have Union representation present at all meetings.~~

**8-14.5** The inter-communication system or any audio or video recording device shall not be used for observation or evaluation. Except that all teachers being evaluated may voluntarily request to use video to capture evidence during observations. Videotapes shall be secured and shall only be used for purposes of a single evaluation cycle. At the completion of the evaluation cycle the video tape shall become property of the teacher. No additional copies shall be maintained by the evaluator. This section is not intended to prohibit note taking with I-pads and/or laptop computers during the observation session.

**8-14.6** Appeals regarding procedural flaws in the evaluation process shall be filed in a timely fashion so as to afford the evaluator the opportunity to remedy the defect. An unsatisfactory evaluation may be appealed under the grievance procedure.

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**8-14.7 Peer Assistance and Review (PAR)**

The parties acknowledge that the District's Peer Assistance & Review (PAR) Program is the exclusive program sanctioned by the District and the Union to assist teachers in need of support. The Peer Assistance & Review (PAR) Program will be monitored by the PAR Panel which is comprised of three (3) members appointed by the Superintendent and four (4) members appointed by the President of the union. The PAR Panel will be responsible to design and monitor the PAR Program and to select and support the PAR Consulting Teachers. In addition, the PAR Panel will be responsible for making final decisions regarding the positive or negative release of Participating Teachers at the end of the cycle. The PAR Program will offer support to teachers whose final effectiveness rating identifies them as "Ineffective" (I) or "Developing" (D) under the district's evaluation system. Participation for all such identified teachers is voluntary. Each such teacher will be assigned a PAR Consulting Teacher to work with them by offering supports intended to improve the areas in which they've been identified as needing support. The PAR Consulting Teacher will be responsible to make a recommendation to the PAR Panel regarding the Participating Teacher's continued participation in the program. No recommendation will be based on fewer than fifteen (15) classroom visits, at least three (3) of which should be informal observations, and there is no maximum number of visits or duration for participation in the program.

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For the 2015-16 school year, the parties agree to a pilot program whereby Participating Teachers may elect to substitute the observations of the principal or the appropriately certified evaluator conducted for the purposes of teacher evaluation with the observations of the Consulting Teacher. Said election shall be made no later than October 15<sup>th</sup>.

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The pilot program is subject to annual review by the PAR Panel for the duration of this Agreement.

#### **8-15 Individual Testing**

The School Department shall maintain adequate service for individual testing, psychiatric help and other clinical services on all levels of the school system. All appropriate information available to the school department pertaining to a child for whom a teacher is responsible may be made available to the teacher where it is deemed necessary, by the Department, for the teacher to know such information and, in all such circumstances, such information will be considered privileged. Pursuant to this section, a teacher will not be responsible to the child as to any information not shared with the teacher.

#### **8-16 Information at the School Level**

**8-16.1** All official circulars pertaining to teachers shall be posted on school bulletin boards and a copy furnished to the Union.

**8-16.2** A copy of current teaching programs, and non-teaching assignments, shall be available at each school.

**8-16.3** Each school shall have an updated copy of policies and by-laws of the Board and Administrative Regulations of the Superintendent and all amendments thereto available to all teachers upon request.

**8-16.4** The daily time schedule shall be posted in September on the school bulletin board.

#### **8-17 Teacher Personnel File**

**8-17.1** No anonymous letter or materials shall be placed in the teacher's file.

**8-17.2** No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material to be filed by affixing his/her signature on the actual copy, with the understanding that such signature does not necessarily indicate agreement with its content. The Director of Human Resources, or his/her designee, shall be the maker of the file and he/she must affix his/her signature to the material indicating that he/she has investigated the matter-consistent with the Arbitration Award in Case Number-10-390-0254. Within thirty (30) school days or within a reasonable period of time if there are extenuating circumstances necessitating additional time for the investigation, the Director of Human Resources, or his/her designee, shall either place said material in the teacher's official personnel file or seal it in a file solely for record keeping purposes. Such sealed records or documents shall not be used against the teacher for any purposes or reason whatsoever, and said sealed documents will be made available to anyone only upon an order of a court or with the written authorization of the teacher. The teacher shall be notified of the results of the investigation in a timely manner.

**8-17.3** There shall be no other official personnel file on a teacher except this designated file.

**8-17.3.1** A teacher, in receipt of any correspondence (which is to be kept on file in a location other than the teacher's personnel file), may respond in writing to said correspondence. The teacher's response shall be attached to and filed with said correspondence.

As with the teacher's personnel file, a teacher may review this file as well. There shall be no other official file except the teacher's personnel file.

**8-17.4** Nothing pertaining to a grievance shall be included in a teacher's official personnel file unless the final disposition of a disciplinary grievance is adverse to the teacher and/or unless so requested by the teacher. All matters pertaining to a grievance shall be at all times treated as confidential material by the Board and shall not be considered in decisions regarding re-employment, promotion, assignment or transfer unless and until a final disposition of a disciplinary grievance adverse to the teacher occurs. The Providence School Board will not retaliate against teachers who use the grievance procedure.

**8-18** The teacher shall be permitted to examine, after making an appointment with the Director of Human Resources, the materials in his/her official personnel file (except references and information obtained in the process of determining qualifications for initial employment) and to have such material reproduced by the administration at a reasonable cost to the teacher. A teacher may view his/her personnel file no more than three (3) times during a school year.

**8-19 Class Assignments**

**8-19.1** Teachers who are qualified shall be given opportunity to work with classes of varying achievement levels in accordance with their preference sheets.

**8-20 Immunization Shots**

**8-20.1** The board will make available to all teachers, without cost to the teachers, annual immunization shots against influenza, provided the vaccine is available.

**8-20.2** Participation in this program shall be voluntary.

**8-21 Liability**

The Board shall protect and save harmless its teachers from all financial loss and expense, including legal fees and cost, if any, arising out of any claim, demand, or suit for actions resulting in accidental bodily injury to or death of any person, or in accidental damage to or destruction of property or any other claim, within or without the school building, or any other acts, including but not limited to infringement of any person's civil rights, resulting in any injury, which acts are not wanton, reckless, malicious, or grossly negligent, as determined by a court of competent jurisdiction, provided the teacher, at the time of the acts resulting in the injury, claim, death, damages, or destruction, was acting in the discharge of his or her duties or within the scope of his or her employment or under the direction of the school board. The teacher may, at his/her own expense, engage an attorney to represent him/her in such action.

**8-22 Supplies and Equipment**

Adequate books, supplies and equipment shall be available for distribution in each school building on the first day of school, except when precluded by Acts of God, strikes, or when said matter cannot be provided by the company with whom the order was placed originally and further provided that said matter cannot be obtained from another source.

**8-23 Lesson Plans**

All teachers are to leave enough written information for substitute teachers so they can proceed with the subject matter from the point where the teachers left off. When the teacher knows of the absence before leaving the previous school day, the essential information shall be left with the principal for the substitute. When the absence is unexpected, the teacher shall call in the necessary information before classes begin except for obviating circumstances.

If a teacher chooses to use a lesson-plan book, that teacher may obtain a lesson-plan book from the principal.

Prior to the beginning of the school day, the principal shall provide the substitute hired with said information. At the end of the school day, the substitute teacher shall return said information to the principal annotated to show what has been covered and the extent said coverage together with any other comments relative to class performance during the school day. The substitute shall sign and date his/her statement and comments and return to the principal before leaving school for the day. The principal shall return said information signed by said substitute to the regular teacher when said teacher returns to work.

All teachers are to prepare a seating plan each semester or more often if need be.

**8-24 Dress Code**

The Board and Union recognize the desirability of enhancing the image of teachers in the Providence School Department. To this end, the Board and Union agree to the following:

1. During the course of the school day, teachers shall not wear shorts, warm-up suits, torn or faded jeans,

and/or sneakers; tank tops, halter tops, beach or shower thongs, except when engaged in field trips, camping, nature study, physical education instruction and other similar activities when the attire may be that which is appropriate to the situation; and

2. Excessively casual dress identified with recreational activity is unacceptable except as provided in Number 1 hereinabove; and
3. Teachers shall continue to reflect a positive image to the students and community.

**8-25 Fair Discipline Policy**

- 1) A teacher may only be disciplined for good and just cause. A teacher shall be entitled to be provided with due process. Any sanction imposed upon the teacher shall be reasonably related to the seriousness and nature of the offense and the past record of the teacher. Disciplinary actions will include, but not limited to, the following measures:
  1. Counseling
  2. Oral reprimand
  3. Written reprimand
  4. Suspension
  5. Termination
- 2) The principles of progressive discipline will be applied where appropriate and in relation to the nature and circumstances of the incident. The administration will not be prohibited by any language in this article from recommending suspension, termination or other action on a first offense where warranted.
- 3) When the principal or other authorized supervisor proposes to impose disciplinary action, except for counseling, oral or written warnings, the following procedure shall be utilized:
  - a. The teacher and the Union shall be provided with all relevant evidence and documentation that is relied upon by the Administration to impose the discipline.
  - b. Prior to any school board meeting or hearing the teacher and the Union shall be provided with a statement of the causes or reasons that the Administration intends to rely upon to impose discipline within a reasonable period of time but not fewer than five (5) business days prior to the scheduled meeting or hearing.
  - c. All evidence and documents shall be provided to the teacher or the Union within a reasonable time but not fewer than five (5) business days prior to any school board meeting or hearing pertaining to the imposition of said discipline or that may be introduced at the time of the hearing.
  - d. The teacher and/or his/her representative shall provide the Administration with a list of all witnesses and any witness statements within a reasonable period of time but not fewer than five (5) business days prior to the school board meeting or hearing.
- 4) Nothing contained herein shall deprive the school board from suspending and/or terminating a teacher. A teacher who is required to attend a meeting with a supervisor or Principal where the subject of the meeting can be expected to lead to the imposition of discipline or could lead to the teacher being charged with an infraction that could lead to discipline shall be advised that the teacher has a right to have a Union Representative present during the meeting. It is agreed that such notice will be given reasonably in advance of the meeting and the teacher shall not use said notice to delay the scheduling or holding of the meeting.

5) ~~5)~~ The School Board will not use as the sole basis of any disciplinary decision a teacher's refusal/failure to answer questions or provide information during any meeting at which the teacher's attendance has been required.

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6) Terminations for good and just cause may be pursued through arbitration as defined in Article 15. Grievance Procedure or a hearing at the RI Department of Education.

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#### 8-26 RI Employees' Retirement System

A teacher shall participate in the Employee Retirement System of Rhode Island. All rules and provisions concerning teacher participation in the Retirement System including all contributions required of the School Board, shall be governed by the statutory language pertaining to the System (R.I.G.L. 16-16-1 et seq.), other applicable statutory provisions and applicable case law.

#### 8-27 Employee Assistance Program

The Providence School Department will provide an Employee Assistance Program for all members of the bargaining unit. An Employee Assistance Program by definition is 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.

#### 8-28 School Improvement Team/ Instructional Leadership Team

8-28.1 Each school shall have a School Improvement Team made up of teachers, parents, non-certified school personnel, community representatives, students (where age-appropriate) and the building principal.

8-28.2 School Improvement Team members are volunteers and shall not be compensated for their services.

8-28.3 School Improvement Teams shall function in accordance with established protocol and by-laws and in accordance with applicable federal, state and local laws; regulations and mandates; and collective bargaining agreements.

8-28.4 School Improvement Teams may be made up of any number of individuals, however, the majority of members shall be teachers elected by the faculty of each school. The Union Building Delegate shall automatically serve as a teacher member of the School Improvement Team.

8-28.5 The Instructional Leadership Team (ILT), co-chaired by the principal and building delegate is responsible for guiding efforts to improve student achievement and all other aspects of school performance in order to attain student and school success. The ILT shall use a collaborative decision-making model in all aspects of school operations, especially instruction. The School Improvement Team (SIT) is a subcommittee of the larger ILT.

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8-28.6 School Improvement/ Instructional Leadership Teams may recommend modifications to any collective bargaining agreement. Any modification to the Providence Teachers Union/Providence School Board Collective Bargaining Agreement must have 75% school faculty approval as well as Union/Board approval.

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#### 8-29 Job Sharing

8-29.1 A maximum of ten (10) job sharing positions may be available each academic year.

All job sharing positions shall be limited to grades 4 - 12 and teachers may job share for no more than one (1) academic year except that teachers who have shared a position during the 2001/2002 academic year may continue in the same assignment through the 2003/2004 academic year (if approved). No new K-3 job share opportunities will be made available after the 2001/2002 academic year.

8-29.2 Job-shared positions shall be available only to regularly employed teachers in areas of certification where there is an available long-term substitute to fill the remaining position and only to regularly employed teachers who have demonstrated three (3) continuous years of successful teaching and who are guaranteed employment for the subsequent school year. Job-shared positions shall be available only to teachers in the area of certification in which they are working and are guaranteed to continue to work in the subsequent school year. Teachers must indicate their

desire to job-share thirty (30) days prior to the last day of the school year preceding the school year in which they wish to job-share.

8-29.2.1 In the event there is only one regularly appointed teacher in the bargaining unit working in an area of certification, job-sharing opportunities shall be made available to said teacher pursuant to Article 8-29 provided that:

- A. Certified teachers on the recall list shall be offered the opportunity to job share in their order of recall seniority and a teacher(s) awaiting recall who refuses to job share shall retain any and all of his/her rights under the Collective Bargaining Agreement; and
- B. In the event no teacher on the recall list opts to job-share, it will be the responsibility of the teacher desiring to job-share to assist the Board in the recruitment of a fully certified teacher candidate to job share the position; and
- C. All other terms and provisions of Article 8-29 are satisfied; and
- D. A newly hired teacher or a recalled teacher appointed to job share shall be appointed a long-term substitute and will replace the regularly appointed teacher for his/her non-teaching portion of the teaching program.

8-29.3 Teacher applications for the job-shared positions must be submitted to the Superintendent's Office no later than thirty days prior to the last day of the school year preceding the school year in which they wish to job-share. If more than one position at a level occurs, a lottery shall be conducted within five (5) days and the Superintendent shall notify the applicants no later than the third Monday of July as to whether they have been accepted for job-sharing; and if not, the reason(s) for disqualification.

8-29.4 Job-sharing positions shall be filled only by teachers who have jointly agreed in writing to work cooperatively together, use the same curriculum as designated by the district, support all district initiatives and programs in the classroom and attend all required professional development by the district or that planned as essential by the principal, as well as all faculty meetings and parent conferences regardless of whether it occurs during regularly assigned days and hours of the job sharers.

8-29.5 Teachers who wish to share a position shall be responsible for matching themselves for the job-sharing positions.

8-29.6 Teachers submitting applications for the job-sharing positions shall submit their proposal for the job-sharing positions which shall include their agreement and obligations with respect to sharing the responsibilities of the position.

8-29.7 The job-sharers must complete the Job-Sharers' Agreement addressing the following division of and responsibility for:

1. Teaching periods, lunch periods, unassigned period, compensatory period, administrative period, homeroom classes, and the time before and time after the school day; and
2. Faculty meetings, in-service training, and staff conferences (e.g. IEP); and
3. Grading of students, communications with parents and parent conferences; and
4. Planning and communication between job-sharers; and
5. Record keeping and reporting; and
6. Rotating time schedule and/or teaching program, if applicable.

The superintendent (or designee mutually agreed to by the parties) shall settle all disputes between the Job-Sharers arising out of the job-sharing position provided that said dispute is not covered by the Collective Bargaining Agreement between the Providence Teachers Union and the Providence School Board. The decision of this person shall be binding and no appeal shall be taken except if said administrator's decision is obtained by fraud, would constitute a violation of law if it were implemented, or it is a violation of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

**8-29.8** The job-sharing position must be a position held by one of the job-sharers and the teacher holding said position, to be agreed to by the job-sharers, shall be the teacher of record with the other job-sharer being treated only for placement purposes as of the end of the school year as one who is returning from a no pay leave of absence for personal reasons without pay under 5-6.1 of the Agreement.

**8-29.9** Job-sharers shall receive, based upon the fractional part of the job-sharing position taught, the pro-rated amount of their own salary, benefits and other conditions of employment they would ordinarily be entitled to under the Collective Bargaining Agreement between the parties, as if they were full-time regular teachers.

**8-29.10** In no case shall the teaching load, salary and fringe benefits of the job-shared position be greater nor less than the equivalent of one (1) teaching position.

**8-29.11** A job-sharer who has a position in the Providence School Department beyond the school day shall continue with said position or relinquish it, but under no circumstances may said position beyond the school day be job-shared.

**8-29.12** Job-sharers shall be provided the Providence Teachers' Blue Cross, Blue Shield coverage and/or the Delta Dental coverage at the job-sharer's option; and those who opt for said coverage in part or in whole shall reimburse the Providence School Department a pro-rated amount of the cost of said coverages with said amount being equal to the fractional part of the portion of the job-sharing position not taught by the job-sharer. Should one job-sharer not opt for coverage under the Providence Teachers Blue Cross, Blue Shield coverage and/or Delta Dental, the Providence School Board shall provide full coverage to the other job-sharer.

**8-29.13** In the event of absence of either or both job sharers, the Board shall follow the terms and provisions of the Collective Bargaining Agreement.

In the event that a long-term leave occurs in the case of one of the job-sharers, it shall be filled by a long-term substitute provided that said long-term substitute teacher agrees in writing to fill the absent job-sharer's position for as long as said job-sharer is absent. If the Board is unable to employ a long-term substitute teacher, the remaining job-sharer shall fill the position for the balance of the school year or until a long-term substitute teacher is hired, whichever occurs first.

In the event that a vacancy occurs in the case of one of the job-sharers, it shall be filled by a regularly appointed teacher. If the Board is unable to employ a regular teacher, the remaining job-sharer shall fill the position for the balance of the school year or until a regular teacher or a long-term substitute teacher is hired, whichever occurs first.

**8-29.14** Job-sharers may not change their job-sharing positions. Should a contractual right arise with respect to the job-sharer holding the position of record, said job-sharer holding the position of record shall waive or defer his/her contractual right to change positions to the beginning of the subsequent school year.

**8-29.15** Superintendent reserves the right to terminate the Job Sharing agreement at mid year should, in the opinion of the superintendent, it is in the best interest of the students and quality of the instructional program. Any decision made under this section shall not be arbitrary or capricious.

**PROVIDENCE SCHOOL DEPARTMENT  
JOB-SHARING PLAN  
JOB-SHARERS' AGREEMENT**

To be developed and submitted solely by teachers who meet the requirement of Section 8-29.2 of Job-Sharing Agreement to the Superintendent no later than thirty (30) days prior to the last day of the school year preceding the school year in which they wish to job share.

Date \_\_\_\_\_

I. General Information

Name of Teacher of Record in Position Proposed for Job Sharing

\_\_\_\_\_

School(s) \_\_\_\_\_

Grade(s) \_\_\_\_\_

Present Teaching Area(s) of Certification

\_\_\_\_\_

Name of Teacher Proposing to Join Teacher of Record in Job Sharing Position

\_\_\_\_\_

Present School(s)

\_\_\_\_\_

Grade(s)

\_\_\_\_\_

Present Teaching Area(s) of Certification

\_\_\_\_\_

II. Teaching Program of Teacher of Record (Include all teaching periods, lunch periods, unassigned periods, compensatory periods, administrative periods, homeroom periods, and the time before and after school day).

III. Description of Proposed Plan for Addressing Related Educational Activities (Describe how the following items will be handled in your job sharing. Use an additional page if necessary).

1. Communication and Planning between Job Sharers

\_\_\_\_\_

2. Record Keeping and Reporting

\_\_\_\_\_

3. Communication with Parents

\_\_\_\_\_

4. Parent-Teacher Conferences

\_\_\_\_\_

5. Other Staff Conferences (e.g. IEP Conferences)

\_\_\_\_\_

6. Grading of Students

\_\_\_\_\_

7. Faculty Meetings

\_\_\_\_\_

8. In-Service Training

\_\_\_\_\_

9. Rotating Time Schedule and/or Teachers Program (if applicable)

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10. District/School Based Professional Development

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IV. Signatures

Teacher of Record in Position Proposed for Job-Sharing

\_\_\_\_\_

Date: \_\_\_\_\_

Teacher Proposing to Join Teacher of Record in Job-Sharing Position

\_\_\_\_\_

Date: \_\_\_\_\_

Principal \_\_\_\_\_

Date: \_\_\_\_\_

Principal \_\_\_\_\_

Date: \_\_\_\_\_

Approval/Non-Approval (with reason(s))

Superintendent \_\_\_\_\_

Date: \_\_\_\_\_

**8-30 Union Professional Development and Teacher Mentoring Program**

The Board agrees to continue to provide:

1. One-fifth (1/5) of the salary of the Union Professional Development and Teacher Mentoring Program coordinator designated by the Union President and to release said Coordinator one-fifth (1/5) of a teaching program per day or one day per week to administer the Union Professional Development and Teacher Mentoring program; and
2. Release of no more than two (2) teachers per school identified by the Union President to attend all day training sessions, not to exceed five (5) school days per school year and scheduled with the approval of the Superintendent and prior submission in the District-Wide Professional Development Calendar; and
3. Time during the System-wide professional development day to allow teachers to participate in the Teacher Mentoring Program, with said time subject to the mutual agreement of the Superintendent and Union Professional Development and Teacher Mentoring Program Coordinator.

**8-31 School Improvement Intervention Team**

In support of the Board's and the Providence Teachers Union's philosophy and commitment to school reform and improved student achievement, the parties will collaborate through a School Improvement Intervention Team to develop a protocol for schools with the status *Low Performing or Low Performing/Not Improving* and/or schools that have federal or state imposed sanctions and interventions. These protocols are to be established to assist schools so that they may develop and implement current state-of-the-art practices that address improving student achievement. The School Improvement Intervention Team shall be jointly chaired by the Superintendent and the President and shall have decision-making authority with regard to support and interventions in cooperation with the Commissioner of Elementary and Secondary Education beginning with the 2011-12 school year and to provide leadership in the development and implementation of a "Corrective Action Plan" or a "Restructuring Plan" for any school in need of corrective action or restructuring under state or federal law.

**8-32 Alternative Programs and School Safety**

The parties shall establish an Alternate Programs and School Safety Committee which will plan in-school and alternative school programming for students who are chronically disruptive and/or exhibit behaviors that threaten the health and safety of others. The Superintendent and the Union President shall co-chair the committee. The committee shall make recommendations to the Board.

**8-33 Professional Time Joint Committee**

The Superintendent of Schools in consultation with the Union President shall annually determine broad guidelines for the use of all Professional Time.

The parties agree to establish a joint committee whose purpose shall be the design and management of all Professional Time activities in support of Board priorities and District initiatives.

The committee shall be comprised of an equal number of individuals appointed by the Superintendent and the President.

The committee shall be responsible for creating an annual master schedule of all district Professional Time activities including but not limited to the number of hours of professional development offered in each teacher certification area. Such Professional Time activities shall provide flexibility and opportunities available to all teachers based upon programmatic or instructional needs of the school district. In the event the school district experiences a reduction or elimination of federal funds, the school district may concomitantly reduce or otherwise alter such Professional Time after consultation with the PTU.

Teachers shall be compensated at forty (\$40) dollars per each hour of professional development attended.

**8-34 School Autonomy**

The parties agree that the school site is the appropriate place for most decision-making affecting the education of children in that school. Accordingly, they agree that a school should have as much flexibility as possible in managing their operations and educational programs for maximum educational effectiveness.

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The parties also share a mutual interest in removing barriers from attracting and retaining a diverse group of talented teachers.

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There is a collective desire to develop pilot schools in the district where site-based autonomy and collaborative shared decision-making are the norm. Collaborative shared decision-making is a process in which all members of the education community at the school level collaborate in establishing a vision, identifying problems, defining goals, implementing programs, and learning from experience. The purpose of collaborative shared decision-making is to create a climate in the schools where faculty, parents, administrators, students and other community members work together and share the responsibility and accountability for school improvement, student achievement, increased satisfaction among professional educators, greater involvement by and with parents, and stronger support from the community at large.

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Finally, the Union and the Board agree that any school community wishing to attain school autonomy must follow the process and complete the application process as described below:

1. Applications for autonomous schools shall be completed by the school's Instructional Leadership Team (ILT). In the spirit of this agreement all applications will be based on distributed leadership within the school. No application will be approved that does not provide for shared decision-making at the school site. All applications must demonstrate school faculty support in accordance with Article 8-28.6 of the collective bargaining agreement and school community involvement.

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2. All applications shall be submitted to a Joint Governance Board which is comprised of four members selected by the District and four members selected by the Union in addition to the Superintendent and the Union President.

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a. The Superintendent and PTU president shall establish the Joint Governance Board (JGB), which either they or their designees will co-chair, to oversee and support the entire autonomous schools

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program. The JGB shall also develop and implement a program evaluation and progress report system.

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b. The JGB is responsible for ensuring the autonomous schools program is aligned with the district's strategic planning. The JGB shall use a collaborative decision-making model in all aspects of its work. Governing By-laws shall be developed by the JGB. Any modifications to the by-laws must be approved by no less than 70% of the members of the JGB.

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c. Applications will be reviewed based on a variety of criteria and the final decision is the sole responsibility of the joint governance board. Schools may not appeal the joint governance board's decision but may apply for autonomous school status each year.

d. Details of the application, the selection criteria, timelines, and other procedural steps will be developed by the joint governance board and maintained by the board and may be revised at any time by the board.

e. The joint governance board will also have the authority to revoke autonomous status if it determines such an action is in the best interest of the students. Procedures for revocation will be developed and maintained by the joint governance board and may be revised at any time by the JGB.

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f. The JGB shall also develop and implement a program to evaluate the autonomous schools program and provide ongoing updates to the School Board and other interested parties at least once every six months.

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3. Schools may apply for varying components of autonomy. The specific decisions for which components of autonomy to be approved shall be determined by the JGB. After a school's approval of autonomous status, teachers may elect to opt-out of the school.

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Those leaving for reasons unrelated to performance will be eligible for future employment in the district based on the transfer policies as established by the CBH Committee.

4. All autonomous schools, at a minimum, shall follow the district's base compensation, health benefits, and evaluation programs as defined in the Collective Bargaining Agreement. Any contractual variance included in a school's application must be approved by the Union in accordance with Article 8-28.6.

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5. The PSD and the Union will create and deliver a joint informational training for the application process and subsequent trainings for schools whose application has been accepted.

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## ARTICLE 9 DISCIPLINE CODE

### 9-1 Discipline Code

The Board and the Union agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have support from administrators who shall give the teacher effective and consistent support in each case. In an instance where the situation, in the opinion of the teacher, is of a serious nature and a child is sent from the class, the teacher shall confer with the principal or assistant principal to provide the necessary information concerning the problem. A child shall not be sent from the class except to the area designated by the principal. The teacher will readmit the child, assuming an appropriate adjustment has been made, following a conference with the teacher and/or one of the following parties: an administrator, a counselor, visiting teacher, school psychologist, home visitor, a parent or guardian of the child. The teacher shall be present at the conference at the discretion of the principal or administrator. Assuming the teacher is not present at the conference, the teacher shall be informed as to the proceedings and facts of the conference.

**9-2 Assault and/or Battery Cases**

Principals or persons in charge shall promptly report as soon as reasonable to the Superintendent and to the Health Administrator all cases of assault and/or battery suffered by teachers on school property or in connection with their employment. In the absence of the principal, the assistant principal or the teacher-in-charge shall have the responsibility to call an ambulance or other rescue facility that may be required. Whenever an alleged assault and/or battery incident occurs involving or upon a faculty member, the teacher shall cooperate with the principal and the Superintendent in the investigation of the incident. The teacher shall be obligated to report all circumstances as soon as possible after the occurrence of the alleged incident.

**ARTICLE 10  
TEACHER FACILITIES**

The Board shall provide the following facilities:

- 10-1 A pay telephone booth or a comparable facility for faculty use shall be provided in each school. Every effort shall be made to insure privacy.
- 10-2 Washrooms for men and women teachers, which are private, clean and comfortable, shall be provided in all schools.
- 10-3 A professional library collection for reference and circulation shall be provided in each school.
- 10-4 An automated telephone and web-based absence reporting system shall be provided which will allow teachers to report their absence at any time up to 6:00 a.m. before the workday begins.
- 10-5 Each school shall be provided with a clean and comfortable teachers' lounge. Existing lounges in excess of one per school shall remain as presently established.
- 10-6 Audio-visual equipment and copying equipment shall be available for teachers' use in every building.
- 10-7 All classrooms shall have electrical outlets consistent with federal and state OSHA regulations.
- 10-8 To the extent possible, teachers shall be provided with off-street parking areas for their automobiles.
- 10-9 Teachers shall be provided a special lunch area, and when this area is not a regular lunchroom, facilities for warming, refrigerating, and storing food shall be provided.
- 10-10 Stairs, sidewalks and parking areas shall be free of snow prior to the opening of work to the extent necessary to permit safe access to buildings.

**ARTICLE 11**  
**POSTED POSITIONS**  
**(Appendix B-2.1, B-8, and B-9)**

11-1 When a vacancy occurs or when a new position is created, the Superintendent or his/her designee shall provide appropriate postings. Posted positions include, but are not limited to: coaching positions, before/after school positions, evening school, summer school, federally funded programs, extra-curricular positions, etc.

11-2 The notice of the Superintendent shall categorically set forth all qualifications, requirements, certificate requirements, duties, salaries, and other pertinent information for each position.

11-3 No posted position shall be filled within seven calendar (7) days from the date of posting.

11-4 All applications, with the exception of applications for internal postings, for positions shall be made on the Providence Applicant Tracking System (PATS). All applicants must possess any specific education and/or experience requirements in the area relating to the vacancy or new position stated in the posting to be eligible.

11-5 All regularly appointed teachers in the Providence School Department who have filed written applications in response to a posting shall be given preference to work in all programs that require certified teaching personnel, before other certified personnel from inside and outside the system.

11-6 Applicants initially deemed ineligible shall be so notified by the Superintendent or his/her designee in writing with reason(s) for ineligibility stated. Such notification shall be made prior to the filling of the position by the Superintendent.

11-7 All applicants deemed eligible for the position shall be granted an interview by the Superintendent or his/her designee. The Superintendent shall recommend to the Board for appointment, if necessary, the candidate deemed most qualified. Candidates not selected for appointment shall be so notified by the Superintendent or his/her designee in writing with reason(s) for non-selection in a timely manner.

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11-8 Any teacher presently holding a posted position shall retain the position without the necessity of reapplying based upon the teacher's seniority rights under the collective bargaining agreement.

11-9 All internal postings must be reviewed and approved by the Director of Human Resources before said postings are distributed in triplicate; one copy with the Office of Human Resources, one copy filed with the Union building delegate, and one copy posted on the Union Bulletin Board by the Union building delegate.

11-10 Any teacher hired as a coach and who continues to coach sport(s) shall be allowed to retain no more than two of said coaching positions at the time of retirement.

11-11 Any teacher hired to a position listed in Appendix B-9 (except for Athletic Directors) may hold no more than one such position at any given time; however, there shall be no limit as to the number of Appendix B-9 positions held by a teacher during the school year.

**ARTICLE 12**  
**TRANSFER POLICY**

The Providence Teachers Union and the Board recognizes the value to students of having qualified, certified, experienced and effective teachers in every classroom. The Union and the Board are committed to working together to provide a quality teacher in every classroom by implementing a fair, reliable and transparent teacher hiring and evaluation system as well as providing supports and resources. As such, the Union and the Board acknowledges that the Criterion-Based Hiring and Transfer Policy shall be an evolving and dynamic process that will be jointly developed over the course of this Agreement.

Effective upon the ratification of this Agreement, the following Article 12 Transfer Policy provisions will be applicable.

12-1 The Criterion-Based Hiring and Transfer provisions represents the manner in which teachers select or are assigned to a teaching position as a result of a consolidation, voluntary transfer, rescission from layoff, or return after a leave of absence. Criterion-Based Hiring and Transfer provisions shall be determined by the Joint Criterion-Based Hiring Committee. Upon ratification of this Agreement, the Criterion Based Hiring and Transfer provisions shall be in accordance with the Mediated Settlement. Modifications made to the Mediated Settlement shall be agreed upon by the Joint Criterion-Based Hiring Committee and made in writing. On an annual basis, the Office of Human Resources shall communicate any and all modifications the transfer and hiring provisions as agreed upon by the Joint Criterion-Based Hiring Committee to teachers in a timely manner.

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#### 12-2 Joint Criterion-Based Hiring Committee

The Joint CBH Committee will consist of three (3) PTU members, three (3) PPSD members and one (1) impartial member to serve as a tie-breaker. The Joint CBH Committee will address all Criterion-Based Hiring and Transfer issues, including but not limited to:

a. Develop an implementation manual to assist teachers and administrators.

a.b. Establish annual staffing timelines.

b.c. Resolve PATS technical issues, e.g. computer glitches, loss of writing prompts, etc.

c. Resolve issues and establish guidelines concerning the fairness and adequacy of the application interview and selection process.

d. \_\_\_\_\_ process.

d. Monitor consolidated positions and ensure that, if the position is improperly consolidated/reinstated, the incumbent returns \_\_\_\_\_

e. \_\_\_\_\_ to the position.

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#### 12-2.1 School Based Criterion Based Hiring Committees

Each school shall establish a Criterion Based Hiring Committee in accordance with the guidelines as established by the Joint CBH Committee. Effective the 2015-16 school year, teachers serving on a school based CBH committee shall receive an annual stipend of \$500 payable in a lump sum at the conclusion of the annual CBH process.

Any teacher serving on his/her school's Hiring Committee and who is scheduled to be evaluated during the same school year, may request to be evaluated by an evaluator who is not assigned to his/her school. Said request shall be made to the Teacher Evaluation Committee no later than October 15<sup>th</sup>.

12-3 Suspension List - Probationary teachers who have received suspension letters shall be reinstated in the inverse order of their suspension determined by their date of employment as probationary teachers. No new probationary or long-term substitute appointments shall be made while there are available probationary teachers so suspended unless the suspended teacher is not certified in the newly created or vacant teacher position.

12-4 Part-Time Teachers - In the event that it is necessary to establish part-time teaching positions, the Board shall recall teachers from lay-off pursuant to Article 12-3 except that should a laid-off teacher be offered a part-time position and accepts or refuses, he/she is not deemed to have waived his/her rights to recall to a full-time position nor any and all other rights under the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union. However, any laid-off teacher who refuses said part-time position may not assert a right to said position should it expand to a full-time position in the school year.

#### 12-5 Other Matters Pertaining to Transfers/Reassignments

12-5.1 No teacher shall be involuntarily transferred except at the discretion of the Superintendent.

#### 12-5.2 Consolidations

In the event there is a decrease in the number of teachers in any area of certification, teachers shall be transferred according to their date of hire.

\_\_\_\_\_ Said teachers shall be notified by the Office of Human Resources by the timeline as established annually by the Joint CBH Committee. Said notification shall provide the specific reason(s) for the involuntary transfer. ~~March 1.~~

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Said teacher, however, shall not be transferred should there be a vacancy before the commencement of the annual Displaced Teacher Job-Matching process and/or Criterion-Based Hiring and Transfer.

Said teachers as may be transferred shall be reassigned in said area of certification in the inverse order of their transfer, if said teachers are available and so desire to be reassigned.

No new appointments shall be made to said area of certification while there are available teachers so transferred.

Said teachers being recalled will return to their former positions if said positions are available. If said positions are not available, the order of placement shall be according to their date of hire.

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For the 2015-16 school year, any teacher who is affected by a consolidation from his/her area of certification may elect to transfer to a vacant position within his/her school in a different area of certification in accordance with Article 13-1 as long as said teacher holds full certification for said position. In no event, may a displaced teacher in one certification area displace a teacher in a different certification area. This provision may be extended for the duration of the 2014-2017 Collective Bargaining Agreement per mutual agreement of the parties, in writing, no later than January 15, 2017.

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For the 2015-16 school year, any Elementary teacher who is affected by a consolidation from his/her grade level or subject area may choose not to displace a less senior teacher in said area of certification and select a new assignment in accordance with Article 12, Transfer Policy. This provision may be extended for the duration of the 2014-2017 Collective Bargaining Agreement per mutual agreement of the parties, in writing, no later than January 15, 2017.

12-5.3 Any teacher occupying a full-time position in any school whose program is reduced to less than a full-time position pursuant to Article 12-5.2 shall become an itinerant teacher and shall have reinstatement rights equal to the reinstatement rights of all other teachers. An itinerant teacher is a teacher who services two or more schools, and the itinerant teacher's home base shall be in that school with the greatest amount of assigned teaching time during the week. In the event that the greatest amount of service is the same in two or more schools, the itinerant teacher shall elect the home-base school from among said schools. The itinerant teacher shall remain in said home-base school although the level of service may be reduced. Should the level of service increase in said school, said teacher shall have the right to the increased program. The Administration may use the balance of the teacher's full itinerant assignment for reassignment as needs dictate.

12-6 Teachers on the recall seniority list shall be given preference to serve as Long Term Substitutes in Pool prior to any teacher not on a recall seniority list. A teacher on the recall seniority list who refuses per-diem substitute teaching assignments when called shall not be deemed to have waived any other rights under the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

12-7 In the event that layoffs are necessary, teachers shall be notified no later than June 1 of the school year immediately preceding the school year in which the layoff is to become effective. Provided, however, that prior to implementing any layoffs resulting in staff reductions, the parties shall agree on the manner and criteria to be utilized in any staff reductions pursuant to layoffs. Consent to the methodology of layoffs shall not be unreasonably withheld.

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12-7.1 Each year, from ~~March~~ June 1 through and inclusive of the last School Board meeting in ~~June~~ August, teachers who receive lay-off notices shall be reinstated if positions are available. Said teachers shall return to the positions they held prior to lay-off if said positions are available; and if not available, said teachers shall be reassigned pursuant to 12-1.

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12-7.2 The City agrees that there shall be no layoffs of bargaining unit members for the 2015-16 school year only. This provision shall not be construed to prohibit the PSB from issuing layoff, dismissal or non-renewal notices pursuant to state law on or before June 1, 2016 for the 2016-17 school year or any year thereafter.

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12-8 The Union President (or designee) and the Superintendent of Schools (or designee) shall meet each year prior to May 1 to identify teacher certification areas where there exists insufficient applicants to fill all vacancies.

The Superintendent of Schools (or designee) shall demonstrate the District's good faith effort to fill all vacancies as follows:

1. Regular advertisements in general circulation newspapers, education-specific publications, websites, and postings at regional colleges and universities.
2. On-campus recruiting efforts at regional colleges, universities and job fairs.

In the event a shortage certification area exists as mutually agreed to by the President (or designee) and the Superintendent (or designee), any teacher assigned to said shortage certification area and who is presently in his/her first year of employment as a regular teacher shall remain in said area of certification for one additional academic year prior to exercising any contractual right to transfer to a different certification area.

A teacher assigned to a hard to fill position shall be notified (in writing) at time of interview that, if hired, he/she must complete an additional academic year in said hard to fill certification area prior to exercising his/her right to transfer to a different certification area and said written notification shall be provided to the Union.

### ARTICLE 13 TEACHER PROGRAMS

Effective upon the ratification of this Agreement the following Article 13 Teacher Programs provisions will be applicable. Nothing herein shall be construed to abrogate the powers and duties reserved by law and regulation to the City as provided under R.I. Gen. Laws § 16-53.1-1, *et seq.*, nor can any provision of this Article affect or change any educational curriculum or school structure.

13-1 Programming preferences will be honored to the extent consistent with the preparation and experience of the teacher and the needs of the school system. All assignments shall be made on an educationally sound basis. Building administrators shall exercise professional judgment when making instructional assignments; however, they shall demonstrate that all decisions meet one or more of the following criteria:

Criteria Area	Elements of the Criteria Area
<i>1. Prioritizing the staffing of high-need and/or specialty classrooms with highly effective and appropriately trained teachers</i>	Assignment practices that match: <ul style="list-style-type: none"> <li>• Highly effective teachers to intervention classes</li> <li>• Teachers with specialized and relevant training to high need and specialty classrooms</li> <li>• Teachers with successful experience working with high need or specialty classrooms</li> </ul>
<i>2. Matching of teacher skills, professional experience, and training to instructional assignments</i>	Assignment practices that match: <ul style="list-style-type: none"> <li>• Teachers with specialized and relevant training to high need and specialty classrooms</li> </ul>
<i>3. Ensuring an appropriate, manageable, and equitable balance of course assignment between and amongst instructional staff</i>	Creation of: <ul style="list-style-type: none"> <li>• Teacher schedules that don't unreasonably assign large numbers of either intervention or advanced student groups to a single teacher</li> <li>• Teacher schedules that distribute the number and timing of administrative and preparatory periods on the basis of student and school need</li> </ul>
<i>4. Consideration of teachers' programmatic preferences, as communicated through their preference sheets.</i>	Assignment practices that: <ul style="list-style-type: none"> <li>• Take seriously the consideration teachers' professional judgment and their expertise in meeting student need as expressed through preference sheets;</li> <li>• Honor preference sheets whenever such assignments are instructionally sound and coincide with student need.</li> </ul>

These priority areas shall be the driving force behind instructional assignments. In no case shall principals make staffing decisions that are arbitrary, capricious, or driven by forces that are not clearly and demonstrably associated with the above criteria in their stated order. To that end, all tools and processes developed to support need-driven instructional assignments will require transparency, objectivity, and professionalism on the part of all participants. Teachers shall be given the opportunity to discuss their assignment requests with their principal and shall have the right to request a written explanation. Upon request, building administrators shall provide an adequate written explanation that clearly demonstrates the rationale resulting in their instructional assignment within five (5) days of the teacher's request. In the event of an unclear or unsatisfactory response, teachers will have the opportunity to appeal their assignment to the Teacher Program Committee.

Preference sheets to remain active must be renewed annually in writing.

Teacher assignments at the Elementary level shall be made in accordance with the above criteria for any vacancy within a school which a teacher is fully-certified to teach and for which a teacher has indicated a preference on his/her preference sheet.

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Notwithstanding the above, any two Elementary teachers teaching in the same school under the same area of certification may, by mutual agreement, exchange teaching assignments effective the subsequent school year. Teachers who mutually agree to exchange positions shall indicate in writing to the principal their desire to exchange positions after needs based assignments are made but no later than the last day of the school year. All teacher exchange requests shall be reviewed and approved by the building Principal. The Principal shall notify the teachers in writing of the approval or denial no later than fifteen (15) days after receipt of said request. Both the Office of Human Resources and the Union office shall be notified of all teacher exchange requests and the Principal's decision.

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13-2 No later than April 1st Teachers shall be provided with a list of all courses or Elementary grade levels and type of class to be offered to students for the next school year prior to the completion of preference sheets. New courses to be offered shall be highlighted. A teacher who has designed or created new course offerings shall be given first preference to teach said course for the first year of its offering.

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Preference sheets may be filed by teachers by April 15 of each year by the annual date as established by the Joint CBH Committee. Preference sheets shall be in effect from April 16 of the current year through and inclusive of April 15 of the renewal date of the following year.

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13-3 No later than ten (10) days prior to the end of the school year, teachers shall receive their program for the following year which shall include the names of the courses or grade level that the teacher will teach the following school year.

Field Code Changed

No later than fifteen (15) days prior to the beginning of the school year, teachers shall be provided with their total program for the following year, which shall include the periods and rooms where their assignments are scheduled.

If personnel or program changes occur during the summer that require a change in a teacher's program, the principal or supervisor shall provide reasonable notification to the teacher.

If personnel or program changes occur after the start of the school year that requires a change in a teacher's program, the principal shall convene the School Improvement Team (SIT) Instructional Leadership Team (ILT) to review the request for a change.

The SIT-ILT shall review and approve or reject the request for a change by a simple majority vote. If the request for a change is approved, the Teacher Program Committee shall be notified and said teacher shall be given five (5) teaching days notice. The teacher whose program has been changed or the building principal may appeal the decision of the SIT-ILT to the Teacher Program Committee within five (5) days of the decision of the SIT-ILT. In the event of an appeal, the teacher shall retain his/her original schedule until final resolution. The Teacher Program Committee's decisions are final and binding. The Teacher Program Committee shall convene as necessary.

The Teacher Program Committee for the Providence School system shall be comprised of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the Providence Teachers Union. In the event the Teacher Program Committee cannot reach consensus on an appeal filed by a teacher or a building administrator, said appeal will be reviewed by the Superintendent whose decision shall be final and binding.

13-4 Teaching periods shall not exceed five (5) per day, or twenty-five (25) per week.

**13-5 Program Guidelines**

13-5.1 Teachers shall be programmed as to have a minimum of lesson preparations. Program requests of teachers shall be taken into consideration in determining this minimum. This policy shall be followed especially for beginning teachers and teachers having homeroom classes with maximum teaching loads.

13-5.2 Teachers shall be assigned to teach in their area of certification only.

13-5.3 The number of different rooms in which assignments occur shall not exceed three (3) in any one day.

13-5.4 Equitable standards shall be applied within each school for exemption from homerooms, building assignments and for class size distribution.

~~13-5.5 With regard to requests as to grade level, course or special assignments, teachers with the highest seniority shall be given preference if the teachers' qualifications for the position are the same.~~

**ARTICLE 14  
TEACHER MEETINGS**

14-1 Teacher meetings shall be scheduled in advance at the beginning of the school year by the principal and the teachers. The total number of meetings shall not exceed ten (10) per year.

14-2 Teachers shall be notified at least twenty-four (24) hours in advance of an emergency teachers' meeting and written notice shall be given to all teachers stating the nature of the emergency.

14-3 An agenda shall be prepared in advance of the regular teachers' meeting of the entire faculty by the principal and a committee of teachers. This agenda shall be distributed in advance to all teachers. Teachers' meetings shall be conducted by the principal or his/her designee in a manner that will encourage free participation by all teachers.

14-4 The Superintendent may chair one afternoon meeting immediately after school hours in each school to discuss matters with the teachers. Reasonable notification shall be given to the teachers.

**ARTICLE 15  
GRIEVANCE PROCEDURE**

Effective upon the ratification of this Agreement the following Article 15 Grievance Procedure provisions will be applicable.

**Purpose:** It is the declared objective of the Parties to encourage the prompt and informal resolution of teacher or Union disputes as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of disputes. Teachers subject to this agreement shall be excused from duty without loss of pay to attend a formal grievance hearing involving their grievance or to attend a scheduled arbitration hearing of their grievance.

**Definition:** A grievance shall mean a complaint or claim by a teacher or the Union filed with or by the Union that an event or condition exists which represents a violation, inequitable application, misinterpretation of this Agreement; or that the teacher or the Union has been treated inequitably or unfairly by reason of an act or condition which is contrary to established policy or practice governing or affecting teachers or the Union or contrary to established professional ethics and standards.

**15-1 Phase I - Mediation**

**15-1.1** Within five (5) days after the filing of a grievance, a person(s) designated by the Union President and a person(s) designated by the Superintendent of Schools shall attempt to resolve the grievance, in an informal manner, so as to eliminate the necessity of a formal hearing.

If the grievant and the Union are not satisfied with the results of the mediation, the grievance may be submitted to the Superintendent of Schools for a Level I hearing.

**15-2 Phase II - Hearings**

15-2.1 Level A, Superintendent

15-2.2 Level B, Board

15-2.3 Level C, Arbitration

**15-2.1 Level A - Superintendent**

Any teacher shall submit his/her grievance, in writing, on a Union Grievance Report Form to the designee of the Union.

Within five (5) days after receipt of the grievance, the Union Representative, or the designee of the Union, shall present the grievance to the Superintendent.

The Superintendent or his/her designee (as mutually agreed to by the Parties) shall within ten (10) days after receipt of the grievance hold a meeting.

The teacher and the Union Representative will receive at least one (1) day notice of the meeting and the opportunity to be heard. The Superintendent may have the appropriate administrative personnel present at the meeting.

The Superintendent shall communicate his/her written decision together with supporting reasons to the Union as soon as possible, but not later than five (5) days after the date of the meeting.

**15-2.2 Level B - Board**

An appeal of the decision from Level A may be made, in writing, signed by the Union, to the Board within ten (10) days after the decision from Level A has been received. A meeting shall be held within fifteen (15) days after receiving the appeal from Level A. Present at the meeting shall be the teacher and/or the Union. The teacher and the Union shall receive at least two (2) days notice of the meeting and shall have an opportunity to be heard. The Superintendent and/or the appropriate administrative head may be present at the meeting to state their views. The Board shall notify the Union, in writing, of its decision within five (5) days after the hearing.

### 15-2.3 Level C - Arbitration

15-2.3.1 A grievance that was not resolved at Level B under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing a demand for arbitration with the Labor Relations Connection or the American Arbitration Association. The notice shall be filed not later than twenty-five (25) days after receipt of a decision in writing from Level B of the grievance procedure.

15-2.3.2 The proceedings shall be governed in accordance with the rules and procedures of the Labor Relations Connection or the American Arbitration Association. If the Union agrees with the Board to a different method of selecting the arbitrator, or if the parties mutually agree to have the State Board of Education designate the arbitrator to conduct the arbitration, such agreement shall govern the selection of the arbitrator.

15-2.3.3 The decision of the arbitrator shall be final and binding upon the Union and Board on all matters except that the arbitrator shall have no authority to add to, subtract from or modify any of the terms and conditions of this Agreement.

15-2.3.4 The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator sustaining a grievance; the Union agrees that it will not present any grievance that is substantially similar to a grievance denied by the decision of the arbitrator. The cost of arbitration will be shared equally by the parties.

### 15-3 General Matters on Grievances

15-3.1 All grievances shall be handled as quickly as possible. The number of days indicated at each level shall be considered maximum and every effort shall be made to expedite the procedure. The time limits specified on any level of this procedure may be extended, in any specific instance by mutual agreement of the Parties, in writing.

15-3.2 Any grievance excluding a continuing grievance which is not presented within twenty (20) school days from the date of occurrence of the grievance or which is not appealed to any of the successive levels within the time limits prescribed herein shall be deemed to have been waived. A failure of a representative of the Board responsible to meet and/or to answer a grievance at any of the levels of the grievance procedure within the time limits provided shall permit the Union to proceed to the next level of the grievance procedure.

15-3.3 All grievance hearings shall be closed hearings and shall be open only if the parties mutually agree.

## ARTICLE 16 UNION PRIVILEGES, RESPONSIBILITIES AND ACTIVITIES

### 16-1 Fair Practices

As sole collective bargaining agent, the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, sexual orientation or marital status.

### 16-2 Negotiations

16-2.1 In accordance with R.I. Gen. Laws §16-2-9, as amended by the General Assembly in the 2011 legislative session, all collective bargaining was conducted with the City of Providence.

16-2.2 Members of the Union Negotiating Committee, not in excess of five (5) shall, upon arrangement, be excused from duty with pay, for teaching time spent in negotiations or other scheduled occasions with the Board or its representatives, with provision made for substitute relief.

### 16-3 Union Activity at the School Level

16-3.1 The principal shall meet, upon request, at reasonable intervals and mutually agreed upon times, with a committee elected by Union Members in the school and the Union Representative to consult on school problems, policies and procedures.

16-3.2 At least one (1) bulletin board shall be reserved at an accessible and conspicuous place in each school for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate business of the

Union. Notices must be signed by the Building Representative or his/her authorized representative. The location of the bulletin board shall be determined after reasonable consultation with the Union's building representative. The Parties agree that the location of the bulletin board shall not interfere with the operation of the school.

**16-3.3** The Union shall have the right to place material dealing with the proper and legitimate business of the Union in the mailboxes of teachers. No rival teachers' organization shall have the right to place any material in the mailboxes of teachers.

**16-3.4** Members of the Executive Board of the Union and/or the building representative shall have the right to schedule Union meetings of the teacher members in the school before or after the regular school day hours and during the lunch time of the teachers involved, upon prior notification to the principal and provided it does not interfere with the operation of the school.

**16-3.5** The Union shall be given a place at the end of the agenda of the building teachers' meeting for announcements.

**16-3.6** Administration shall not participate in recruitment, solicit membership forms or collect membership dues for rival teacher organizations.

#### **16-4 Union Activity at the School Department Level**

**16-4.1** Union officers may use the communication facilities of the school department for conducting regular Union business. This includes local telephone calls and the use of duplication equipment provided it does not interfere with the normal operation of the school. This provision shall not apply to any organization during the period between an order for an election and the day following the election.

**16-4.2** Upon request of the Union, the Superintendent shall meet monthly at a mutually agreeable time with representatives of the Union to discuss matters of educational and personnel policy and development as well as matters relating to the implementation of this Agreement.

**16-4.3** Upon notification to and prior mutual arrangement with the principals involved, the Union President or his/her designee shall be free to visit schools during school hours to confer on working conditions, grievances or other matters relating to the terms and conditions of the Agreement.

**16-4.4** Teachers desiring bank payments deducted from their regular check may do so by filing an individual request with the payroll section of the Office of Human Resources, in accordance with the bank's policy.

#### **16-5 Information to the Union**

**16-5.1** The Board shall make available to the Union upon request and with reasonable time to respond any reasonable information, statistics, and records which are relevant to negotiations, grievances, or necessary for the proper and legitimate enforcement of the terms of this Agreement. A copy of the annual Audit and Budget shall be sent to the Union President when available.

**16-5.2** The President shall be furnished a copy of the agenda of every Board meeting three (3) days in advance of each regular meeting and notice of a special meeting as well as resolutions duly adopted at the last meeting.

**16-5.3** Form 31 and all supplements thereto and the public school budget prescribed by the Commissioner of Education under the provisions of Section 26, Chapter 7 of Title 16, General Laws of 1956, as amended, shall be delivered to the Union President no later than ten (10) days after the filing of such reports with the Department of Education. A copy of the itemized annual budget shall be delivered to the President of the Union within ten (10) days after approval by the Board.

**16-5.4** Two (2) copies of any and all notices sent to teachers by the Board or by any of its administrative agents shall be sent to the Union Office. Also, two (2) copies of any and all job postings by the Board or by any of its administrative agents shall be sent to the Union office.

## 16-6 Payroll Deduction

16-6.1 The Board agrees that it will withhold from each teacher's paycheck an amount of money equal to the Union dues and to transmit said monies to the Union in accordance with the provisions of this Section. The total amount of such sums deducted shall be forwarded to the Union Treasurer no later than thirty (30) days after each deduction was made, together with the names of individuals, the period covered, and such other information as may be necessary to the Union to maintain its record current.

16-6.2 The Board shall deduct from each teacher's paycheck a sum of money authorized by teachers on forms prescribed by the Union for the Union's Committee on Political Education. The total amount of all teachers' monies so deducted shall be forwarded to the Union no later than thirty (30) days after each of said deductions is made from teachers' paychecks together with the teachers' names, the payroll period covered and such other information that may be required by the Union for the maintenance of its records.

## 16-7 Tax Sheltered Annuity

The Board shall continue its present policy of making tax sheltered annuity programs available for purchase to all teachers. Participation in the annuity program is entirely voluntary.

## 16-8 Union Health and Welfare Fund

The Providence Teachers Union shall utilize a Health and Welfare Trust Fund with appropriate supporting documents for the purpose of providing Health and Welfare benefits to bargaining unit members. In order to provide each bargaining unit member Health and Welfare benefits, the School Board agrees to contribute to the Providence Teachers Union Health and Welfare Trust Fund ~~three dollars and fifty-five cents (\$3.55)~~ four dollars and eighty cents (\$4.80) per week, per regular teacher and LTS (Appointed to position held by teacher on leave of absence) for fifty-two (52) weeks per year. Contributions by the School Board to the above-identified Trust Fund shall be made on a monthly basis, payable no later than the twentieth (20<sup>th</sup>) day of the subsequent month. Employees must be on active status to be counted toward the contribution. An employee receiving Workers' Compensation Benefits shall be considered to be working his/her normal and regular workweek.

The above named Trust Fund shall be administered by a board of trustees selected and appointed under the provisions of the said Trust Agreement heretofore executed by the Providence Teachers Union. The provisions of this section shall be effective September 1, 1999 and thereafter.

Effective September 1, 2012~~5~~ the School Board contribution shall be \$~~4.05~~4.05/week.

Effective September 1, 2013~~6~~ the School Board contribution shall be \$~~5.30~~4.55/week.

## ARTICLE 17 SAVINGS CLAUSE

17-1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

17-2 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.

17-3 There will be no waiver or modification of any of the agreements, terms or provisions contained in this Agreement by any teacher with the Board.

17-4 The terms and conditions of this Agreement shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

17-5 The rights and benefits of teachers provided in this Agreement are in addition to those provided by the City of Providence, State of Rhode Island and federal laws, rules, ordinances or regulations including, but not by way of limitation, all applicable tenure, pension and education laws and regulations. However, there is to be no double benefits or pyramiding of such benefits.

17-6 The Board will continue its policy of nondiscrimination with reference to race, color, religion, creed, national origin, sex, sexual orientation, marital status or age.

**ARTICLE 18  
MANAGEMENT CLAUSE**

18-1 Except as abridged or restricted by any provision in this Agreement or by applicable law, the Board shall have the exclusive right to supervise and control all of its departments, schools, and employees, to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the Board as an employer by statute, ordinance, and applicable regulations, and to comply with its responsibilities thereunder. The Board agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Board may have under Rhode Island law.

**ARTICLE 19  
PAST PRACTICE**

19-1 With respect to any past practice asserted to have been in existence prior to the effective date of this Agreement, the parties agree that the party asserting the past practice must, in order to establish same, satisfy the following conditions:

Either party claiming the existence of a past practice will be required to prove by clear and convincing evidence that the practice:

- (1) Is unequivocal;
- (2) Has been clearly enunciated and acted upon;
- (3) Is readily ascertainable;
- (4) Has been in existence for a substantial period of time; and
- (5) Has been accepted by representatives of the parties who possess the actual authority to accept the practice.

Past practices shall not contradict the express terms of this Agreement.

**ARTICLE 20  
DURATION**

20-1 This Agreement and each of its provisions shall be in effect as of September 1, 2011 and shall continue in full force and effect until August 31, 2014.

20-2 The Board and the Union agree that during the life of this Agreement any and all disputes arising between them shall be settled in accordance with the grievance procedure of this Agreement. The Union agrees that it will not engage in, instigate, or condone any strike or work stoppage or any concerted refusal to perform work duties on the part of any teacher of the bargaining unit.

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**ARTICLE 21**  
**JOB SECURITY**

1. ~~In consideration of the financial concessions made elsewhere in this agreement by the PTU, the parties agree that during the term of this agreement there shall be no layoff, suspension or termination of bargaining unit personnel except for good and just cause unrelated to fiscal exigency. This provision shall not be construed to prohibit the PSB from issuing layoff, dismissal or non-renewal notices pursuant to state law on or before March 1, 2014 for the upcoming 2014-2015 school year, commencing September 1, 2014, provided that such notices shall be made in accordance with RI General Laws and the Collective Bargaining Agreement. This provision shall expire and be of no further force and effect as of 11:59 pm on August 31, 2014.~~
2. ~~It is expressly understood that the Union's agreement to make financial concessions rests primarily on the City's commitment to job security for bargaining unit members.~~
3. ~~The City agrees that it will not assert in any forum that this Article is unenforceable or unlawful nor will it provide legal or financial support for any such claims. Should the City or Board make any such or similar claim(s), the City agrees to indemnify the Union for any attorneys' fees and costs reasonably incurred in connection therewith.~~
4. ~~In the event that the City or PSB assert that this Article, or any portion thereof, is unenforceable for any reason or to any extent, the parties agree that this Article shall be enforced *pendent lite*, and bargaining unit personnel remain employed, until and unless a court of competent jurisdiction after final judgment determines that the paragraph is unenforceable, and after all appeals have been finally exhausted.~~
5. ~~In the event this Article, or any portion thereof, is deemed unenforceable, the parties agree to promptly meet and confer for the purpose of negotiating an equivalent, lawful substitute. In the event they are unable to reach agreement, the matter shall be submitted to final and binding arbitration according to the Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have authority to make whole any employee for any losses sustained.~~
6. ~~The City agrees to provide funding sufficient to satisfy the terms of this Agreement.~~
7. ~~All terminations issued on or about February 24, 2011, are hereby rescinded, except those terminations for good and just cause unrelated to fiscal exigency, which may be pursued to arbitration or hearing at the RI Department of Education. Any teachers left without teaching assignments or classrooms shall be assigned to Central Administration, and the PPSD has the right to assign said teachers to a position that best serves the needs of the students and PPSD's priorities. The PPSD will make its best efforts to use and assign these teachers based upon their individual skill sets and certifications.~~

**APPENDIX A**

**A-1 Teacher's Basic Salary Schedule:**

Steps	2014-15	Steps	2015-16	Steps	2016-17	
			1.00%		1st day of work 1.75%	Last day of school 1.50%
1	\$38,872	1	\$39,261	1	\$39,948	\$40,547
2	\$40,782	2	\$41,190	2	\$41,911	\$42,539
3	\$42,966	3	\$43,396	3	\$44,156	\$44,818
4	\$45,778	4	\$46,236	4	\$47,045	\$47,751
5	\$49,491	5	\$49,986	5	\$50,861	\$51,624
6	\$53,257	6	\$53,790	6	\$54,731	\$55,552
7	\$56,758	7	\$57,326	7	\$58,329	\$59,204
8	\$60,471	8	\$61,076	8	\$62,145	\$63,077
9	\$63,760	9	\$64,398	9	\$65,525	\$66,507
10	\$66,837	10	\$67,505	10	\$68,687	\$69,717
11	\$69,489	11	\$70,184	11	\$71,412	\$72,483
12	\$73,270	12	\$74,003	12	\$75,298	\$76,427

a. **Step Increases** - For the 2011-12 school year, teachers will continue to be compensated at their 2010-11 salary step. Effective 2012-13 school year, teachers will move up one salary step for each of the years remaining on this contract. Except that teachers on Step 10 effective the 2011-12 school year, shall be placed on Step 12 effective the 2012-13 school year.

b. **Furlough Days** - Effective the 2011-12 school year, all teachers compensated under Appendix A will have the equivalent of two (2) days compensation deducted from his/her annual salary at the teacher's daily rate of pay. Said deductions shall be made in equal amounts from the teacher's bi-weekly paycheck for 21 pay periods. For teachers hired after the beginning of the work year, said furlough days shall be deducted on a pro-rated basis equivalent to a half day during each quarter of the 2011-12 school year. Said payments shall also be made in equal amounts from the teacher's bi-weekly paycheck.

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b. Notwithstanding the above, in the event that the City agrees in any collective bargaining agreement or stipulated interest arbitration award to a General Wage Increase for City employees in excess of one percent (1%) for Fiscal Year 16 then all members of Local 958, including those who have retired in Fiscal Year 16, shall be entitled to the same wage increases. The parties agree that this provision shall not apply to awards established by an interest arbitration panel and/or arbitration awards for City and School or to any agreement between the City of Providence and Providence Fire Fighters Local 799.

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e. In the event that there is a General Wage Increase afforded to City employees in Fiscal Year 2012, then all members of Local 958, including those who have retired in Fiscal Year 2012, shall be entitled to the same wage increases.

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**A-2 Professional Advancement Schedule**

		<u>Effective 2016-17</u>
Bachelor's Plus 30 Hours	\$2,455	<u>\$2,705</u>
Master's	\$2,855	<u>\$3,105</u>
Master's Plus 30 Hours	\$3,257	<u>\$3,507</u>
Doctorate	\$3,657	<u>\$3,907</u>

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**A-2.1 National Board Certification**

In addition to benefits payable in A-2, teachers who obtain National Board Certification shall receive a further stipend of \$2,500.00 each school year until the certification ends. Effective September 1, 2005 said stipend

shall increase by \$1,500.00 to \$4,000.00. Effective September 1, 2006 the stipend shall increase by \$1,500.00 to \$5,500.00.

<b>A-3 Longevity Schedule</b>		<b>Effective 2016-17</b>
15 years (10 of which have been in Providence)	\$ 700	<u>\$ 950</u>
20 years (15 of which have been in Providence)	1,672	<u>\$1,922</u>
25 years (20 of which have been in Providence)	1,787	<u>\$2,037</u>

~~A-3.1 There shall be no longevity pay for the 2011-12 work year. Effective the 2012-13 school year, eligible teachers shall receive longevity payments in accordance with Appendix A-3. Any teacher who was eligible for longevity payment during the 2011-12 work year shall receive fifty percent (50%) of said payment during the 2012-13 work year and the remaining fifty percent (50%) payment during the 2013-14 work year. These amounts shall be in addition to the teacher's applicable longevity payment for the 2012-13 and 2013-14 work years.~~

**APPENDIX B**

**B-1 Travel Allowance**

The Board agrees to pay the annually adjusted Internal Revenue Service standard mileage reimbursement rate to all teachers authorized to use their own cars. The amount of payment will be determined by odometer readings taken daily at the beginning and end of necessary school-related mileage. Payments will be made monthly on forms furnished by the Superintendent or his/her designee.

**B-2 Extra-Curricula Activities**

All persons holding positions identified in Appendix B-2 as of the date of ratification of this Agreement shall be afforded the one-time opportunity to either elect to continue to be compensated for participation in extra-curricular activities in accordance with the provisions of the B-2 schedule as in effect for the 2001-2002 school year or choose to be compensated in accordance with the new B-2 schedule in effect beginning with the 2003-2004 school year. Persons eligible to elect under this provision shall retain their elected compensation for as long as he/she remains in said position. However, effective with the first day of the 2003-2004 school year, all new appointees to positions identified in Appendix B-2 will be compensated for participation in extra-curricular activities in accordance with the provisions of the B-2 schedule in effect for the 2003-2004 school year.

Effective with the beginning of the 2003-2004 school year, the following Appendix B-2 provisions will be applicable.

**B-2.1 Middle Schools**

Activity	Compensatory Time	Annual Stipend
Literary Publications (Middle)	1 period per week per publication	\$100 per publication
Dramatics Coach (Middle)	None	*\$250 per production

\* Not to exceed three (3) productions per year provided each has prior approval of Superintendent in writing.

**B-3 Departmental Teacher Leaders**

All departmental teacher leaders shall receive one compensatory period per day devoted to departmental duties and one unassigned period per day in accordance with Article 8-4.2.

**B-3.1** If a Departmental Teacher Leader is not appointed in a department, no teacher will be required to perform the duties of the Departmental Teacher Leader. Departmental Teacher Leader positions may be eliminated only after notifying the Union. Upon receipt of such notification, the Union may request to meet with the Superintendent or the Board to discuss the proposed elimination of the Departmental Teacher Leader position prior to the final decision being made.

**B-4 Additional Days Worked**

Any teacher who works any additional days for the Providence School Department shall be paid at their daily rate.

**B-5 School Psychologists**

All certified school psychologists shall receive \$200 above base salary.

**B-6 Special Education Teachers**

All teachers of Special Education classes shall receive \$500 above base salary.

**B-7 ESL/Bilingual Teachers**

All teachers of ESL/Bilingual classes shall receive \$300 above base salary.

**B-8 Federal, Summer, Before and After School, Evening School and In-Service Programs**

Teachers shall be compensated at the rate of \$25.00 per hour in each of those non-instructional programs that require certified teaching personnel, regardless of the funding source.

Teachers shall be compensated at the rate of forty (\$40.00) per hour in each of those instructional programs that require certified teaching personnel, regardless of the funding source.

Teachers who participate in Providence School Department In-service, Staff Development, Professional Development or any other programs of this nature shall be compensated at the rate of forty (\$40.00) per hour for each hour said activity is in session.

**B-9 Athletic Directors, Coaches, All City Band Directors, School Treasurers, and Advisors**

All persons holding positions identified in Appendix B-9 as of the date of ratification of this Agreement shall be afforded the one-time opportunity to either elect to continue to be compensated for participation in said activities in accordance with the provisions of the B-9 schedule as in effect for the 2001-2002 school year or choose to be compensated in accordance with the new B-9 schedule in effect beginning with the 2003-2004 school year. Persons eligible to elect under this provision shall retain their elected compensation for as long as he/she remains in said position. However, effective with the first day of the 2003-2004 school year, all new appointees to positions identified in Appendix B-9 will be compensated for participation in the identified activities in accordance with the provisions of the B-9 schedule in effect for the 2003-2004 school year.

**Effective with the beginning of the 2003-2004 school year, the following Appendix B-9 provisions will be applicable.**

All of the positions listed in Appendix B-9 shall be compensated in accordance with the following percentages. These percentages shall apply to the salary on the salary schedule in Appendix A appropriate to an individual's years of paid coaching experience in each sport in any capacity or years of participation in the position listed below if not an athletic coaching position:

Academic Decathlon Coach	10%
Athletic Directors	15%
Drama Coaches	15%
Head Coach - Football	15%
All City Band Director	15%
All City Orchestra	15%
School Treasurer*	15%
Assistant Coach - Football	10%
Head Coach - all other sports	10%
All City Assistant Band Director	10%
All City Assistant Orchestra	10%
Speech and Debate Coach	10%
Assistant Coach - all other sports	8%
Coach of Tennis	8%
Coach of Cross-Country	8%
Coach of Golf	8%

Yearbook Advisor*	8%
Newspaper Advisor*	8%
Literary Magazine Advisor*	8%

\* Teachers presently holding the identified positions shall retain said positions without having to reapply.

An athletic director shall be credited for years of paid coaching experience when computing placement on the salary schedule if he/she resigns a coaching position in order to accept the position of Athletic Director.

In addition, athletic directors shall be provided with one (1) compensatory period per day.

**B-10 Pay for Help at Athletic Events**

Teachers officially designated by the home-team athletic director as helpers at athletic events shall be paid \$25.00 per hour to a maximum of \$50.00 per event.

**B-11 Teacher In-charge**

A teacher in charge shall be selected in elementary schools where only one building administrator is assigned.

Said selection shall be in accordance with Article 11-9. A teacher in charge shall receive an annual stipend of one thousand (\$1,000) dollars.

The Board shall indemnify and hold harmless each teacher in charge from any claims and demands made against a teacher while serving as teacher in charge.

**APPENDIX C  
COMPREHENSIVE MEDICAL COVERAGE**

C-1 The Board shall provide, the following health care benefits and riders herein outlined for all professional teaching personnel in the Providence School Department, hired prior to the start of the 2004-2005 school year, for individual and family plan coverage.

For the purposes of this section, all previously appointed teaching personnel (R, LTSP, LTS) with less than a 12 month break in service shall be considered hired prior to the 2004-2005 school year.

Recognizing the continued increasing costs of medical care, the parties agree to form a Healthcare Exploratory Committee to research potential cost-savings options to the comprehensive medical coverage as provided in Appendix C.

~~Any Recommendations made by the Healthcare Exploratory Committee shall be made to the Board and the Union membership for approval, no later than November 30, 2011. If approved, said recommendations shall be implemented effective September 1, 2012.~~

For the period September 1, 2014 through, August 31, 2015, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute ~~\$2,900.16~~ \$16,091.6 per year for family plan coverage or ~~\$1,086.08~~ \$867.00 per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute ~~\$796.52~~ \$736.40 per year for individual basic medical coverage. LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

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For the period September 1, 2015 through, August 31, 2016, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute ~~\$3,542.01~~ \$2558.87 per year for family plan coverage or ~~\$1,326.50~~ \$958.31 per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute ~~\$972.85~~ \$736.40 per year for individual basic medical coverage. LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

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For the period September 1, 2016 through, August 31, 2017, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute ~~\$4,020.67~~ \$2,900.06 per year for family plan coverage or ~~\$1,505.75~~ \$1,086.08 per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute ~~\$1,021.50~~ \$796.52 per year for individual basic medical coverage. LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

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These payments shall be deducted on a pro-rated basis from each pay check, starting with the first pay check of the 2014-2015 school year

Benefit	Coverage at Network Providers	Outside of PPO Network you pay:
Office Visits  <b>Note:</b> Chiropractic visits are limited to 12 per calendar year. Allergists and dermatologists have a \$15 co-payment. Medication visits for serious mental illness are included.	100% minus \$10 co-payment	\$10 plus 20%
Preventive Services  <b>Note:</b> Includes gynecological visits, pap smears, mammograms and routine physicals.	100% minus \$10 office visit co-payment	\$10 plus 20%
Pediatric Preventive Services  <b>Note:</b> Includes routine physicals, lab work and immunizations.	100% minus \$10 office visit co-payment	\$10 plus 20%
Prescription Drugs (Non-Maintenance)  <b>Note:</b> CVS, Brooks and several independent pharmacies in RI, MA and CT.	\$5 generic \$15 brand/\$600-cap per family (maintenance and non-maintenance)	
Prescription Drugs (Maintenance)  <b>Note:</b> 30 day supply of maintenance drug at any retail pharmacy. 90 day supply of maintenance by Mail or CVS retail.	Maintenance Choice - Option 2 - new mail copay - \$5/\$10 retail, \$10/\$20 mail	
Emergency Room Care  <b>Note:</b> Co-payment waived if admitted within 24 hours. Coverage for accidents and life-threatening emergencies only.	100% minus \$100 co-payment/ \$200 cap per individual and \$300 cap per family	\$25
Hospitalization  <b>Note:</b> Unlimited days at general hospitals, 45 specialty days per year	100%	20%*
Inpatient Medical & Surgical Care (Doctor Services)  <b>Note:</b> Unlimited days at general hospitals, 45 specialty days per year	100%	20%*

<p>Outpatient Medical &amp; Surgical Care (Facility &amp; Doctor Services)</p> <p><b>Note:</b> e.g. Ambulatory surgical centers and outpatient surgery</p>	100%	20%*
<p>Obstetrical Care</p> <p><b>Note:</b> Pre-natal, delivery and post-natal care</p>	100%	20%
<p>Lab Tests &amp; X-rays</p> <p><b>Note:</b> Some hospital outpatient labs and hospital outpatient X-ray services are not part of the Network and will be covered at 80%</p>	100%	20%
<p>Routine Eye Exam</p> <p><b>Note:</b> One exam annually</p>	100% minus \$10 co-payment	\$10 plus 20%
<p>Physical/Occupational Therapy</p> <p><b>Note:</b> Hospital-based therapist; following a hospital stay</p>	100%	20%
<p>Ambulance, Private Duty Nursing &amp; Durable Medical Equipment</p>	80%	20%
<p>Home Care &amp; Hospice Care</p> <p><b>Note:</b> In lieu of hospitalization. Includes doctor, nurse, and home health aide visits</p>	100%	20%
<p>Inpatient Mental Health Care</p> <p><b>Note:</b> Limited to 45 days per calendar year (up to 90 days per admission for serious mental illness) when arranged by Care Manager. No Gatekeeper</p>	100%*	50%*
<p>Outpatient Mental Health Care</p> <p><b>Note:</b> \$15 co-payment for individual therapy, \$10 co-payment or group therapy. 20 visits per year. \$1,000 annual maximum when arranged by Care Manager. No Gatekeeper</p>	100% minus co-payment*	\$15 (individual) \$10 (group) plus 50%*

Inpatient Substance Abuse Treatment  <b>Note:</b> Rehabilitation limited to 30 days per year, 90 days lifetime. Detoxification limited to 3 admissions of 21 days per year. Both when arranged by Care Manager. No Gatekeeper.	100%*	50%*
Outpatient Substance Abuse Treatment  <b>Note:</b> \$15 co-payment for individual therapy, \$10 co-payment for group therapy. Limited to 30 hours per year plus 20 hours for eligible dependents. When arranged by Care Manager. No Gatekeeper.	100% minus co-payment*	\$15 (individual) \$10 (group) plus 50%*
Dependent Coverage  <b>Note:</b> Covered at same level as subscriber, includes spouse and unmarried, dependent children through December 31 following 19 <sup>th</sup> birthday or 25 <sup>th</sup> birthday for full-time students.	Yes	
Pre-authorization	Obtained by network physician. Required for those services above identified with asterisk	Obtained by member. Required for those services above identified with asterisk.
Annual Deductible	None	\$100 per calendar year.
Acupuncture Rider	<u>Coverage is limited to a maximum of 12 visits, which includes one initial examination.</u>  <u>\$10 co-pay when seen by a participating Doctor of Acupuncture.</u> <u>Coverage upon member election.</u>	

C-1.1 Teachers enrolled in the medical coverage plan described in C-1 who wish to enroll in Blue Cross Classic may do so during the open enrollment period by paying through a payroll deduction the premium/working rate difference between the cost of C-1 and Blue Cross Classic including all appropriate and applicable co-share payments.

Teachers enrolled in the medical coverage plan described in C-1 may opt to enroll in the medical coverage plan described in C-2 and shall be responsible only for the costs associated with C-2.

C-2 The Board shall provide the following Plan 750 and riders outlined herein for all professional teaching personnel in the Providence School Department hired effective September 1, 2004 for individual and family plan coverage.

For the period September 1, 2014 through August 31, 2015, employees shall contribute ~~\$937.00~~ ~~\$2,318.88~~ per year for "Plan 750" family plan coverage, and ~~\$355.00~~ ~~\$883.35~~ per year for "Plan 750" individual coverage toward the cost of health care.

For the period September 1, 2012~~5~~ through August 31, 2013~~6~~, employees shall contribute ~~\$2046.07~~  
~~\$2,832.22~~ per year for "Plan 750" family plan coverage, and ~~\$779.43~~ ~~\$1,078.91~~ per year for "Plan 750" individual  
 coverage toward the cost of health care.

For the period September 1, 2013~~6~~ through August 31, 2014~~7~~, employees shall contribute ~~\$2,318.88~~  
~~\$3,214.95~~ per year for "Plan 750" family plan coverage, and ~~\$882.35~~ ~~\$1,224.71~~ per year for "Plan 750" individual  
 coverage toward the cost of health care.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first  
 paycheck of the ~~2011-12~~ ~~2014-15~~ school year.

Benefit	Coverage at Network Providers	Outside of Network you pay:
Office Visits  Note: Chiropractic visits are limited to 12 per calendar year. Allergists and dermatologists have a \$30 co-payment.	100% minus \$30 office visit co-payment	\$30 office visit co-payment plus 20% after annual deductible.
Preventive Services  Note: Includes routine physical exams, treatment of sickness or injury, voluntary family planning and immunizations.	100% minus \$30 office visit co-payment	\$30 office visit co-payment plus 20% after annual deductible.
Pediatric Preventive Services  Note: Includes routine physicals, lab work and immunizations.	100% minus \$30 office visit co-payment. Co-payment waived for children 0-15 months of age.	\$30 co-payment plus 20% after annual deductible.
Prescription Drugs (Non-Maintenance)  Note: *Notification to claims administrator necessary for certain prescription drug products.	\$5 generic \$15 brand on the Preferred Drug List \$30 not on the Preferred Drug List (maintenance and non-maintenance)	
Prescription Drugs (Maintenance)  Note: 30 day supply of maintenance drug at any retail pharmacy. 90 day supply of maintenance by Mail or CVS retail.	Maintenance Choice - Option 2 - new mail copay - \$5/\$10 retail. \$10/\$20 mail	
Emergency Room Care  Note: Co-payment waived if admitted. Coverage for true emergencies only.	*100% minus \$100 co-payment	Same as network.

Hospitalization  <b>Note:</b> Semi-private room.	*100% after annual deductible	*20% after annual deductible
Inpatient Medical & Surgical Care (Doctor Services)	100% after annual deductible	20% after annual deductible
Outpatient Medical & Surgical Care (Facility & Doctor Services)  <b>Note:</b> Hospital or alternate facility.	100% after annual deductible	20% after annual deductible
Obstetrical Care  <b>Note:</b> Pre-natal, delivery and post-natal care. *Claims administrator must be notified if inpatient stay exceeds time frames.	100%	20%
Lab Tests & X-rays  <b>Note:</b> Covered health services received on an outpatient basis at a hospital or alternate facility including: lab and radiology/x-ray, mammography testing.	100% after annual deductible	20% after annual deductible
Routine Eye Exam  <b>Note:</b> One exam annually. \$100 every other calendar year for every member towards purchase of glasses, frames or contact lenses.	100% minus \$30 co-payment	20% plus \$30 co-payment after annual deductible
Physical/Occupational Therapy/Speech Therapy/Pulmonary Rehab./Cardiac Rehabilitation  <b>Note:</b> 45 visits of cardiac rehabilitation therapy per calendar year.	100% after annual deductible if services with a hospital based therapist and within 30 days following a hospital stay, home care program or ambulatory surgical procedure.  (otherwise)  80% after annual deductible.	Same as network.
Ambulance, Private Duty Nursing & Durable Medical Equipment	80% after annual deductible.	Same as network.
Home Care & Hospice Care  <b>Note:</b> Includes skilled nursing, skilled teaching, skilled rehabilitation services when ordered by a physician and provided by or supervised by a registered nurse in your home.	*100% after annual deductible	*20% after annual deductible.

Inpatient Mental Health Care  <b>Note:</b> Limited to 30 visits per calendar year.	*100% after annual deductible	*20% after annual deductible
Outpatient Mental Health Care  <b>Note:</b> Limited to 30 visits per calendar year.	*\$15 per individual visit *\$15 per group visit	*20% plus \$15 per visit after annual deductible
Inpatient Substance Abuse Treatment  <b>Note:</b> Includes detoxification from abusive chemicals or substances that is limited to physical detoxification when necessary to protect your physical health and well-being. Limited to 30 visits per calendar year.	*100% after annual deductible	*20% after annual deductible
Outpatient Substance Abuse Treatment  <b>Note:</b> Limited to 30 hours per member per calendar year.	*\$15 per individual visit *\$15 per group visit	*20% plus \$15 per visit after annual deductible
Dependent Coverage  <b>Note:</b> Participant's legal spouse/domestic partner or an unmarried dependent child up to the age of 19 or 25 if a full-time student.	Same as participant	Same as participant
Pre-authorization	Obtained by member for those services above identified with asterisk. Benefit will be reduced to 50% if claims administrator is not notified.	Obtained by member for those services above identified with asterisk. Benefit will be reduced to 50% if claims administrator is not notified.
Annual Deductible	\$750.00 per covered person per calendar year, not to exceed \$1,500 for all covered persons in a family.	Same as network.
Acupuncture Rider	<u>Coverage is limited to a maximum of 12 visits, which includes one initial examination.</u>  <u>\$10 co-pay when seen by a participating Doctor of Acupuncture. Coverage upon member election.</u>	

C-2-1 Teachers enrolled in the medical coverage plan described in C-2 who wish to enroll in Blue Cross Classic or who wish to enroll in the medical coverage plan described in C-1 may do so during the open enrollment period by paying, through a payroll deduction, the premium/working rate difference between the cost of C-1 and the cost of the medical coverage plan selected including all appropriate and applicable co-share payments that were in effect during the 2010-11-2014 school year. These payments shall be deducted on a pro-rated basis from each paycheck, starting with the first paycheck of the 2014-2015 school year, and shall remain unchanged for the duration of this Agreement.

**C-3 Organ Transplant Rider**

The Individual and Family Plan Organ Transplant Rider shall be included in all health plans offered to the teaching personnel.

**C-4 Healthcare Buy-Back**

Upon presentation of proof of alternative health care coverage pursuant to a non-Providence School Department paid plan satisfactory to the Union, teachers eligible for comprehensive medical coverage under this Agreement may choose not to be covered under the Providence School Department's group health insurance policies.

Eligible teachers enrolled in a family plan making this choice shall receive \$1,500.00 for each full contract year (pro-rated if a teacher is hired after the first work day of the school year and before October 1<sup>st</sup>, the proration will be 11/12 of \$1,500.00 for an amount equal to \$1,380.00) in which they are not covered for family coverage and for those dropping individual coverage, the compensation shall be \$750.00 for each full contract year (pro-rated if the teacher is hired after the first work day of the school year and before October 1<sup>st</sup>, the proration will be 11/12 of \$750.00 for an amount equal to \$690.00) of non-coverage by a Providence School Department plan. The parties understand and agree that teachers whose spouses are employed by the Providence School Department or the City of Providence and those who have chosen not to be covered by Providence School Department policies shall not be eligible for this benefit. For each year in which the teachers opts out under this section, he/she shall receive no coverage pursuant to this Appendix, except that teachers may opt back into the Plan in the event of a major life event causing loss of alternative and equivalent coverage, such as death or loss of employment of a spouse. Proof of loss of said alternative coverage or equivalent coverage may be required by the Providence School Department before the teacher is re-enrolled. Payments to teachers under this provision shall be made at the end of each year, in arrears for the period of October to September with payment made in September. If a teacher has opted back into Providence School Department coverage during the course of a contract year, he/she shall not be entitled to any payment under this section for that year.

C-5 The medical coverage plan and riders herein outlined shall be continued during the remainder of the year (October 1 to September 30) for all teachers who have exhausted their sick leave allowances during this year.

C-6 A new teacher shall be provided with the medical coverage plan herein outlined effective as of the 1<sup>st</sup> of the month following the date he/she begins to teach in the Providence School Department.

C-6.1 Effective October 1, 2015, any member whose spouse has coverage available to them through their employer must enroll in single coverage to maintain eligibility with the City plan serving as a secondary payer. The City will reimburse the cost of the spouse's premium contribution to the member with proper documentation. Failure to enroll for available coverage constitutes loss of eligibility.

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C-7 Teachers who are transferred from one payroll to another shall be provided with and entitled to the medical coverage plan as outline herein.

C-8 Teachers who are employed on a three-fifths basis shall receive the benefits as outlined in Appendix C.

**C-9 Retirees Option to Purchase Comprehensive Medical Coverage**

C-9.1 The Board shall provide and fully pay the cost of the Individual plan for any teacher who is eligible to retire from the Rhode Island Employees Retirement System without incurring an actuarial deduction and who retires effective June 30, 1989, or after, and the cost for the Individual plan for his/her spouse up through their attainment of age sixty-five (65).

Should said retiree or spouse be eligible for medical coverage under Blue Cross or any other plan, then the Board will be obligated to furnish only excess coverage so that said retiree will have equivalent coverage as that offered by the Board. Should a retired teacher or spouse, subsequent to retirement lose said alternate coverage, then the Board will pick up full coverage under this section.

Further, the Board shall provide each of said retirees and their spouses with Plan 65 coverage upon their attainment of age 65 for the lifetime of each and the cost of this coverage shall be fully borne by the Board.

The family plan shall be provided to those retirees who have eligible unmarried dependent children to age 19 pursuant to Blue Cross, Blue Shield rules and/or eligible dependent student children in order to provide the student rider to age 26.

**C-9.2** The Board shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee and shall remain in effect up to age 65. Any teacher who wants to receive individual Blue Cross Classic coverage upon his/her retirement must pay to the School Department the difference in premium between City Blue individual coverage and Blue Cross Classic individual coverage. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life. The Board agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

**C-9.2.1** The Board shall provide, less the applicable retiree/employee co-share payment, health care coverage on an individual basis only, to employees who retire(d) on or after September 1, 2004. Said coverage shall be of the same plan in effect when the retiree was an active employee and shall remain in effect up to age 65. The retirees shall pay, on a monthly basis, a co-share of the premium payment equal to no less than the co-share amount paid by an active teacher with the same individual health plan. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life provided all appropriate and applicable co-share payments are made by the retiree on a monthly basis in accordance with the above language. The Board agrees to provide this coverage to the retirees' spouse upon death of the retiree.

**C-9.3** Except for those teachers who receive a job-related disability retirement, all teachers hired effective September 1, 1997 and thereafter must be employed by the Providence School Board as a teacher for no less than ten (10) years in order to receive medical care coverage for retirees as stipulated in Appendix C. Teachers subject to this paragraph must apply for benefits under the State of Rhode Island Retirement System no more than ninety (90) days after the completion of their teaching service for the Providence School System.

**C-9.4** Teachers who retire (or resign) at the end of the school year will be covered by Delta Dental and the regular Blue Cross plan through September 30.

**C-9.5** Medical coverage options in addition to Appendix C are available to retired Providence teachers.

The teacher retiree's option to purchase the additional medical coverage may be exercised annually during the district's open enrollment period, September 1 – 20 with coverage effective October 1. The option provides that medical coverage in addition to that provided by Appendix C may be purchased and paid for by the teacher retiree that will be equal to that enjoyed by the retiree when said retiree was an active teacher. The additional coverage includes:

- Vision Care
- Co-pay prescription coverage
- Organ Transplant

Additionally, teacher retirees may purchase Delta Dental during the district's open enrollment period.

Delta Dental may be purchased by the teacher retiree regardless of medical coverage.

All premiums for Delta Dental and the additional Blue Cross medical coverage shall be at the Providence School Department group premium rate and shall be paid by the Providence teacher retiree to the Providence School Department on a monthly basis on or before the twentieth (20<sup>th</sup>) day of the preceding month of coverage.

Teachers who give notice to retire on or after the end of the school year will be covered by Delta Dental and the regular Blue Cross plan through September 30, and the teacher retiree who opts to purchase Delta Dental and/or additional Blue Cross coverage shall begin paying the Providence School Department the cost of said coverage beginning September 20, said coverage becoming effective October 1.

**C-9.6** A Providence teacher who retires on or after June 30, 1989, who has attained the age of 65 and his/her spouse who had attained age 65 has the option of waiving Blue Cross Blue Shield Plan 65 and instead has the option to elect to have Blue Cross Blue Shield coverage with or without riders as provided in C-6.5 provided that the retiree

and/or his/her spouse pays the Providence School Department the difference between the cost of Blue Cross Blue Shield Plan 65 and the cost of the option elected which may or may not include riders.

In accordance with Federal Law, Medicare parts "A" or "A" and "B", whichever is applicable, will be the primary carrier and Blue Cross Blue Shield will be the secondary carrier.

C-9.7 The Board may offer medical coverage equivalent to that described in C-1 and/or C-2 and all riders provided in Appendix C-1 and C-2 only after said equivalent medical coverage has been accepted and ratified as an amendment to this Collective Bargaining Agreement by the Union membership.

The School Department, in conjunction with the City Administration, will prepare a request for proposal that will specify medical coverage equivalent to that provided by existing coverage.

Said plan will be implemented only with agreement by the Union.

If the parties are unable to agree that the medical coverage is equivalent to that provided by existing coverage, the issue will be submitted to final and binding arbitration according to the rules of the American Arbitration Association.

#### C-9.8 Teacher Retiree Option

The Board shall offer the option to a retiree to purchase the medical (including riders) and dental plans equal to the retirees coverage, if available, or if not available, the plan currently being offered to retirees) for the spouse/domestic partner of a retired teacher provided that the teacher retired on or subsequent to September 3, 1995 and provided that the retiree has met the requirements of C-9 and provided that all the premiums for said coverages shall be at the Providence School Department's group premium rate and shall be paid by the retiree or spouse/domestic partner to the Providence School Department on a monthly basis on or before the twentieth (20<sup>th</sup>) day of the preceding month of coverage.

Election of the teacher retiree option may only take place during the district's enrollment period between September 1-20, and will be effective October 1.

#### C-10 Domestic Partner

Any benefits specified within this Article for which a teacher's spouse and/or family members are entitled or eligible shall also apply to a teacher's same-sex or opposite-sex domestic partner. To add a domestic partner, a teacher must sign an affidavit included herewith declaring the following:

##### 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:
  - 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.
  - Neither of us is married to anyone else.
  - We are jointly-responsible for each other's common welfare and basic living expenses.
  - We are both at least 18 years old and are mentally competent to consent to contract.
  - We are by law adults and are not related by blood closer than would bar marriage in our state of legal residence.
  - Our domestic relationship is not illegal.
2. We agree to notify the Providence 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

canceled.

- I understand that under current tax regulations, the Providence 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 my partner or my 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 Dependency form.

- 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.
- We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility for benefits.
- We affirm 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 Providence School System 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 Providence School System.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Domestic Partner Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Employee Social Security Number

\_\_\_\_\_  
Domestic Partner Social Security Number

#### APPENDIX D

Following consultation with the Union, the Board shall determine the annual school calendar in accordance with Articles 8-5.1 and 8-5.2.

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#### APPENDIX E DELTA DENTAL COVERAGE

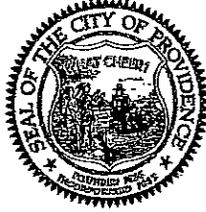
The Board shall provide, furnish, and entirely pay for the full premium on Levels 1, 2, 3 and 4 Individual and Family Delta Dental Plans with Student Rider to age 26 and Sealant Rider provided by Delta Dental of Rhode Island for all teachers in the Providence School Department.

# INDEX

	<u>Article/Appendix</u>	<u>Page</u>
Accumulated Sick Leave Balance .....	4-3	13
Additional Teaching Periods.....	8-4.6	22-23
Additional Days Worked.....	B-4	54
Alternative Programs and School Safety .....	8-32	39
Assault and/or Battery .....	6-2	19
Assault and/or Battery Cases .....	9-2	40
Athletic Directors, Coaches, All City Band Directors, School Treasurers, and Advisors.....	B-9	54-55
Bereavement Leave .....	5-3	16
Class Size Monitoring .....	8-1.5	21
Class Size (Special Education Teachers).....	8-1.3	21
Class Size (Art, Music, Library Teachers).....	8-1.4	21
Class Size (Student Stations).....	8-1.2	21
Class Size .....	8-1.1	21
Class Assignments.....	8-19	32
Classic Blue Health Care Plan .....	C-1.1	59
Closing of Schools.....	8-8	29
Coaching Positions .....	11-11	41
Coaching Positions (Retirees).....	11-10	41
Collective Bargaining .....	16-2	47
Communication Facilities .....	16-4.1	48
Comprehensive Medical Coverage (City Blue).....	C-1	56-59
Comprehensive Medical Coverage (United Health Care) .....	C-2	59
Consolidated Teachers .....	12-5.2	42
Court Service .....	5-10	18
Criterion-Based Hiring.....	12-1	42
Criterion-Based Hiring Committee .....	12-2	42
Curriculum and Textbook Selection.....	8-12	30
Data Processing.....	8-3.2	22
Definitions.....	2-1	9-11
(school, teacher, person, union representative, long-term substitute, part-time teacher, parties, long-term substitute in-pool, per-diem substitute, teaching periods, unassigned periods, administrative periods, homeroom classes, annual gross salary, daily rate of pay, school year, work year, half-day)		
Delta Dental .....	E	66
Departmental Teacher Leaders .....	B-3	53
Discipline Code.....	9-1	40
Domestic Partner Medical/Dental Coverages .....	C-10	65-66
Dress Code.....	8-24	33
Duration of Medical Coverage (Exhausted Sick Leave).....	C-5	63
Duration of Agreement.....	20	50
Emergency Sick Leave Bank .....	4-9	14-15
Employee Assistance Program .....	8-27	34
ESL/Bilingual Teachers .....	B-7	54
Exhaustion of Sick Leave.....	4-7	13
Expense of Printing and Distributing Agreement.....	7	20
Expiration of Medical Coverage .....	C-9.4	64
Extra-Curricular Activities.....	B-2/B-2.1	53
Fair Practices.....	16-1	47

	<u>Article/Appendix</u>	<u>Page</u>
Fair Discipline Policy .....	8-25	33-34
Federal, Summer, Before and After School, Evening School and In-Service Programs .....	B-8	54
Full-Pay Sick Leave .....	4-1	22
Furlough Days .....	A-1 (b)	52
Government Tests .....	5-9	18
Grievance Procedure - Closed Hearings .....	15-3.3	47
Grievance Procedure - Definition .....	15	46
Grievance Procedure - Phase II - Hearings .....	15-2	46
Grievance Procedure - General Matters .....	15-3	47
Grievance Procedure - Time Line for Filing .....	15-3.2	47
Grievance Procedure - Purpose .....	15	46
Grievance Procedure - Phase I - Mediation .....	15-1	46
Half-Pay Sick Leave .....	4-2	12
Half-Pay Leaves .....	5-2	16
Healthcare Exploratory Committee .....	C-1	56
Health and Safety Standards .....	8-13	30
Hiring of Teachers .....	8-6	24
Immunization Shots .....	8-20	32
Improper Utilization of Sick Leave .....	4-5	13
In-School Coverage .....	8-7.2	28-29
Individual Testing .....	8-15	31
Information to the Union .....	16-5.1	48
Information at the School Level .....	8-16	31
Interdepartmental Communications .....	8-9	29
Interruptions .....	8-11	30
Involuntary Transfer .....	12-5.1	42
Job Connected Injury .....	6-1	19
Job Connected Injury Expenses .....	6-3	20
Job Security .....	12	41
Job Sharing .....	8-29	35
Jurisdiction .....	1-2	9
Laid Off Teachers .....	12-7	43
Leave Request Transmittal .....	5-14	19
Leave for Union Service .....	5-7	17
Leave Without Pay .....	5-6	17
Length of the School Year and Day .....	8-5	23
Lesson Plans .....	8-23	33
Liability .....	8-21	32
Long-Term Substitute Teachers in-Pool .....	2/8-6.1	2/24-25
Long-Term Substitute Teachers .....	2/8-6.2	2/25-26
Longevity Schedule .....	A-3	53
Lunch Period .....	8-2	21-22
Management Clause .....	18	50
Medical Coverage Effective Date .....	C-6	63
Medical Coverage for Part-Time Teachers .....	C-8	63
Military Leave .....	5-8.1	17
National Board Certification .....	A-2.1	52
Organ Transplant Rider .....	C-3	62
Parental/Adoptive Leave .....	5-12	18
Part-Time Teachers .....	2/8-6.4	27
Part-Time Teachers (Suspension List) .....	12-4	42

	<u>Article/Appendix</u>	<u>Page</u>
Past Practice .....	19	50
Pay for Help at Athletic Events .....	B-10	55
Payroll Deductions .....	16-4.4/16-6	48-49
Personal Business Leave - Additional Days .....	5-1.5	15
Personal Business Leave .....	5-1.4	15
Physicians Certificate .....	4-1.1	12
Posted Positions (Appendix B-2.1, B-8 and B-9).....	11	41
Preamble.....		8
Preference Sheets .....	13-1/13-2	43-44
Pregnancy-Related Disabilities .....	4-6	13
Professional Advancement Schedule .....	A-2	53
Professional Leave.....	5-1.6	15
Professional Time Joint Committee .....	8-33	39
Program Guidelines .....	13-5	45
Quarantine.....	5-11	18
Recall Seniority List.....	12-6	43
Relief from Non-Teaching Tasks .....	8-3	22
Religious Observance Leave .....	5-1.2	15
Reserve/National Guard Military Service.....	5-8.2	17
Retiree Benefit Eligibility Effective September 1, 1997.....	C-9.3	64
Retiree Benefit Eligibility Effective June 30, 1989.....	C-9.1	63
Retiree Benefit Eligibility Effective September 3, 1995.....	C-9.2	63
Medical Coverage Options for Retired Teachers .....	C-9.5	64
RI Employees Retirement System.....	8-26	34
Rival Teacher Organizations.....	16-3.3/16-3.6	48
Sabbatical Leave .....	5-4	16-17
Salary and Rates of Pay.....	3	11
Savings Clause .....	17	49-50
Scholarship Standards .....	8-10	29
School Day Defined (Students) .....	8-5.3	24
School Psychologists .....	B-5	54
School Calendar .....	D	66
School Improvement Intervention Team.....	8-31	39
School Improvement Team.....	8-28	34-35
Service Credit for Leave With Pay .....	5-5	17
Sick Leave Bonus .....	4-8/4-8.1	13-14
Sick Leave Reserve .....	4-4	13
Special Education Teachers .....	B-6	54
Step Increases.....	A-1 (a)	52
Substitute Teacher Induction Program .....	8-6.3	26-27
Substitute Teachers.....	8-7	27-28
Supplies and Equipment.....	8-22	33
Suspension List .....	12-3	42
Tax Sheltered Annuity.....	16-7	49
Teacher Evaluation .....	8-14	30
Teacher Programs .....	13	43-45
Teacher Program Committee .....	13-3	44-45
Teacher Placement Following Leave .....	5-13	18
Teacher Meetings.....	14	45



## City of Providence, Rhode Island

JOHN J. IGLIOZZI  
COUNCILMAN - WARD SEVEN

April 10, 2015

Honorable Mayor Jorge Elorza  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

During my tenure on the city council, I have consistently advised mayoral administrations on methods to consider as potential solutions to address the city's financial challenges. More specifically, I have requested that changes to pension and healthcare benefits for prospective employees be incorporated into the collective bargaining agreements.

Since January 2011, the city has hired close to 350 employees, while the school department has hired approximately 400 during the same period. Had previous administrations taken a longer view of the city's financial condition and negotiated changes to pension and healthcare benefits in the contract prior to these employees being hired, the cumulative savings for the city would have been well into the millions of dollars.

Unfortunately, a long-term approach was not taken by previous administrations, changes to the benefit packages for prospective employees were not made, and the city's unfunded pension and healthcare liabilities have subsequently worsened.

Presently, the city finds itself at yet another crossroads of opportunity. Contracts for the Providence Teachers Union (PTU), Public Employees Local Union 1033, and the Providence Clerical Employees (Local 1339) have or will soon expire. Therefore, I am writing to respectfully request that your administration not miss this opportunity as others have and take a long-term view as you negotiate these new contracts, so the city's financial future will be secured.

Sincerely,

John J. Igliazzi  
Chairman Finance Committee

Cc: City Council Members

JOHN J. IGLIOZZI, ESQ.  
COUNCIL/CONCEJAL - WARD 7  
PROVIDENCE CITY HALL  
25 DORRANCE STREET  
PROVIDENCE, RI 02903  
Office: 521-7477

19 LEGION MEMORIAL DRIVE  
PROVIDENCE, RI 02909  
RES.: 401-943-2468



## City of Providence, Rhode Island

June 25, 2015

Honorable Mayor Jorge Elorza  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

In early April, I wrote to you to express my hope that your administration take a long-term view and approach as the new collective bargaining unit agreements are negotiated. Based upon my initial review of the Tentative Agreement with the Providence Teachers Union for the period September 1, 2014 thru August 31, 2017, it appears that structural, long-term changes have not been made to the compensation/benefits provided to future PTU members.

Therefore, I am writing again to request that all new contracts include provisions that adjust the benefit packages for all future hires so we can begin to stabilize the city's long-term financial condition.

In addition, I am requesting that wage re-openers, such as those contained in the current Local 799 and Providence Lodge 3 FOP contracts, not be included in any future contracts.

The City Council, in September 2011, approved the current Local 799 contract with a wage re-opener because it seemed a reasonable approach to match future wage increases with the City's financial capacity at the time. The actual result of including the wage re-opener clause was that in April 2013 the previous administration—without communication to the City Council—approved three years of across-the-board wage increases totaling 10% (non-compounded).

As you have stated, the City still faces serious financial challenges. Thus, it is imperative that all future contracts be designed to address not only the City's short-term challenges, but its long-term structural costs and condition.

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Igliazzi".

John J. Igliazzi  
Chairman, Committee on Finance

cc: City Council Members

### COMMITTEES

Finance  
Chairman

Rules Committee

Special Committee on State  
Legislative Affairs

### BOARDS & COMMISSIONS

Providence Housing Authority

Board of Park Commissioners

Board of Contract and Supply

Board of Investment Commissioners

Retirement Board of the Employees'  
Retirement System

JOHN J. IGLIOZZI, ESQ.  
COUNCIL/CONCEJAL - WARD 7

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## City of Providence, Rhode Island

July 21, 2015

Honorable Mayor Jorge Elorza  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

The City Council's financial team and I have reviewed the Tentative Agreement (TA) between the city and the Providence Teachers Union for the period September 1, 2014 through August 31, 2017. There are several concerns that need to be addressed prior to the TA moving forward. The major concerns are addressed below:

1. The TA does not include a definition section that clearly states the meaning of important terms contained in the Agreement. This leads to ambiguity should the city find itself in arbitration due to contract disputes.
2. The city's unfunded liability for Other Post-Employment Benefits (OPEB), which includes costs associated with retired teachers' medical benefits, is more than \$1 billion. In April and June, letters were sent to you requesting that your administration take a long-term approach to costs as it negotiates the various collective bargaining agreements with the unions representing city employees. More specifically, this TA does not include any structural changes to medical benefits that new hires will receive while active and in retirement which would generate future savings for the city. This TA fails to address the massive OPEB problem that the city is facing now and in the future.
3. Section 8-14.7 of the TA formally establishes "Peer Assistance and Review" (PAR) Program, which will be monitored by a PAR Panel. According to this section of the TA, the PAR Panel, which is comprised of three (3) members appointed by the superintendent and four members appointed by the president of the PTU, is "responsible for making final decisions regarding the positive or negative release of Participating Teachers at the end of the cycle".

### COMMITTEES

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The formal establishment of the PAR Program in the TA, results in the School Administration relinquishing its management rights when it comes to the management of its largest asset: its personnel.

4. Appendix A-1.2 (Parity Clause) of the TA states the following: "*... In the event that the City agrees in any collective bargaining agreement or stipulated interest arbitration award to a General Wage Increase for City employees in excess of one percent (1%) for Fiscal Year 2016 then all members of Local 958, including those who have retired in Fiscal Year 2016, shall be entitled to the same wage increases. The parties agree that this provision shall not apply to awards established by an interest arbitration panel and/or arbitration awards for City and School as a result of a contested arbitration hearing*".

There are many concerns with regards to this Parity Clause. The language in this Parity Clause is ambiguous and does not contain any conditions or qualifiers for FY2016 increases for other city unions.

As you are aware, in April 2013 Mayor Taveras signed a Memorandum of Agreement (MOA) which provided members of Providence Fire Fighters Local 799 with a three-percent (3.0%) across-the-board salary increase effective July 1, 2015 (FY2016). This MOA and salary increase was granted under a wage reopener clause contained in Local 799's current contract. The TA is silent as to whether or not the 3.0% salary increase awarded to Local 799 for FY2016 per the MOA will trigger the Parity Clause. This 3.0% increase has the potential to activate the Parity Clause, which would result in additional cost to the city of approximately \$4.0 million.

In addition, should the city reduce the number of fire platoons in exchange for a 5.0% salary increase in FY2016, it is highly likely that the Parity Clause would be activated. The 5.0% increase would result in an additional \$10 million of costs to the city.

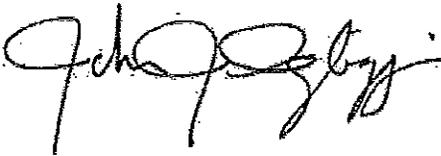
Mayor Jorge Elorza  
July 21, 2015  
Page 3

As presented, there is too much ambiguity as well as potential financial liability to the city with this Parity Clause. Therefore, it is suggested that one of the following actions be taken to protect the city from the unintended consequence of a potential \$14 million of additional salary costs.

- i. Sign an Addendum with the PTU to remove the Parity Clause
- ii. Sign an Addendum with the PTU that clearly states that the 3.0% MOA wage-reopener increase for the firefighters and any salary increase associated with fire platoon change will not result in the Parity Clause being activated.

Thank you for your attention to this matter. If you have any questions or would like to discuss these concerns, please contact the Internal Auditor, Special Assistant to the City Council or myself.

Sincerely,



John J. Igliazzi  
Chairman, Committee on Finance

Cc: Council President  
City Council Members  
Mr. Matthew M. Clarkin, Jr., Internal Auditor  
Mr. James Lombardi, City Treasurer/Special Assistant to City Council  
Yvonne Graf, Chief of Staff – City Council  
Mr. Tony Simon, Chief of Staff - Mayor  
Mr. Brett Smiley, Chief Operating Officer  
Providence School Members  
Mr. Christopher Ndeki Maher, Interim School Superintendent

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## City of Providence, Rhode Island

June 25, 2015

Honorable Mayor Jorge Elorza  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

In early April, I wrote to you to express my hope that your administration take a long-term view and approach as the new collective bargaining unit agreements are negotiated. Based upon my initial review of the Tentative Agreement with the Providence Teachers Union for the period September 1, 2014 thru August 31, 2017, it appears that structural, long-term changes have not been made to the compensation/benefits provided to future PTU members.

Therefore, I am writing again to request that all new contracts include provisions that adjust the benefit packages for all future hires so we can begin to stabilize the city's long-term financial condition.

In addition, I am requesting that wage re-openers, such as those contained in the current Local 799 and Providence Lodge 3 FOP contracts, not be included in any future contracts.

The City Council, in September 2011, approved the current Local 799 contract with a wage re-opener because it seemed a reasonable approach to match future wage increases with the City's financial capacity at the time. The actual result of including the wage re-opener clause was that in April 2013 the previous administration—without communication to the City Council—approved three years of across-the-board wage increases totaling 10% (non-compounded).

As you have stated, the City still faces serious financial challenges. Thus, it is imperative that all future contracts be designed to address not only the City's short-term challenges, but its long-term structural costs and condition.

Sincerely,

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John J. Igliazzi  
Chairman, Committee on Finance

cc: City Council Members

### COMMITTEES

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Board of Investment Commissioners

Retirement Board of the Employees'  
Retirement System



## City of Providence, Rhode Island

JOHN J. IGLIOZZI  
COUNCILMAN - WARD SEVEN

April 10, 2015

Honorable Mayor Jorge Elorza  
City of Providence  
25 Dorrance Street  
Providence, RI 02903

Dear Mayor Elorza:

During my tenure on the city council, I have consistently advised mayoral administrations on methods to consider as potential solutions to address the city's financial challenges. More specifically, I have requested that changes to pension and healthcare benefits for prospective employees be incorporated into the collective bargaining agreements.

Since January 2011, the city has hired close to 350 employees, while the school department has hired approximately 400 during the same period. Had previous administrations taken a longer view of the city's financial condition and negotiated changes to pension and healthcare benefits in the contract prior to these employees being hired, the cumulative savings for the city would have been well into the millions of dollars.

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Sincerely,

A handwritten signature in black ink, appearing to read "John J. Igliazzi".

John J. Igliazzi  
Chairman Finance Committee

Cc: City Council Members

COUNCILMAN  
SAMUEL D. ZURIER  
55 DORRANCE STREET, SUITE 400  
PROVIDENCE, RI 02903  
Email: sdz@om-rilaw.com  
Office: (401) 861-2900 ext. 105



COMMITTEES

Claims and Pending Suits  
Chairman

Special Committee on Education  
Vice-Chairman

November 3, 2015

## City of Providence, Rhode Island

Honorable John J. Igliazzi  
Chair, Finance Committee  
Providence City Council

Re: Providence Teachers Union Contract

Dear Chairman Igliazzi:

Having reviewed the addendum to the tentative agreement concerning seniority, I have a question as to whether it conforms with the State's Basic Education Plan ("BEP"). In a "Dear Colleagues" letter to superintendents dated January 31, 2013 (copy attached as Exhibit A), then-Commissioner Deborah Gist stated that the BEP incorporates a "human capital management system that encompasses screening methods for determining candidate knowledge and skills that match the need of students." (Exhibit A, p.2) Of particular relevance to the tentative agreement before us, the letter, at page 4, states the following:

As a result, job fairs that award teacher assignments based solely on seniority, in contravention of BEP requirements, as well as the practice of "bumping" less senior teachers as a result of layoffs not governed by RIGL §16-13-6, shall be considered to be categorical violations of those BEP mandates that relate to the human capital management system.

RIGL §16-13-6 requires seniority-based layoffs in those instances of "a substantial decrease of pupil population within its school system." The contract language is not limited in this way, and therefore appears to contravene the Commissioner's letter. The Rhode Island Department of Education ("RIDE") is currently involved in litigation in Superior Court with the Warwick School Department seeking to enforce the portion of the Commissioner's letter relating to job fairs; therefore, I believe the Commissioner's letter is still a valid statement of RIDE policy. I also have learned that RIDE just became aware of the Providence contract language this week, and they are studying it.

With that in mind, I recommend that the School Department contact RIDE, review this portion of the contract with them, and obtain clarification regarding compliance with the BEP prior to final approval by the City Council. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sam D. Zurier".

# EXHIBIT A



State of Rhode Island and Providence Plantations  
DEPARTMENT OF EDUCATION  
Shepard Building  
255 Westminster Street  
Providence, Rhode Island 02903-3400

Deborah A. Gist  
Commissioner

January 31, 2013

**Re: Basic Education Program Regulations – Human Capital Systems**

Dear Colleagues:

We are entering a very significant time of year for local education agencies as you make decisions regarding retention, hiring and placement of instructional staff. Because the effectiveness of classroom teaching remains the single most important school-based factor in improving student achievement, making these decisions is absolutely critical to our commitment to ensuring continuous improvement in learning and teaching. I am therefore convinced that the retention, hiring, and placement of instructional staff are core matters of educational policy that may not be closely regulated through the collective bargaining process. North Providence School Committee v. The North Providence Federation of Teachers, Local 920, American Federation of Teachers, 945 A.2d 339 (R.I., 2007); Bethlehem TP, BD of Ed. V. Bethlehem TP, ED, 489 A.2d 1254 (N.J., 1982).

Although I addressed the core aspects of the Basic Education Program regulations (BEP) as they relate to human capital decisions in the past (October 20, 2009 Memorandum and November 7, 2011 Legal Advisory Opinion to Lincoln School Committee), recent questions from the field show that there is some confusion about the implementation of BEP requirements in the area of human capital management.

As my previous memorandum and advisory opinion on the issue note, the BEP clearly states the significance of centering student learning within the scheme of an effective human capital management system. Each LEA must take affirmative steps to ensure that learning is at all times the focus of every individual whom the agency employs. To that end, the BEP requires an effective human capital management system, specifically stating that "each LEA shall maintain control of its ability to recruit, hire, manage, evaluate, and assign its personnel."<sup>1</sup> Full implementation of the BEP requires that student learning be the primary reference point for decision making, responsive policy development, resource allocation, and personnel assignment and evaluation. BEP G-12-4.1. To underscore this point, the BEP expounds on student learning by defining it as "the primary reference point for decision-making, responsive policy development, resource allocation, and personnel assignment and evaluation." BEP G-12-4.1.

The requirement that LEAs "develop, implement, and monitor a human capital management system that is connected to its educational improvement strategy,"<sup>2</sup> coupled with the requirement

<sup>1</sup> BEP, G-15-2.2(a), Board of Regents Regulations.

<sup>2</sup> Insert citation to BEP

that LEAs "establish a set of policies and an array of strategies to recruit, hire, and retain highly effective district and school personnel"<sup>3</sup> means that LEAs must establish their own policies and procedures for recruitment, hiring and retention of school staff. Moreover, the fact that the BEP delineates the required policies and procedures in comprehensive terms means that the governing body of the LEA must develop and implement such policies and procedures for the human capital management system, independent of the collective bargaining process. There will remain working conditions and terms of professional employment, however, that will be subject to collective bargaining within the legal parameters of the BEP, as they are more clearly delineated in local policies and procedures that comport with the BEP.

The human capital policies and strategies that the BEP requires must align to LEA needs, focus on screening methods for determining candidate knowledge and skills to match the needs of the LEA, promote early identification of openings, use research-based protocols and incentives to address LEA-related factors affecting retention and its impact on mobility trends, and address staffing low-achieving schools with highly effective and experienced staff.<sup>4</sup> Staffing decisions for instructional staff must be made pursuant to a district's policies and procedures relating to effective staffing, and those decisions must be measured to guarantee a high-quality education<sup>5</sup> and improve achievement for all students.<sup>6</sup>

To summarize, the BEP requires that every LEA do four things in the realm of human capital management:

1. The LEA must have a human capital system that encompasses screening methods for determining candidate knowledge and skills that match the needs of students.
2. This human capital system must be created by policies and procedures adopted by the governing body of the LEA – typically the school committee. Once those legally adherent policies and procedures are adopted, there will most likely remain concomitant items that can be negotiated through collective bargaining.
3. The aforementioned policies and procedures must clearly provide that student learning is the primary reference point for decision making regarding personnel assignment and evaluation.
4. To the greatest extent possible, evidence of candidate knowledge and skill must be based on measureable, clearly defined attributes.

<sup>3</sup> BEP, Insert citation

<sup>4</sup> BEP G-15-2.2(1).

<sup>5</sup> G-12-1 provides in pertinent part:

The BEP, along with other applicable regulations and standards promulgated and adopted by the Board of Regents, is designed to ensure that high-quality education is available to all public school students, regardless of where they reside or which school they attend. The standards set forth in this title are designed to be measurable in order to determine compliance with the law and, more generally, to determine whether equality of educational opportunity is being provided at the local level. (Emphasis added)

<sup>6</sup> G-12-2.2 provides in pertinent part:

To accomplish the delivery of a sound, high-quality education to every student, the school, LEA, and state must ensure that policies, programs, and systems are connected and directed toward the common purpose of improving achievement for all students.

Telephone (401)222-4600 Fax (401)222-6178 TTY (800)745-5555 Voice (800)745-6575 Website: [www.ride.ri.gov](http://www.ride.ri.gov)

The Board of Regents does not discriminate on the basis of age, sex, sexual orientation, gender identity/expression, race, color, religion, national origin, or disability.

Taken together, the four BEP requirements listed above mean that teacher assignment can no longer be based solely on seniority. The term "seniority" refers to years of service within a particular LEA. Seniority should be distinguished from measures of "experience," which can be more relevant to staffing decisions if they incorporate relevant experience in the same area of certification, grade span, and/or content area. Neither "seniority" nor "experience," however, captures relevant past performance levels unless such past performance is made explicit in the relevant guiding document.

Although seniority may correlate to a teacher's degree of "experience," it must be considered as secondary to other performance criteria aligned with the needs of the LEA and its students. There exists no rational link between seniority per se and educational achievement. To make staffing decisions on the mere length of time that a teacher has been in the system does not afford a reliable performance metric, and may in fact contribute to an arbitrary process resulting in forced or inappropriate placement. Therefore, as an evaluation factor, seniority can be only a component of an overall system for gauging the relative merit of competing, qualified candidates. Although it is clear that the BEP does not require recognition of seniority, the BEP also does not dictate a precise degree to which seniority may be taken into account -- although it is clear that the interests of students must be the *primary* factor in all staffing decisions regarding education service providers.

Under Rhode Island law, properly promulgated agency regulations have the full force and effect of statutes.<sup>7</sup> The BEP became effective on July 1, 2010. For constitutional reasons derived from the application of the Contracts Clause, the BEP did not become fully effective upon passage in those instances in which it dictates directly conflicted with lawfully bargained for language in existing collective bargaining agreements between teachers' unions and their employer LEAs. The BEP, however, did become the law in Rhode Island on July 1, 2010. Any collective bargaining agreement that has expired, been extended, re-opened, or been ratified after that date must reflect the legal requirements of the BEP regulations.<sup>8</sup>

"Contract language that is required by applicable statutes or regulations is automatically incorporated in a contract regardless of whether the parties are aware of such a requirement or even if the written contract specifically provides otherwise." Women's Development Corporation v. City of Central Falls, 764 A.2d 151, 159, n.7 (R.I. 2001).<sup>9</sup> The Rhode Island Supreme Court has long found it to be "a fundamental rule that contracts are made subject to any law prescribing their effect or conditions to be observed in their performance." Sterling Engineering & Construction Co., Inc. v. Town of Burrillville Housing Authority, 279 A.2d 445, 108 R.I. 723, 726 (R.I. 1971). In other words, the existent law is as much a part of the contract as if the law itself had been actually written

<sup>7</sup> "Regulations that are duly promulgated by an administrative agency ..., pursuant to a specific grant of legal authority to do so, are legislative rules that carry the force and effect of law and thus enjoy a presumption of validity." In re Advisory Opinion to the Governor, 732 A.2d 55, 75 (R.I. 1999).

<sup>8</sup> Expired collective bargaining agreements are of no further force or effect. Providence Teachers Union v. Providence School Board, 689 A.2d 386 (R.I. 1997).

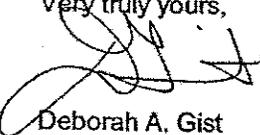
<sup>9</sup> The same is true under federal law. See, e.g., United States v. Bills, 822 F.2d 373, 377 (3d Cir. 1987) "Where valid regulations apply and require inclusion of a specific clause in public contracts, it will be incorporated even if omitted from the writing or not approved by the parties."

in the contract. Of course, the legal requirement will trump any contractual language to the contrary, making the contract provision unenforceable and non-arbitrable. See, e.g., State Department of Mental Health, Retardation, and Hospitals v. Rhode Island Council 94, AFL-CIO, 692 A.2d 318, 322 (R.I. 1997).<sup>10</sup>

To summarize, every Rhode Island LEA that has had a collective bargaining agreement with its teachers expire upon or after July 1, 2010, or that has ratified a modification or re-negotiation of such a collective bargaining agreement after July 1, 2010, now has a collective bargaining agreement that has the aforementioned requirements of the BEP effectively written into the agreement. As a result, job fairs that award teacher assignments based solely on seniority, in contravention of BEP requirements, as well as the practice of "bumping" less senior teachers as a result of layoffs not governed by RIGL § 16-13-6, shall be considered to be categorical violations of those BEP mandates that relate to the human capital management system. Individuals engaging in or countenancing such infractions in derogation of the BEP shall face sanctions by this Department, up to and including loss of certification. LEAs engaging in or countenancing such infractions in derogation of the BEP shall be subject to administrative orders enforceable in Superior Court and the potential loss or diversion of State aid.

My October 20, 2009, letter stated clearly that I was committed to giving all LEAs time to understand the then forthcoming requirements of the BEP and to make the necessary adjustments. If you are in a leadership position in a school district, charter school, or state-operated school and have not made the changes necessary to meet the BEP requirements set forth in this memorandum, you are now on notice that I will henceforth consider your actions to be purposeful and willful violations of state law. Our students deserve nothing less than what the BEP considers to be "essential to the mission of education" – to ensure that our students are served by the most effective educators we can attract to the classroom.

Very truly yours,



Deborah A. Gist  
Commissioner of Education

DAG/crb

<sup>10</sup> Cf. Pawtucket School Committee v. Pawtucket Teachers' Alliance, 652 A.2d 970, 972 (R.I. 1995) ("[w]e have stated clearly that while the school committee can negotiate many items with the professional and nonprofessional employees of the system, it cannot bargain away statutory powers and responsibilities[.] \* \* \* requirements of state law \* \* \* cannot be submitted to arbitration"); Rhode Island Laborers' District Council v. State, 592 A.2d 144, 146 (R.I. 1991) ("there are limits to the extent that a statutory power and responsibility may be bargained away in a labor contract"); see also Belanger v. Matteson, 115 R.I. 332, 359, 346 A.2d 124, 140 (1975) (Paolino, J., concurring in part and dissenting in part) (discussing School Teachers' Arbitration Act; stating further that "some disputes, being formally designated as matters of management \* \* \* do not properly fall within the ambit" of arbitrability). See also State v. Rhode Island Alliance of Social Service Employees, Local 580, SEIU, 747 A.2d 465, 469 (R.I. 2000).