

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 466

Approved September 28, 2011

Resolution Together with the accompanying copy of 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, 2011 through August 31, 2014.

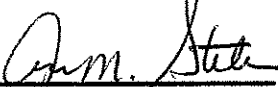
IN CITY COUNCIL

SEP 27 2011

READ AND PASSED



PRES.



CLERK

I HEREBY APPROVE.



Mayor

Date: 9/28/11



Mayor of Providence

Angel Taveras

August 10, 2011

HAND-DELIVERED

Hon. Michael A. Solomon
President
Providence City Council
Providence City Hall
Providence, RI 02903

RE: PTU Agreement

Dear President Solomon,

Please find enclosed with this correspondence the tentative 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, 2011 through August 31, 2014.

I hereby submit the enclosed agreement to the Providence City Council for ratification.

Sincerely,

A handwritten signature in cursive script that reads "Angel Taveras".

Angel Taveras
Mayor

Enclosure

City of Providence, Rhode Island 02903-1789
Phone (401) 421-7740 Fax (401) 274-8240

September 1, 2011 - August 31, 2014

TENTATIVE
AGREEMENT

Between the
Providence Teachers Union,
AFT Local 958

and the
City of Providence

August 2, 2011

AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this _____ 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, 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, 2007 to August 31, 2010 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, 2011 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:

1. Article 2, Definitions

~~A per diem substitute teacher whose name appears on the 1994/1995 Recall Seniority List or any previous Recall Seniority List and who becomes a "long-term substitute" during the school year will be paid the standard step on the salary schedule retroactive to the first day of service as a per diem substitute during the school year as dictated by the number of years of regular service completed prior to that time.~~

~~"System-wide Area of Certification Seniority" (SWACS) as used in this Agreement means the number of years of service, or parts thereof, in a position requiring a certificate. The number of years of service, or parts thereof, shall include teaching periods, unassigned periods, administrative periods, compensatory periods and travel time during the school day. Where a teacher has service in more than one area of certification; that is, two or more areas requiring different certificates, fractional system-wide area of certification seniority shall accrue to the teacher. A teacher's non-teaching service time during the school day; that is, administrative periods, compensatory periods, unassigned periods and travel time during the school day shall accrue to the certificate area required of the teacher to fulfill the majority portion of his/her assignment. Where a teacher has no majority assignment, the teacher shall choose, at the time the program begins, to which certificate area among those required to fulfill those assignments, shall the non-teaching service portion of the program accrue system-wide area certification seniority.~~

~~Teachers shall accrue system-wide area certification seniority for all paid and non-paid leaves except for leaves without pay as provided for in 5-6.1 and 5-12. Teachers on all other leaves shall accrue system-wide area of certification seniority.~~

~~Where the number of years of teaching service in the areas of certification is equal, the date of employment shall be the determining factor. Where the number of years of teaching service in the areas of certification is equal and the dates of employment are the same, qualification, experience and credentials will be the determining factor in the evaluative judgment to be made by the Superintendent. 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.~~

~~Wherever Middle School is used in this Agreement, it is to include Junior High School.~~

"Daily rate of pay" is a teacher's annual gross salary divided by the number of teacher work days.

"Half Day" as used in this Agreement is defined as follows:

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.

~~Elementary schools with the teacher work day defined as 9:00 a.m. — 3:00 3:20 p.m. the half day will be from 9:00 a.m. — 12 noon 12:10 p.m. or from 12 noon 12:10 p.m. — 3:00 3:20 p.m.~~

~~Elementary schools with the teacher work day defined as 8:00 a.m. — 2:00 2:20 p.m. the half day will be from 8:00 a.m. — 11:00 11:10 a.m. or from 11:00 11:10 a.m. — 2:00 2:20 p.m.~~

~~Elementary schools with the teacher work day defined as 8:30 a.m. — 2:30 2:45 p.m. the half day will be from 8:30 a.m. — 11:15 11:37 a.m. or from 11:15 11:37 a.m. — 2:30 2:45 p.m.~~

~~Middle schools with the teacher work day defined as 8:00 7:30 a.m. — 2:30 2:20 p.m. the half day will be from 8:00 7:30 a.m. — 11:15 10:55 a.m. or from 11:15 10:55 a.m. — 2:30 2:20 p.m.~~

~~High schools with the teacher work day defined as 8:15 a.m. — 2:45 3:00 p.m. the half day will be from 8:15 a.m. — 11:30 11:37 a.m. or 11:30 11:37 a.m. — 2:45 3:00 p.m.~~

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.

~~Elementary schools with the teacher work day defined as 9:00 a.m. — 3:25 p.m. the half day will be from 9:00 a.m. — 12:12 p.m. or from 12:12 p.m. — 3:25 p.m.~~

~~Elementary schools with the teacher work day defined as 8:00 a.m. — 2:25 p.m. the half day will be from 8:00 a.m. — 11:12 a.m. or from 11:12 a.m. — 2:20 p.m.~~

~~Middle schools with the teacher work day defined as 7:30 a.m. — 2:25 p.m. the half day will be from 7:30 a.m. — 10:57 a.m. or from 10:57 a.m. — 2:25 p.m.~~

~~High schools with the teacher work day defined as 8:15 a.m. — 3:05 p.m. the half day will be from 8:15 a.m. — 11:39 a.m. or 11:39 a.m. — 3:05 p.m.~~

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.

~~Elementary schools with the teacher work day defined as 9:00 a.m. 3:30 p.m. the half day will be from 9:00 a.m. 12:14 p.m. or from 12:14 p.m. 3:30 p.m.~~

~~Elementary schools with the teacher work day defined as 8:00 a.m. 2:30 p.m. the half day will be from 8:00 a.m. 11:14 a.m. or from 11:14 a.m. 2:30 p.m.~~

~~Middle schools with the teacher work day defined as 7:30 a.m. 2:30 p.m. the half day will be from 7:30 a.m. 10:59 a.m. or from 10:59 a.m. 2:30 p.m.~~

~~High schools with the teacher work day defined as 8:15 a.m. 3:10 p.m. the half day will be from 8:15 a.m. 11:41 a.m. or 11:41 a.m. 3:10 p.m.~~

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.

2. Article 3-3, Salary and Rates of Pay

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. ~~and continue for a total of twenty-six bi-weekly pay periods.~~ 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.

3. **Article 4-1, 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 ~~twenty (20)~~ 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 ~~ten (10)~~ 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 ~~thirty (30)~~ 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.

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.

4-4, Sick Leave Reserve

Teachers on sick leave shall have charged against their accumulated sick leave reserve only those days of absence that occur while work is in session. ~~Information on a teacher's accumulated sick leave shall be furnished to each school at the beginning of the work year and shall be made available to each teacher upon his/her request.~~

4-8 Any teacher who utilizes no more than ~~five (5)~~ 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 five (5) days pay 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. 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>% of Payment</u>	<u>Date of Retirement Notice</u>	<u>No. of Sick Days Utilized During Last Year of Service</u>
50% of unused sick leave	January 31 st	10
25% of unused sick leave	After January 31 st but prior to last day of school	20

4. Article 5-1.4, Personal Business

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. Article 5-3, Bereavement Leave

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 telephone e-mail when a teacher or school administrator commences bereavement leave or upon the death of a teacher or administrator.

6. Article 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.

~~FURTHER, the number of teachers on sabbatical leave in any one (1) school year shall be up to one (1) percent of the members of the bargaining unit, unless there is less than this percentage of applicants for such leave. The Superintendent shall have the power to approve or disapprove the sabbatical recipients under this section.~~

7. Article 8-1.2, Working Conditions

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

8. Article 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 13-1.3 ~~4~~ provided that:

1. No later than ~~March 1~~ April 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 by ~~March 15~~ April 15 of each year whether they wish to teach during their

unassigned period during the subsequent school year; and

2. On a rotating basis beginning with the most senior teacher in the ~~system-wide area of certification seniority 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 teacher teaching during his/her unassigned period shall receive more than one (1) year of system-wide area of certification seniority (SWACS) in any school year pursuant to Article 2; and~~
- 6.5. No part-time teacher is available.
- 7.6. The Union is notified of each 6th period assignment prior to the start of each assignment.

9. **Article 8-5.1 and 8-5.2 Length of School Year and Day**

~~8-5.1 The 2004/2005 school year shall be 182 days.~~

~~The 2004/2005 teacher work year shall be 186 days. There shall be one (1) day of teacher orientation which shall be the day preceding the opening of school. There shall be three (3) days to be used for staff development.~~

~~Effective the 2004/2005 school year, teachers shall be paid at a daily rate of 1/186 of their salary as set forth in Appendix A.~~

~~For 230 day teachers, attendance at the three (3) days of professional development is voluntary.~~

~~8-5.2 The 2005/2006, and 2006/2007 school years shall be 180 days respectively.~~

The 2005/2006 and 2006/2007 teacher work year shall be 181 days respectively. There shall be one (1) day of teacher orientation which shall be the day preceding the opening of school.

Effective the 2005/2006 and 2006/2007 school years, teachers shall be paid at a daily rate of 1/181 of their salary as set forth in Appendix A.

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.

~~8-5.3 2004/2005 WORK DAY DEFINED (TEACHERS)~~

8-5.2 WORK DAY DEFINED (TEACHERS)

Elementary Schools - ~~9:00 a.m. to 3:00 p.m.~~ 9:00 a.m. to 3:15 3:20p.m.

Asa Messer at Bridgham	Asa Messer Annex
Broad Street	Harry Kizirian
Carl G. Lauro (8:00 - 2:15 <u>2:20</u>)	Edmund W. Flynn
Edmund W. Flynn Annex	Charlotte Woods
Cornel Young Jr.	Robert Bailey
Fortes (8:00 -2:15 <u>2:20</u>)	Vartan Gregorian
George J. West	Spaziano Annex
Spaziano	Lima (8:00 -2:15 <u>2:20</u>)
Martin Luther King	Windmill Street Annex
Mary E. Fogarty	Pleasant View (8:30 — 2:45)
Reservoir Avenue	Robert F. Kennedy
Sackett Street (8:00-3:10)	Carnevale
Veazie Street (8:00-2:15 <u>2:20</u>)	West Broadway
Webster Avenue	William D'Abate
Windmill Street	Fortes/Lima Annex (8:00-2:15 <u>2:20</u>)
BJ Clanton (8:00-3:10)	<u>Times² (8:15-2:30 <u>2:30</u>)</u>

Middle Schools - ~~8:00 a.m. to 2:30 p.m.~~ 8:00 a.m. to 2:45 p.m.

Esek Hopkins	Oliver Hazard Perry
Roger Williams	Samuel W. Bridgham
(8:00-3:33 M,W,TH,F)	Gilbert Stuart
(8:00-4:00 T)	Nathan Bishop
Springfield	DelSesto
Times ² (7:55-2:20 <u>2:20</u>)	Nathanael Greene

Senior High Schools - ~~8:15 a.m. – 2:45 p.m.~~ 8:15 a.m. to 3:00 p.m.

Mt. Pleasant	Central
Classical	Hope
Occupational Ed Program	Chamber
Birch Vocational Program	ALP
Feinstein	E-Cubed Academy
PAIS	Health & Science Technology
<u>DelSesto</u>	<u>Juanita Sanchez</u>
<u>PCT A *</u>	<u>(8:15-4:01 M,W,F)</u>
<u>Dr. Jorge Alvarez</u>	<u>(8:15-3:40 T,TH)</u>
<u>Hanley</u>	<u>Times² (7:55-2:20)</u>

* 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.

8-5.4 2004/2005 SCHOOL DAY DEFINED (STUDENTS)

8-5.3 SCHOOL DAY DEFINED (STUDENTS)

Elementary Schools - ~~9:05 a.m. to 2:50 p.m.~~ 9:05 a.m. to 3:10 p.m.

Asa Messer	Asa Messer Annex
Broad Street	Harry Kizirian
Carl G. Lauro (8:05 – <u>2:10</u>)	Edmund W. Flynn
Edmund W. Flynn Annex	Charlotte Woods
Cornel Young Jr.	Robert Bailey
Fortes (8:05 – <u>2:10</u>)	Vartan Gregorian
George J. West	Spaziano
Spaziano Annex	Lima (8:05 – 2:10)
Martin Luther King	Windmill Street Annex
Mary E. Fogarty	Pleasant View (8:35 – 2:35)
Reservoir Avenue	Robert F. Kennedy
Sackett Street (<u>8:05-3:05</u>)	Carnevale
Veazie Street (<u>8:05-2:10</u>)	West Broadway
Webster Avenue	William D'Abate
Windmill Street	Fortes/Lima Annex (8:05 – <u>2:10</u>)
<u>BJ Clanton (8:05-3:05)</u>	<u>Times² (8:15-2:25)</u>

Middle Schools - ~~8:05 a.m. to 2:25 p.m.~~ 8:05 a.m. to 2:40

Esek Hopkins	Oliver Hazard Perry
Roger Williams	Samuel W. Bridgham
<u>(8:05-3:28 M,W,TH,F)</u>	Gilbert Stuart
<u>(8:05-2:30 T)</u>	<u>Nathan Bishop</u>
Springfield	<u>DelSesto</u>
Times ² (<u>8:00-2:20</u>)	Nathanael Greene

Senior High Schools – ~~8:20 a.m. – 2:40 p.m.~~ 8:20 a.m. to 2:55 p.m.

Mt. Pleasant	Central
Classical	Hope
Feinstein	Occupational Ed. Program
Birch Vocational Program	ALP
Chamber	E-Cubed Academy
PAIS	<u>PCTA *</u>
Cooley/HSTA	<u>Dr. Jorge Alvarez</u>
Hanley	<u>Juanita Sanchez</u>
<u>Times2(8:00-2:20)</u>	<u>(8:20-3:54 M,W,F)</u>
	<u>(8:20-2:25 T, TH)</u>

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

8-5.5 Effective the first day of the ~~2005/2006~~ 2012-13 school year, ~~the student day and the teacher work day and student instructional time at the elementary level shall be~~ extended by a total of ~~15~~ 5 minutes. The ~~15~~ 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 ~~2005/2006~~ 2013-14 school year, ~~the student day and the teacher work day and student instructional time at the middle school and high school levels shall be~~ extended by an additional ~~10~~ 5 minutes. The ~~ten~~ 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.

10. Article 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 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 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 A, Sections:

~~A-1 Teachers Basic Salary Schedule~~

~~Steps 1 — 10: (1) Long term substitute teacher in pool whose name appears on a Recall Seniority list.~~

~~(2) Long term substitute teacher in pool certified in a Hard-to-Fill area as determined by the parties in accordance with Article 12-3.12).~~

~~Steps 1 — 4: Long term substitute teacher in pool certified in a non Hard-to-Fill area.~~

~~A-2 Professional Advancement Schedule~~

~~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, 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

~~No other rights or benefits of the Collective Bargaining Agreement shall pertain to a long-term substitute in pool until such time as such long-term substitute teacher in pool has worked 135 school days during a school year at which time he/she shall be provided any and all rights and benefits under the Collective Bargaining Agreement between the Union and the Board including, but not limited to the following:~~

Article 3	Salary and Rates of Pay
Article 4	Sick Leave
Article 5	Leaves of Absence
Article 13	Teacher Programs
All applicable Appendices	

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.

~~In addition, when a per diem substitute teacher or a long-term substitute teacher in pool work in excess of 68 days in one semester for the same absent teacher, or works a total of 135 days in a school year, said per diem substitute teacher or long-term substitute teacher in pool shall become a long-term substitute.~~

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 (<u>pro-rated</u>)
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 When there exists a need to hire an LTS or a regular teacher, candidates to be interviewed shall be selected by the Director of Human Resources from the list of teachers serving as Long Term Substitutes in Pool and Long Term Substitutes as well as candidates from outside the school system.~~

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.

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 1st 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. Furthermore, ~~said teacher shall be placed on the appropriate salary step of Appendix A determined by the number of years of teaching experience.~~

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 Regular, LTS or LTSP. ~~Said teacher shall be compensated at the teacher's daily rate.~~
- 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. ~~Except that any per-diem substitute teacher who attained Long Term Substitute In-Pool (LTSP) status during the 2007-08 academic year shall be appointed as an LTSP upon ratification of this Memorandum of Agreement and shall have his/her salary adjusted retroactively to the first day of work of the 2008-09 school year in accordance with Article 8-6.1 as amended in this Memorandum of Agreement. Furthermore, said substitute teachers shall be reimbursed the difference between the COBRA premium amount and the LTSP medical and/or dental co-share amounts, if applicable.~~

11. Teacher Evaluation

8-14 Teacher Evaluation

~~Effective with the 2003-2004 school year All teachers shall be evaluated on a scheduled basis as determined by the Teacher Evaluation Committee For the 2002-2003 school year evaluations shall be conducted in accordance with the applicable provisions of Articles 8-14.2, 8-14.3 and/or 8-14.4.~~

8-14.1 Teacher Evaluation Committee

~~Effective upon ratification of this Agreement~~ 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 Portfolio Assessment (Non-Tenured Teacher)

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.

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 ~~SWAC's seniority and 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 Portfolio Assessment (Tenured Teachers)

All tenured teachers shall be evaluated on a scheduled basis. The schedule shall be constructed by the Teacher Evaluation Committee.

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 or by the appropriate certified administrator no later than the second week in May of their scheduled evaluation.

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

During a teacher's non-evaluation years, the Board acting through the Superintendent or appropriate ~~Assistant Superintendent~~ Level Director may request of a teacher 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:

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 ~~electronic~~ audio or video recording device shall not be used for observation or evaluation. This section is not intended to prohibit note taking with I-pads and/or laptop computers during the observation session.

8-14.6 An unsatisfactory evaluation may be appealed under the grievance procedure.

12. Article 8-17, Teacher Personnel 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.

13. Article 8-31, Site-Based Management

Delete in its entirety.

14. Article 8-32, School Improvement Intervention Team

In support of the ~~AFT=s~~ and 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 ~~2004-2005~~ 2011-12 school year 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.

15. 8-33 Alternative Programs and School Safety

The parties shall establish an ~~Design~~ 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. ~~no later than March 1, 2005. The implementation of alternative programs based on the recommendations of the design committee shall commence no later than September 2006.~~

16. Article 8-34, 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 as required by the RI Board of Regents.

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. ~~as required by the Rhode Island Board of Regents.~~

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

The committee's responsibilities shall be responsible for ~~include but not limited to:~~

1. ~~The creation~~ Creating the of a 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.
2. ~~The creation of guidelines whereby each School Improvement Team will establish a master schedule of all school based Professional Time activities.~~
3. ~~The district Professional Time activities schedule and each School Improvement Team=s Professional Time activities schedule shall be constructed and disseminated no later than the end of the first quarter.~~

~~The combination of district and school-based Professional Time activities shall equal thirty (30) hours during the 2004/2005 academic year; and for 2005/2006 and 2006/2007 academic years it shall be as directed by the RI Board of Regents during the 2005/2006 and 2006/2007 school years. Hours will be the equivalent of one (1) hour per full week of work, but in no event shall Professional Time activities be less than thirty-six (36) hours per teacher work year.~~

~~Teachers are required to be in attendance at all Professional Time sessions and shall be compensated at their daily/hourly rate forty (\$40) dollars per each hour of professional development attended.~~

17. **Article 10, Teacher Facilities**

~~10-4~~ An automatic automated telephone and web-based answering absence reporting system service shall be provided which will allow teachers to report their absence at any time up to 6:00 a.m. before the workday begins.

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

~~11-1~~ When a vacancy occurs ~~for which additional compensation is provided or when a new position is created for which additional compensation is provided or when a school-based management position is created or is vacant~~, the Superintendent or his/her designee shall provide appropriate postings ~~on the same day in every school building/work site~~. Posted positions include, but are not limited to: coaching positions, before/after school positions, evening school, summer school, federally funded programs, substitute teaching by regular teachers, school based management positions, extra-curricular positions, etc.

~~11-2~~ Appropriate postings shall be deemed to occur only after the Union building delegate has signed and dated the notice from the Superintendent or his/her designee in

~~triplicate. One copy shall be returned to the Office of Human Resources by the principal, one shall be retained by the Union building delegate and one shall be posted on the Union Bulletin Board by the Union building delegate.~~

11-32 The notice of the Superintendent shall categorically set forth all qualifications, requirements, certificate requirements, duties, salaries, and other pertinent information for each position.

~~**11-43** No posted position shall be filled within ten (10) school seven calendar (7) days from the date of posting. No posting shall occur later than the tenth work day prior to the close of the teacher work year. No posting shall be back-dated in an attempt to comply with the deadline for postings.~~

11-54 All applications for positions shall be made on the Providence Applicant Tracking System (PATs). in writing and shall set forth the basis upon which the applicant solicits consideration. 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.

~~**11-5.1** An applicant must possess the appropriate certificate at the time he/she makes application if a certificate is required for the position.~~

11-65 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.

11-76 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.

11-87 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.

11-98 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.

~~**11-10** If a posted position is to be filled during the summer and said position should have been posted prior to the deadline for postings, said posting shall be e-mailed to all teachers thirty (30) days prior to the closing date for filling the position.~~

~~**11-11** Teachers who want to be notified of positions to be posted during the summer shall leave a self-addressed stamped envelope with the Superintendent, and the Superintendent~~

shall send a copy of the posting(s) to all teachers exercising such option, or copies of said postings may be obtained by visiting the Providence School Department Human Resource Office, the Providence Teachers Union office, or the Providence School Department website (www.providenceschools.org).

~~11-12~~ 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.

~~11-13~~ 10 Any teacher hired as a coach prior to July 1, 1999 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.

~~11-14~~ Any teacher who is hired as a coach as of July 1, 1999 or thereafter will not be eligible to continue to coach upon retirement.

~~11-15~~ 11 Teachers holding positions listed in Appendix B-9 prior to July 1, 1999, may continue to hold those positions.

Effective July 1, 1999 and thereafter, Any teacher hired to a position listed in Appendix B-9 may hold no more than one such position at any given time and ~~no more than two (2) such positions during the school year~~ however, there shall be no limit as to the number of Appendix B-9 positions held by a teacher during the school year.

~~11-16~~ When a Department Head vacancy is posted, Department Heads serving in the same area of certification may notify the Director of Human Resources in writing, no later than the closing date of said posting, that he/she wishes to transfer into said vacancy. The transfer request shall be honored without need for interview. If two or more Department Heads give notification of their intent to transfer into the same Department Head vacancy, said vacancy will be awarded to the most senior Department Head. All Department Heads holding said positions as of the date of ratification of this Agreement shall be afforded the benefit of the above-described Article 11-16 language for as long as he/she remains in said position. However, effective with the first day of the 2002-2003 school year, all Department Head vacancies will be filled in accordance with Article 11.

~~11.16.1~~ The provision in Article 11-16 shall also apply to Heads of Guidance as it relates to Head of Guidance vacancies.

~~11-16.2~~ The provision in Article 11-16 shall also apply to 230 day teachers as it relates to 230 day vacancies.

19. 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. The Office of Human Resources shall communicate any and all modifications 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. 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 process.
- d. Monitor consolidated positions and ensure that, if the position is reinstated, the incumbent returns to the position.

12-1 Summer Placement Meetings

~~The Summer Placement Meetings represent the manner in which teachers select or are assigned to a teaching position after returning from a leave of absence, as a result of a consolidation, preference, transfer, lay-off, rescission or the result in a change in status from part-time to full-time.~~

~~Teachers invited to a Summer Placement Meeting shall be provided with a list of all vacancies and a seniority list showing the rank order of each teacher eligible to attend a Summer Placement Meeting. These lists are to be provided to each teacher eligible to attend a Summer Placement Meeting at least three (3) business days in advance of the meeting.~~

~~Any teacher unable to attend a Summer Placement Meeting may designate a proxy (in~~

writing). Said proxy shall have full authority to act on the teacher's behalf and decision by said proxy shall be binding upon the teacher and the Board.

12-2 — Order of Placement

The order of the Summer Placement Meetings is as follows:

12-2.1 — Consolidated Teacher Meeting — This meeting shall be held on the first Tuesday following the last School Board meeting in June. Teachers invited to this meeting shall include: teachers returning from a paid leave of absence or a parental/adoptive leave of absence who do not have rights to a particular assignment; teachers returning from a no-pay leave of absence and consolidated teachers. Teachers will select positions in accordance with their System Wide Area of Certification Seniority (SWACS).

12-2.2 — Immediately following the Consolidated Teacher Meeting, the Office of Human Resources shall contact (in the following order) any teacher previously consolidated (who is eligible to return to his/her previous school), any teacher who filed a preference sheet (who is now eligible for a same school, same certificate transfer) and any teacher whose name remains on the previously utilized Transfer List (transfer requests filed prior to June 26, 1999) whose request may now be honored. Teachers contacted must accept/reject the position offered in a timely manner.

12-2.3 — The Job Fair — This meeting shall be held on the seventh (7th) business day after July 4th except that this meeting shall be held on the fifth (5th) business day after July 4th during even numbered years. Any regularly employed teacher who wishes to transfer to another position within the Providence schools for the commencement of the next work year must file a Request for Transfer in person at the Office of Human Resources at any time between orientation day and the close of business on May 15. All teachers who file said Request for Transfer shall be given a written receipt for said request and shall be invited to the Job Fair. No request for transfer will be accepted after the close of business on May 15 or before orientation day.

— Each Job Fair position will be awarded to the teacher with the most seniority (Date of Hire) bidding on the position. Each teacher who successfully bids for a job shall be required to produce a valid certificate for the job and, having done so, shall be given written confirmation of the assignment. The position currently held by the teacher shall then be added to the list of jobs available for bidding. Participants may successfully bid on one position in each certificate area listed on his/her Request for Transfer. Should a participant successfully bid on a position in a different certification area, the abandoned position and the teacher who eventually selects the abandoned position shall be subject to the provisions of Article 12-3.6. Any teacher unable to attend the Job Fair may designate a proxy in writing. Said proxy shall have full authority to act on the teacher's behalf and decision by said proxy shall be binding upon the teacher and the Board.

12-2.4 — Lay off Recall Meeting — This meeting shall be held on the fourth (4th) business day after the Job Fair Meeting for the following groups of teachers:

~~12-2.4.1~~ **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. Teachers shall have available to them any and all vacancies that are known to the School Department at the time of recall. Teachers will select positions in accordance with their System-Wide Area of Certification Seniority (SWACS). Any teacher unable to attend the Lay-off Recall Meeting may designate a proxy in writing. Said proxy shall have full authority to act on the teacher's behalf and decision by said proxy shall be binding upon the teacher and the Board.

~~12-2.4.2~~ **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 ~~12-2.4.1~~ **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. Teachers will select positions in accordance with their System-Wide Area of Certification Seniority (SWACS). Any teacher unable to attend the Lay-off Recall Meeting may designate a proxy in writing. Said proxy shall have full authority to act on the teacher's behalf and decision by said proxy shall be binding upon the teacher and the Board.

12-3.5 Other Matters Pertaining to Transfers/Reassignments

~~12-3.1~~ Any teacher on the Transfer List prior to June 26, 1999 who refuses a position on his/her transfer request shall have his/her name removed from the Transfer List.

~~12-3.8.2~~ A list of transfer requests for each year shall be maintained by the Office of Human Resources showing the teacher's name and date of the request.

~~12-3.5.1~~ No teacher shall be involuntarily transferred except at the discretion of the Superintendent.

~~12-3.5.2~~ Teachers who are transferred because of a decrease in the number of teachers in any area of certification shall be given preference over any teacher on the transfer list, or any teacher who has filled out a preference sheet.

~~12-3.5.3~~ The Preference List is that list of teachers within that building who are seeking an intra-transfer. If two or more teachers request transfer to that intra-vacancy, the assignment will be made on the basis of system-wide area of certification seniority; and if the number of years of teaching service and the areas of certification are equal, the date of employment shall be the determining factor. Where the number of years of teaching service in the areas of certification is equal and the dates of employment are the same, qualifications, experience, and credentials will be the determining factors in the evaluative judgment to be made by the Superintendent or his/her designee.

~~12-3.6~~ Any teacher hired or assigned to a non-posted new position created after the Job Fair or any teacher hired on or subsequent to the first day of the teacher work year shall fill the position for the remainder of the teacher work year at which time the position shall be included in the listing of positions available at the subsequent Job Fair and the teacher shall be subject to the provision of 12-2.3.

~~12-3.7~~ All positions offered at the Consolidated Teacher Meeting, the Job Fair Meeting and the Lay-off Recall Meeting shall have ready and available for review the full teaching program in accordance with 13-1.2 and 13-3.4.

~~12-3.8~~ The Office of Human Resources shall maintain a list of all vacancies and/or new positions created after the Job Fair as well as a list of all positions filled after the Job Fair.

~~12-3.9~~ In the event there is a decrease in the number of teachers in any area of certification, teachers shall be transferred according to their system-wide area of certification date of hire seniority.

Said teachers shall be notified by the Office of Human Resources by March 1.

Said teacher, however, shall not be transferred should there be a vacancy before the first Tuesday following the last School Board meeting in June commencement of the annual Job Matching process and/or Criterion-Based Hiring and Transfer. Should there be a vacancy as stated herein, consolidated teachers within the school shall reselect positions in accordance with their system-wide area of certification seniority. If consolidated teachers within a school have already selected positions based upon their system-wide area of certification seniority and a vacancy should occur as noted herein before the first Tuesday following the last day of the school year, those teachers within the school shall reselect positions based upon said seniority and must designate proxies in writing to select on the teachers' behalf in the event that the teachers are not available to select positions on their own behalf at the time selections are again to be made, or said teachers will be placed in a position by the Office of Human Resources after all other teachers have been placed in said school.

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. Any teacher reassigned back to said area of certification shall have credited to him/her the total number of years of teaching service in said area of certification.

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 system-wide area of certification seniority their date of hire.

12-3.9.1 Any teacher occupying a full-time position in any school whose program is reduced to less than a full-time position pursuant to Article 12-3.9 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.

12-3.10 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.

12-3.11 Each year, from March 1 through and inclusive of the last School Board meeting in June, teachers who receive lay-off notices shall be reinstated if positions are available. Said teacher shall return to the position they held prior to lay-off if said positions are available; and if not available, said teacher shall be reassigned pursuant to ~~12-2.4~~ **12-1**.

12-3.12 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.

20. 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
<u>1. Prioritizing the staffing of high-need and/or specialty classrooms with highly effective and appropriately trained teachers</u>	<u>Assignment practices that match:</u> <ul style="list-style-type: none"> • <u>Highly effective teachers to intervention classes</u> • <u>Teachers with specialized and relevant training to high need and specialty classrooms</u> • <u>Teachers with successful experience working with high need or specialty classrooms</u>
<u>2. Matching of teacher skills, professional experience, and training to instructional assignments</u>	<u>Assignment practices that match:</u> <ul style="list-style-type: none"> • <u>Teachers with specialized and relevant training to high need and specialty classrooms</u>
<u>3. Ensuring an appropriate, manageable, and equitable balance of course assignment between and amongst instructional staff</u>	<u>Creation of:</u> <ul style="list-style-type: none"> • <u>Teacher schedules that don't unreasonably assign large numbers of either intervention or advanced student groups to a single teacher</u> • <u>Teacher schedules that distribute the number and timing of administrative and preparatory periods on the basis of student and school need</u>
<u>4. Consideration of teachers' programmatic preferences, as communicated through their preference sheets.</u>	<u>Assignment practices that:</u> <ul style="list-style-type: none"> • <u>Take seriously the consideration teachers' professional judgment and their expertise in meeting student need as expressed through preference sheets;</u> • <u>Honor preference sheets whenever such assignments are instructionally sound and coincide with student need.</u>

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.

~~Notwithstanding the aforesaid, each teacher's first program preference shall be honored on the basis of system-wide area of certification seniority and if the number of years of teaching service in the areas of certification are equal, the date of employment shall be the determining factor. Where the number of years of teaching service in the same area of certification is equal and the dates of employment are the same, qualifications, experience and credentials will be the determining factors in the evaluative judgment to be made by the Superintendent or his/her designee. A second preference will be honored where the second preference is available and the teacher's first preference was not honored. A third preference will be honored where the third preference is available and the teacher's first and second preferences were not honored. All preference sheets shall be returned by March April 15. No later than ten (10) days prior to the end of the school year, teachers shall be given the following information on their programs for the next school year: Subject and grades of subjects to be taught, and any special information about particular classes teachers may be required to teach, and the grade, and particular type of homeroom (if applicable).~~

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

13-1.1.2 ~~Secondary Schools and Middle Schools~~

No later than ~~March~~ April 1 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. 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 by ~~March~~ April 15 of each year. Preference sheets shall be in effect from March April 16 of the current year through and inclusive of March April 15 of following year.

No later than ~~March~~ April 1, the following preference sheet shall be distributed to all teachers:

<p style="text-align: center;">PROVIDENCE SCHOOL DEPARTMENT TEACHER PREFERENCE SHEET—HIGH SCHOOLS AND MIDDLE SCHOOLS</p> <p>In accordance with Article 13-1.1 of the Teachers Union Agreement, This preference sheet is provided to all high-school and middle-school teachers for the purpose of determining class assignments. Teachers who desire to register a preference should list the preferred subjects/levels in order of priority and submit this form to the Principal on or before March April 15.</p> <p>NAME: _____</p> <p>SCHOOL: _____</p> <p>Present Program by Subject and Level: _____</p> <p>Subject(s) and Level(s) Preferred:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

[illegible]

YES _____ NO _____
DATE: _____
SIGNATURE: _____

13-1.2 3 No later than five (5) school days before the end of the school year, teachers shall receive their total program for the following year, which shall include the periods and rooms where their assignments are scheduled.

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 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) to review the request for a change.

8/2/2011

~~———— If a teacher's program is changed during the summer and during the teacher work year by the SIT, no further program changes in that specific teacher's program may be made except by approval of the Teacher Program Committee.~~

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 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. 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.~~

~~13-1.3~~ 4 Teaching periods shall not exceed five (5) per day, or twenty-five (25) per week.

13-2 ~~5~~ Program Guidelines

~~13-25.1~~ 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.

~~13-25.2~~ Teachers shall be assigned to teach in their area of certification only.

~~13-25.3~~ The number of different rooms in which assignments occur shall not exceed three (3) in any one day.

~~13-25.4~~ Equitable standards shall be applied within each school for exemption from homerooms, building assignments and for class size distribution.

~~13-3~~ Elementary Schools

~~13-3.1~~ Preference sheets may be filed by teachers by March ~~April~~ 15 of each year.

~~———— Time shall be devoted in the schools during the school day, no later than March ~~April~~ 1, for teachers to discuss and recommend procedures to be used in making assignments for the coming year. If it is impossible to schedule a meeting during the school day, the March teachers' meeting shall be set aside for this purpose. Plans, goals, and personnel needs for special programs shall also be considered.~~

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

PROVIDENCE SCHOOL DEPARTMENT TEACHER PREFERENCE SHEET

ELEMENTARY SCHOOLS

In accordance with Article 13-3.2 of the Teachers Union Agreement, This preference sheet is provided to all elementary teachers for the purpose of determining class assignments. Teachers who desire to register or renew a preference should list the preferred assignments grade levels and/or class types in order of priority and submit this form to the Principal on or before March April 15. This preference sheet shall be in effect from March April 16 of the current year through and inclusive March April 15 of the next year.

NAME: _____

SCHOOL: _____

Present Assignment - Grade Level: _____

Grade Level and Type of Class Preferred:

1. _____
2. _____
3. _____

Grade Span and Type of Class Preferred:

1. Grades Pre-K-K ☐

Class Type: _____

Special Education General Setting: ☐ Yes ☐ No

Special Education in a Special Class: ☐ Yes ☐ No

2. Grades 1-2 ☐

Class Type: _____

Special Education General Setting: ☐ Yes ☐ No

Special Education in a Special Class: ☐ Yes ☐ No

3. Grades 3-4 ☐

Class Type: _____

Special Education General Setting: ☐ Yes ☐ No

Special Education in a Special Class: ☐ Yes ☐ No

4. Grades 5-6 ☐

Class Type: _____

Special Education General Setting: ☐ Yes ☐ No

Special Education in a Special Class: ☐ Yes ☐ No

Other relevant information related to the match of my professional skills and the assignment requested:

DATE: _____ SIGNATURE: _____

This form is to be filled out in duplicate and returned to your Principal. Both forms will be submitted to the Office of Human Resources for receipt stamp. Duplicate will be returned to the school. This preference sheet shall be in effect from March 16 of this current year through and inclusive of March 15 of next year.

~~Teachers shall be given preference sheets on which to indicate their preferences in order of priority of grade level and type of class, with the understanding that if an opening exists, such 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. Notwithstanding the aforesaid, each teacher's first program preference shall be honored on the basis of system-wide area of certification seniority and if the number of years of teaching service in the areas of certification are equal, the date of employment shall be the determining factor. Where the number of years of teaching service in the same area of certification is equal and the dates of employment are the same, qualifications, experience and credentials will be the determining factors in the evaluative judgment to be made by the Superintendent or his/her designee. A second preference will be honored where the second preference is available and the teacher's first preference was not honored. A third preference will be honored where the third preference is available and the teacher's first and second preferences were not honored. Teachers shall be given an opportunity to discuss their assignment requests with their principal prior to any changes going into affect. All preference sheets should be returned to the principal on or before March 15.~~

13-3.2 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.

13-3.3 ~~No later than five (5) school days before the end of the school year, teachers shall receive their total program for the following year, which shall include the grade and rooms where their assignments are scheduled.~~

~~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) to review the request for a change. the The SIT 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 program change decision of the SIT to the Teacher Program Committee within five (5) days of the decision notice of change. 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.~~

~~If a teacher's program is changed during the summer and during the teacher work year by the SIT, no further program changes in that specific teacher's program may be made except by approval of the Teacher Program Committee.~~

~~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 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.~~

21. Article 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 ~~one dollar and fifty-five cents (\$1.55)~~ three dollars and fifty five cents (\$3.55) 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 (20th) 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, 2005~~12~~ the School Board contribution shall be ~~\$3.05~~ \$4.05/week.
Effective September 1, 2006~~13~~ the School Board contribution shall be ~~\$3.55~~ \$4.55/week.

22. Article 20, Duration

20-1 This Agreement and each of its provisions shall be in effect as of September 1, 2004 2011 and shall continue in full force and effect until August 31, ~~2007~~ 2014.

23. Appendix A-1, Teachers Basic Salary Schedule

Steps	2011-12	Steps	2012-13	2013-14	
				1st Day of Work 3.0% increase	Last day of school 3.0% increase
1	\$36,641	1	\$36,641	\$37,740	\$38,872
2	\$39,074	2	\$38,441	\$39,594	\$40,782
3	\$41,350	3	\$40,500	\$41,715	\$42,966
4	\$45,617	4	\$43,150	\$44,445	\$45,778
5	\$48,984	5	\$46,650	\$48,050	\$49,491
6	\$52,327	6	\$50,200	\$51,706	\$53,257
7	\$55,662	7	\$53,500	\$55,105	\$56,758
8	\$59,065	8	\$57,000	\$58,710	\$60,471
9	\$62,092	9	\$60,100	\$61,903	\$63,760
10	\$69,064	10	\$63,000	\$64,890	\$66,837
		11	\$65,500	\$67,465	\$69,489
		12	\$69,064	\$71,136	\$73,270

- 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.
- c. 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.

24. A-2 Professional Advancement Schedule

Bachelor’s Plus 30 Hours	\$1,955 2,455
Master’s	\$2,355 2,855
Master’s Plus 30 Hours	\$2,757 3,257
Doctorate	\$3,157 3,657

25. **A-3 Longevity Schedule**

15 years (10 of which have been in Providence)	\$ 700
20 years (15 of which have been in Providence)	\$1,672
25 years (20 of which have been in Providence)	\$1,787

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.

26. **Appendix B-1, Travel Allowance**

The Board agrees to pay the annually adjusted Internal Revenue Service standard mileage reimbursement rate twenty-seven cents (.27) 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.

27. **Appendix B-3, High School Department Heads and Head Counselors of Guidance in Middle Schools Departmental Teacher Leaders**

~~All persons holding positions identified in Appendix B-3 as of the date of ratification of this Agreement shall be afforded the one-time opportunity to either elect to continue to receive compensatory periods and an increment, as applicable, in accordance with the provisions of the B-3 schedule in effect for the 2001-2002 school year or choose to receive the compensatory time and compensation set forth in the new B-3 schedule in effect beginning with the 2003-2004 school year. Persons eligible to elect under this provision shall retain their selection 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-3 will receive the compensatory time and compensation as set forth in the B-3 schedule in effect for the 2003-2004 school year.~~

~~Effective with the beginning of the 2003-2004 school year, the following Appendix B-3 provisions will be applicable.~~

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.

~~All High School Departmental Teacher Leaders Heads and all Heads of Guidance at the middle-school level shall receive one (1) compensatory period per day devoted to departmental duties, one (1) unassigned period per day in accordance with Article 8-4.2 and additional compensation in accordance with the following schedule:~~

No. of Teachers in Department Compensation

1 - 4	\$1,000
greater than 4 - 9	\$1,600
greater than 9 - 14	\$2,600
greater than 14 or more	\$3,600

B-3.1 Middle School Chairpersons

All Middle School Chairpersons shall receive one (1) compensatory period per day devoted to departmental duties, one (1) unassigned period per day in accordance with Article 8-4.2 and additional compensation in the amount of \$600.00 per year.

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.

28. Appendix 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 and whose participation results in a product, shall be compensated at the rate of \$25.00 forty \$40.00 per hour for each hour said activity is in session.

Teachers who attend Providence School Department In-service, Staff Development, Professional Development or any other programs of this nature, other than those resulting in a product as referenced in the above paragraph, shall be compensated at the rate of \$12.50 per hour for each hour said activity is in session.

All Providence School Department In-service, Staff Development, Professional Development or any other activities of this nature shall be offered in their entirety at either \$25.00 per hour or \$12.50 per hour.

29. Appendix B-11, Teacher-in-Charge

A teacher in charge shall be selected in the following elementary buildings schools (the below list to be reviewed by the parties on an annual basis) where only one building administrator is assigned.

Asa Messer	Asa Messer Annex
Broad Street	Edmund W. Flynn
Edmund W. Flynn Annex	Charlotte Woods
Cornel Young Jr.	Robert Bailey
Laurel Hill Avenue	Carnevale
Laurel Hill Annex	Lima
Martin Luther King	Windmill Street Annex
Mary E. Fogarty	Pleasant View
Reservoir Avenue	Robert F. Kennedy
Sackett Street	Lima Annex
Veazie Street	West Broadway
Webster Avenue	William D'Abate
Windmill Street	<u>Fortes</u>
Fortes Annex	<u>Vartan Gregorian</u>
<u>Kizirian</u>	

Said selection shall be in accordance with Article 11-12-9. 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.

30. Appendix C-1, Medical Coverage

The Board shall provide, the following Blue Cross and Physician Service plans 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, and all employees hired prior to the start of the 2004-2005 school year shall contribute \$1,375.00 per year for family plan coverage, and \$513.00 per year for individual coverage toward the cost of the health care.

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.

Recommendations made by the Healthcare Exploratory Committee shall be made to the Board and the Union membership no later than November 30, 2011. If approved, said recommendations shall be implemented effective September 1, 2012.

For the period September 1, 2011 through, August 31, 2012, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute ~~\$1,375.00~~ \$2,316.00 per year for family plan coverage or ~~\$513.00~~ \$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 \$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.

For the period September 1, 2012 through, August 31, 2013, R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute \$2558.87 per year for family plan coverage or \$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 \$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.

For the period September 1, 2013 through, August 31, 2014, 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 ~~\$736.40~~ \$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.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first pay check of the 2004-2005 2011-2012 school year

Benefit	Coverage at Network Providers	Outside of PPO Network you pay:
Office Visits Note: 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 Note: Includes gynecological visits, pap smears, mammograms and routine physicals.	100% minus \$10 office visit co-payment	\$10 plus 20%

Pediatric Preventive Services Note: Includes routine physicals, lab work and immunizations.	100% minus \$10 office visit co-payment	\$10 plus 20%
Prescription Drugs Note: CVS, Brooks and several independent pharmacies in RI, MA and CT.	\$5 generic/ \$10 \$15 brand/\$600 cap per family effective September 1, 2002	
Emergency Room Care Note: Co-payment waived if admitted within 24 hours. Coverage for accidents and life-threatening emergencies only.	100% minus \$25 <u>\$100</u> co-payment/ <u>\$200 cap per individual and \$300 cap per family</u>	\$25
Hospitalization Note: Unlimited days at general hospitals, 45 specialty days per year	100%	20%*
Inpatient Medical & Surgical Care (Doctor Services) Note: Unlimited days at general hospitals, 45 specialty days per year	100%	20%*
Outpatient Medical & Surgical Care (Facility & Doctor Services) Note: e.g. Ambulatory surgical centers and outpatient surgery	100%	20%*
Obstetrical Care Note: Pre-natal, delivery and post-natal care	100%	20%
Lab Tests & X-rays Note: 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 Note: One exam annually	100% minus \$10 co-payment	\$10 plus 20%
Physical/Occupational Therapy Note: Hospital-based therapist; following a hospital stay	100%	20%
Ambulance, Private Duty Nursing & Durable Medical Equipment	80%	20%

Home Care & Hospice Care Note: In lieu of hospitalization. Includes doctor, nurse, and home health aide visits	100%	20%
Inpatient Mental Health Care Note: Limited to 45 days per calendar year (up to 90 days per admission for serious mental illness) when arranged by Care Manager. No Gatekeeper	100%*	50%*
Outpatient Mental Health Care Note: \$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	100% minus co-payment*	\$15 (individual) \$10 (group) plus 50%*
Inpatient Substance Abuse Treatment Note: 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 Note: \$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 Note: Covered at same level as subscriber, includes spouse and unmarried, dependent children through December 31 following 19 th birthday or 25 th 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.

31. **Appendix C-2**

The Board shall provide the following ~~United Health Plan 750~~ 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.

~~Employees shall contribute \$937.00 per year for the United 750 family plan coverage, and \$355.00 per year for United 750 individual coverage toward the cost of the health care.~~

For the period September 1, 2011 through August 31, 2012, employees shall contribute \$937.00 per year for "Plan 750" family plan coverage, and \$355.00 per year for "Plan 750" individual coverage toward the cost of health care.

For the period September 1, 2012 through August 31, 2013, employees shall contribute \$2046.07 per year for "Plan 750" family plan coverage, and \$779.43 per year for "Plan 750" individual coverage toward the cost of health care.

For the period September 1, 2013 through August 31, 2014, 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.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first paycheck of the ~~2004-2005~~ 2011-12 school year ~~and shall remain unchanged for the duration of each school year.~~

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 school year. These payments shall be deducted on a pro-rated basis from each paycheck, starting with the first paycheck of the 2011-12 school year, and shall remain unchanged for the duration of this Agreement.

30. **Appendix 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, ~~employees~~ teachers eligible for ~~City-Blue or United Healthcare insurance~~ comprehensive medical coverage under this Agreement may choose not to be covered under the Providence School Department's group health insurance policies.

Eligible ~~employees~~ 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 1st, 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 1st, 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 employees 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 employee teachers opts out under this section, he/she shall receive no coverage pursuant to this Appendix, except that employees 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 employee teacher is re-enrolled. Payments to employees 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 employee 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.

31. Appendix D, School Calendar

Following consultation with the Union, the Board shall determine the annual school calendar in accordance with Articles 8-5.1 and 8-5.2

32. 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 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.

33. **The following matters will be dismissed, without prejudice:**


PTU v. Brady, C.A. No. 09-0356; *PTU v. Brady*, C.A. No. 11-182); *City of Providence v. PTU*, C.A. No. 11-204; *Providence School Board v. PTU*, C.A. No. PC 11-3231; *In re SLRB and Providence School Board*, ULP-6030; and grievances regarding teacher dismissals and rescission/recall plan.


34. **Article 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.

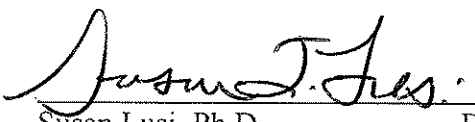
FOR THE CITY OF PROVIDENCE

FOR THE PROVIDENCE TEACHERS UNION

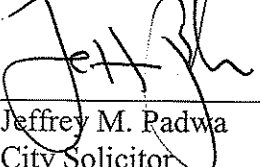
 8/3/11
Angel Taveras Date
Mayor

 8-3-11
Steven F. Smith Date
President

FOR THE PROVIDENCE SCHOOL DEPARTMENT

 8/3/11
Susan Lusi, Ph.D Date
Superintendent

Approved as to form and correctness


Jeffrey M. Radwa
City Solicitor

8/3/2011



CITY OF PROVIDENCE
Angel Taveras, Mayor

September 13, 2011

Councilman John Igliazzi,
Chairman, Committee on Finance
C/O City Clerk's Office
Providence City Hall
Providence, R.I. 02903

Dear Chairman Igliazzi:

For your consideration is the fiscal note pertaining to the proposed changes to the Providence Teachers Union (Local 958) contract. The City expects to realize approximately \$54,949,840 in reduced expenditures for the duration of the contract period. This new contract covers the period September 1, 2011 through August 31, 2014. Approximately 1,879 full time and 200 substitute teachers are members of this agreement. The substantive changes in the contract can be categorized within the following five areas; number of employees, wages and other benefits, health benefits, transportation and an extended work day.

Employee Reductions

- Employee retirements and resignations, net of external hires total fifty-five. This results in a savings of \$5.6M for FY 2012 and all subsequent years.

Wages and Other Benefits

- Substitute teacher compensation will be reduced from the teacher's daily rate of pay to \$150 or \$200 per day. \$150 per day will be used for the first year of district employment and \$200 per day for each subsequent year of service. This results in a savings of \$3.6M for FY 2012 and all subsequent years.
- The union has agreed to no step increases in FY 2012. This will save \$1.9M in FY 2012 and all subsequent years.

OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905
401 421 2489 ph | 401 455 8823 fax
www.providenceri.com



CITY OF PROVIDENCE

Angel Taveras, Mayor

- The sick bonus paid to teachers changed from five days of additional pay to up to five days depending on the number of sick days used. See schedule below:

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

- Upon retirement, eligible teachers shall now be paid for unused sick leave days in accordance with the following schedule.

<u>% of Payment</u>	<u>Date of Retirement Notice</u>	<u>No. of Sick Days Utilized During Last Year of Service</u>
50% of unused sick leave	January 31st	10
25% of unused sick leave	After January 31st but prior to last day of school	20

- Payment will be based on the first step of the Basic Teacher Salary Schedule. The net savings for the new sick leave bonus schedule combined with the cost of the sick leave payout for new retirements is \$731K for FY 2013 and each subsequent year.
- The union has agreed to change teacher steps from a ten step schedule to a twelve step schedule. The new schedule will be implemented in FY 2013, saving \$1.6 million over two years.
- The union has agreed to take two furlough days in FY 2012. The net savings over the term of the contract is \$830K.
- The union has agreed to take a one year longevity deferral in FY 2012. The savings in FY 2012 is \$1.4M but \$0 over the three years.

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- In FY 2014 wages will increase three percent on the first day of work and three percent on the last day of work. The total cost is \$3.8M.
- The union has agreed to change the compensation paid for professional development to go from the teacher's daily rate of pay to \$40 per hour. The total savings is \$4.8M.
- Increases paid to the health and wellness fund are \$148K over the term of the contract.

Health Benefits

- Healthcare employee contributions increase \$0 in first year but \$1.2M over three years. Below is a schedule reflecting the employee contributions over the life of the contract:

Employees hired prior to September 1, 2004

School Year 2012		School Year 2013		School Year 2014	
Individual	Family	Individual	Family	Individual	Family
<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>
867	2,316	958	2,559	1,086	2,900

Employees hired effective September 1, 2004 (Plan 750)

School Year 2012		School Year 2013		School Year 2014	
Individual	Family	Individual	Family	Individual	Family
<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>
355	937	779	2,046	883	2,319

Transportation

- Bell time changes agreed to by the union saved \$100K. Early dismissal will no longer be used for common planning time saving an additional \$234K.

Extended Work Day

- The union has agreed to a progressive five minute increase to the work day each year for three years. The additional fifteen minutes is worth \$14.7M over three years (not a budget savings).

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Angel Taveras, Mayor

The following table summarizes the savings and costs of the agreement:

<u>PTU Savings Category</u>	<u>Year 1</u> <u>(11/12)</u>	<u>Year 2</u> <u>(12/13)</u>	<u>Year 3 (13/14)</u>
Substitute Salary Change	3,554,175	3,554,175	3,554,175
Reduction of 55 positions	5,610,000	5,610,000	5,610,000
Sick Leave Sliding Bonus w/payout	0	731,000	731,000
Freezing Steps	1,934,080	1,934,080	1,934,080
Changing to 12 steps	0	799,020	838,862
2 Furlough Days	1,700,000	(435,168)	(435,168)
Longevity one year freeze	1,381,089	(690,454)	(690,454)
Salary Increase	0	0	(3,817,263)
Change in PD rate (Fed funds)	1,600,000	1,600,000	1,600,000
Health and wellness Fund	0	(49,400)	(98,800)
Healthcare EE Contribution - 15% year 2 ,17% year 3	0	564,610	596,829
Bell time changes	100,000	100,000	100,000
One Year Savings	15,879,344	13,717,863	9,923,260
Cumulative Savings		29,597,207	39,520,467
Total Projected Fiscal Note Savings FY 12-14			39,520,467

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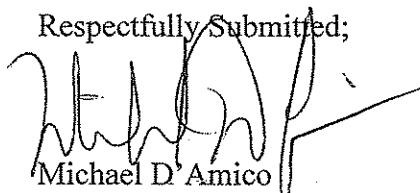


CITY OF PROVIDENCE
Angel Taveras, Mayor

Other Savings Derived From PTU Members			
Discontinue Early Release	234,000	234,000	234,000
One Year Savings	16,113,344	13,951,863	10,157,260
Cumulative Savings		30,065,207	40,222,467
Total District Budgetary Savings FY 12-14			40,222,467
Non Cash Savings Derived From PTU Members			
Increase the school day 5 minutes over the next three years (15 minutes in total)	2,376,799	4,884,052	7,466,522
One Year Savings	18,490,143	18,835,914	17,623,782
Cumulative Savings		37,326,057	54,949,840
Total Savings Credited To PTU Members			54,949,840

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

Respectfully Submitted;


Michael D. Amico
Director of Administration

OFFICE OF THE MAYOR

Providence City Hall | 25 Dorrance Street Providence, Rhode Island 02905
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September 20, 2011

Office of the Internal Auditor

Councilman John J. Igliozi
Chairman, City-Council Committee on Finance
City of Providence
Providence City Hall
Providence, Rhode Island 02903

Dear Chairman Igliozi:

Attached you will find my review of the Tentative Agreement with Providence Teachers Union (Local 958). This Tentative Agreement covers the period September 1, 2011 through August 31, 2014. This Tentative Agreement currently covers 1,875 full-time teachers and 200 substitutes.

Below are highlights from the attached report:

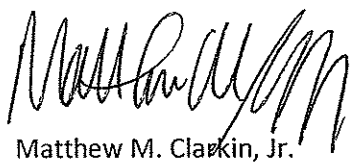
- Substitute Teacher Compensation
 - 4th Step maximum to a \$200/\$150 per diem
 - Savings: \$2.6 million in FY12; \$8.0 million total
- Substitute Teacher Health Benefits
 - Eligibility for family health coverage after 135 work days is eliminated
 - Savings: \$533,000 in FY12; \$1.7 million total
- Step Increase Freeze
 - Teacher will remain at 2010-11 step for the 2011-12 school year
 - Savings: \$1.9 million in FY12; \$5.9 million total
- 12 Step Teachers Basic Salary Structure
 - Number of Salary Steps increased to from 10 to 12
 - Savings: \$0 in FY12; \$1.6 million total
- Longevity Deferral
 - Longevity payment for 2011-12 school year is deferred
 - Savings: \$1.7 million in FY12; \$0 Net Total

- Furlough Days
 - Two furlough days for teachers in 2011-12 school year
 - A total of two Personal Days given in last two years of Agreement
 - Savings: \$1.7 million in FY12; \$800,000 Net Total
- Attendance Bonus
 - Attendance Bonus is changed to a sliding scale
 - Savings: \$0 in FY12; \$2.3 million Total
- Sick Leave Severance
 - Severance payment for sick days now available under certain conditions
 - Cost: \$0 in FY12; \$850,000 Total
- Salary Increase
 - 3.0% Salary increase effective on the first day of 2013-14 school year
 - 3.0% Salary increase effective on the last day of 2013-14 school year
 - Cost: \$0 in FY12; \$3.8 million Total
- Health Benefits Co-shares
 - Employee health benefits co-shares increase in 2013 and 2014
 - Savings: \$0 in FY12; \$1.2 million Total
- Professional Development Compensation (PD)
 - PD participation paid at \$40 per hour versus daily rate
 - Savings: \$1.6 million in FY12; \$4.8 million Total
- Union Health & Wellness Trust Fund
 - School Department's contribution increased in 2013 and 2014
 - Cost: \$0 in FY12; \$148,000 Total
- Transportation Savings
 - Bell time change at school results in reduced transportation costs
 - Savings: \$100,000 in FY12; \$300,000 Total
- Extended Work Day
 - Work day increased by five minutes in each of three years
 - Value: \$2.4 million in FY12; \$14.7 million
- No Layoff Provision
 - Layoffs for financial reasons are prohibited
 - Cost: \$0 in FY12; Unknown Total

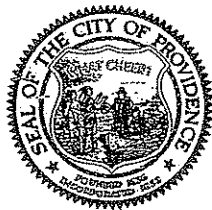
Description	Fiscal Year			Total 2012-2014
	2012	2013	2014	
Substitute Teacher Compensation	\$2,633,545	\$2,633,545	\$2,712,552	\$7,979,643
Substitute Teacher Health Benefits	\$532,875	\$559,519	\$587,495	\$1,679,888
Step Increase Freeze	\$1,934,080	\$1,934,080	\$2,011,443	\$5,879,603
12 Step Teachers Basic Salary Schedule	\$0	\$799,020	\$830,981	\$1,630,001
Longevity Deferral	\$1,381,089	(\$690,545)	(\$690,545)	\$0
Furlough Days	\$1,670,987	(\$435,168)	(\$435,168)	\$800,651
Attendance Bonus	\$0	\$1,115,000	\$1,159,600	\$2,274,600
Sick Leave Severance	\$0	(\$425,000)	(\$425,000)	(\$850,000)
Across-the-Board Salary Increase	\$0	\$0	(\$3,817,263)	(\$3,817,263)
Health Benefits Employee Co-Shares	\$0	\$564,610	\$592,841	\$1,157,451
Professional Development Stipends	\$1,600,000	\$1,600,000	\$1,600,000	\$4,800,000
Union Health & Wellness Fund	\$0	(\$49,400)	(\$98,900)	(\$148,300)
Transportation Savings (Bell Time)	\$100,000	\$100,000	\$100,000	\$300,000
Annual Savings	\$9,852,576	\$7,705,662	\$4,128,035	\$21,686,274
Cumulative Savings		\$17,558,238	\$21,686,274	
Increasing School Day 5 minutes/year	\$2,376,799	\$4,884,052	\$7,466,522	\$14,727,373
<p><i>* The administration included a reduction of a net fifty-five (55) PTU positions from the end of the 2010-11 school year to the current school year. This reduction of positions is projected to save approximately \$5.6 million in fiscal 2012. While the administration's information was confirmed during the process of reviewing this Agreement, the savings were not included in this report because the reduction of positions is not a direct result of the TA.</i></p>				

I look forward to the opportunity to answer any questions the Finance Committee might have concerning this analysis.

Sincerely,



Matthew M. Clarkin, Jr.
Internal Auditor



Office of the Internal Auditor

Memorandum

To: City Council Members
From: Matthew M. Clarkin, Jr., Internal Auditor
Date: September 20, 2011
Re: Review of Tentative Agreement with Providence Teachers Union (Local 958)

Below is a review of the proposed Tentative Agreement with the Providence Teachers Union (Local 958), which covers the period September 1, 2011 through August 31, 2014. This Tentative Agreement currently covers 1,875 full-time teachers and 200 substitutes.

Substitute Teacher Compensation:

Prior to this Tentative Agreement, a Long-Term-Substitutes-In-Pool (LTSP) was compensated based upon years of experience at a daily rate of between Steps 1 through 4 of the Teachers Basic Salary Schedule. In addition, a LTSP received family health coverage after one-hundred-thirty-five (135) teaching days in a school year.

LTSP compensation has been changed in this Tentative Agreement to a \$150 per diem for a LTSP in their first year of service in Providence and a \$200 per diem for a LTSP with two or more years of service in Providence. In addition, a LTSP is no longer eligible for family health coverage after 135 days teaching days.

It is projected that changing LTSP compensation from a maximum 4th step to a \$200/\$150 per diem will result in savings of approximately \$2.63 million in fiscal 2012 and \$8.0 million over the period of the Tentative Agreement.

Review of Tentative Agreement with PTU (Local 958)

Compensation - LTSP			
	<u>Prior Contract</u>	<u>Tentative Agreement</u>	
Daily Rate (Step 3.5)	\$241.58	\$200.00	\$150.00
FICA	\$18.48	\$15.30	\$11.48
Retirement (13.23%)	\$31.96	\$26.46	\$19.85
Total Daily Cost	\$292.02	\$241.76	\$181.32
School days	170	170	170
Total Annual Cost Per LTSP	\$49,643	\$41,099	\$30,824
# of LTSP	200	110	90
Total Annual Cost	\$9,928,653	\$4,520,912	\$2,774,196
			\$7,295,108
Savings - Compensation LTSP	\$2,633,545		

It is projected that not offering family health benefits after 135 days of teaching will save approximately \$533,000 in fiscal 2012 and \$1.7 million over the period of the Tentative Agreement.

Health Insurance - LTSP		
	<u>Prior Contract</u>	
	<u>Monthly Cost</u>	<u>Annual Cost</u>
135 days @ Individual (Oct-April)	\$433	\$3,031
After 135 days @ Family (May-Sept)	\$1,194	\$5,971.25
		\$9,002
# of LTSPs (70% Family)		140
Total Annual Cost		\$1,260,315
	<u>Tentative Agreement</u>	
135 days @ Individual (12 months)	\$433	\$5,196
# of LTSPs (70% family)		140
Total Annual Cost		\$727,440
Total Savings - Health Insurance - LTSP		\$532,875

Step Increase Freeze:

Teachers will continue to be compensated at their 2010-11 level for the 2011-12 school year. Teachers who are eligible for step increases will receive an increase of one salary step in years two and three of this Agreement. It is projected that freezing of step increases for the 2011-12 school year will result in savings of approximately \$1.9 million in fiscal 2012 and \$5.9 million over the period of this Agreement.

Teachers Basic Salary Schedule Change:

Effective in the 2012-13 school year, the Teachers Basic Salary Schedule will be lengthened from ten steps to twelve. The lengthening of the Salary Schedule will slow the pace in which a teacher can achieve the top step salary and will avoid negatively impacting teachers already at their top step. Teachers at their top step as of the 2010-11 school year will be increased from Step 10 to Step 12 effective the 2012-13 school year, while all other teachers will be increased one step.

It is projected that the change to a twelve step salary schedule will save approximately \$800,000 in fiscal 2013 and \$1.6 million over the period of this Agreement.

Steps	2011-12	Steps	2012-13
1	\$36,641	1	\$36,641
2	\$39,074	2	\$38,441
3	\$41,350	3	\$40,500
4	\$45,617	4	\$43,150
5	\$48,984	5	\$46,650
6	\$52,327	6	\$50,200
7	\$55,662	7	\$53,500
8	\$59,065	8	\$57,000
9	\$62,092	9	\$60,100
10	\$69,064	10	\$63,000
		11	\$65,500
		12	\$69,064

Longevity Deferral:

Longevity payments due to teachers in the 2011-12 school year will be deferred and fifty percent (50%) will be paid during the 2012-13 school year and fifty percent (50%) will be paid during the 2013-14 school year. This deferral will save \$1.4 million in fiscal 2012 but have a net zero impact during the period of the Agreement.

<u>Longevity Schedule</u>	
15 years (10 in Providence)	\$700
20 years (15 in Providence)	\$1,672
25 years (20 in Providence)	\$1,787

Furlough Days:

Effective during the 2011-12 school year, teachers will have two days of compensation deducted from their annual salary based upon their individual daily rate of pay. To compensate teachers who are subjected to furlough days during the 2011-12 school year, one additional Personal Day will be provided in each of the two remaining years of the Agreement.

The deduction of two furlough days are projected to save approximately \$1.7 million in fiscal 2012 and result in a net savings of approximately \$800,000 during the three years of the Agreement.

Step	Yearly Salary	FTE's	# Days	Savings
Step 1	\$36,641	38	2	\$15,185.16
Step 2	39,074	16	2	6,818.31
Step 3	41,350	23	2	10,372.22
Step 4	45,617	27	2	13,432.57
Step 5	48,984	27	2	14,424.03
Step 6	52,327	42	2	24,539.34
Step 7	55,662	37	2	22,461.00
Step 8	59,065	48	2	31,564.21
Step 9	62,092	54	2	37,244.91
Step 10	69,064	624	2	476,033.35
Step 11 *	69,764	480	2	369,773.87
Step 12 **	70,736	276	2	216,006.64
Step 13 ***	70,851	185	2	144,496.11
*(15yrs+)		1,875		1,382,351.72
**(20yrs+)			FICA	105,749.91
*** (25yrs+)			Retirement	182,885.13
			Total	\$1,670,986.76

Attendance Bonus:

In the prior contract, an Attendance Bonus of up to five (5) days was paid to any teacher who utilized five or fewer sick days during a work year. The eligibility for the Attendance Bonus has been revised so that the bonus is paid on a sliding basis. More specifically, a teacher can still earn a bonus equivalent to five days, but each sick day utilized during the school year is subtracted from the total number of bonus days paid. For example, a teacher who utilizes two sick days in a school year will be eligible for an Attendance Bonus equivalent to three (3) days.

It is difficult to determine the response and effectiveness of this revised Attendance Bonus, but assuming that the utilization of sick days is identical to last school year, the change to a sliding scale is projected to save approximately \$1.15 million in fiscal 2013 and \$1.2 million in fiscal 2014.

Sick Leave Severance:

Prior to this Tentative Agreement, teachers were not eligible for a sick leave severance payment upon their retirement. This Agreement establishes that any teacher who has been employed by the Providence School Department for a minimum of ten years and has a minimum balance of one hundred (100) sick days in their sick leave reserve are eligible for a sick leave payout upon retirement. Sick days eligible for the Sick Leave Severance payment will be calculated at the Step 1 of the Basic Teacher Salary Schedule, not the teacher's actual daily rate of pay.

Currently, thirty-two (32) teachers are eligible for a Sick Leave Payout upon retirement and would be paid for an average of 140 sick days. Assuming that seventy-five (75%) of these teachers officially declare their intention to retire prior to January 31st, it is projected that the annual cost of sick leave severance pay will be approximately \$425,000.

Across-the-Board-Salary Increases:

Effective the first day of the 2013-14 school year, a three percent across-the-board salary increase will be applied to the Basic Teacher Salary Schedule. An additional a three percent across-the-board salary increase will be applied to the Basic Teacher Salary Schedule effective the last day of the 2013-14 school year.

Based upon the current number of full-time teachers (1,875), it is projected that the first three-percent (3.0%) increase will result in additional salary costs of approximately \$3.8 million in fiscal 2014. The second three-percent (3.0%) salary increase, which is effective the last day of the school year, will not have a financial impact in fiscal year 2014 but will result in additional salary costs of approximately \$4.1 million in the following fiscal year (2015).

Health Benefit Co-shares:

Effective in the 2012-13 school year, annual medical co-share payments will increase as shown below.

Coast-to-Coast (Teachers hired prior to 9/1/2004)		
<u>Work Year</u>	<u>Family</u>	<u>Individual</u>
9/1/11 - 8/31/12	\$937.00	\$355.00
9/1/12 - 8/31/13	\$2,046.07	\$779.43
9/1/12 - 8/31/13	\$2,318.88	\$883.35

Plan 750 (Teachers hired effective 9/1/2004 and after)		
<u>Work Year</u>	<u>Family</u>	<u>Individual</u>
9/1/11 - 8/31/12	\$2,316.00	\$867.00
9/1/12 - 8/31/13	\$2,559.00	\$958.00
9/1/12 - 8/31/13	\$2,900.00	\$1,086.00

It is projected that the increased medical co-shares will result in savings of approximately \$565,000 in fiscal 2013 and approximately \$1.2 million over the period of this Agreement.

Professional Development Stipends:

In the prior contract, PTU members were compensated for Professional Development (PD) at hourly rate based upon the teacher's daily rate of pay. This Agreement changes compensation for PD to a hourly rate of \$40 for all members. It is projected that the change will save approximately \$1.6 million in fiscal 2012 and \$4.8 million over the period of the Agreement.

Union Health & Welfare Trust Fund:

The School Department's contribution to the "Union Health & Welfare Trust Fund" effective September 1, 2012 will increase from \$3.55 to \$4.05 per week for each regular teacher and Long-Term Substitute (LTS) and will increase again effective September 1, 2013 from \$4.05 to \$4.55. It is projected that this increase will result in additional costs of approximately \$49,000 in fiscal 2013 and \$99,000 in fiscal 2014.

Extended Work Day:

The PTU has agreed to extend the work day by five minutes in each year of this Agreement without additional compensation for its members. It is projected that this additional time would cost the School Department \$2.4 million in fiscal 2012 and a total of \$14.7 million over the period of the Agreement.

No Layoff Provision:

A new layoff provision has been included in this Agreement. Specifically, this new provision prohibits the School Board from the laying off or terminating PTU members for financial reasons. This new provision removes an option the School Board had available to balance future budgets and could result in the establishment of a new pool of displaced teachers.

The Rhode Island Department of Education (RIDE) is expected to identify more Providence schools as "Persistently Lowest-Achieving" (PLA). Additional federal funds are available to a PLA-designated school. The designated school must undergo an improvement or corrective plan, and there are four School Reform Models (Turnaround Model, Restart Model, Transformation Model and School Closure) available for each PLA school to choose. Dependent upon the Reform Model chosen, there could be teachers displaced from the PLA school. For example, the Turnaround Model requires that no more than fifty percent (50%) of the teachers currently at a PLA-designated be rehired. The Turnaround Model would likely result in new teachers being hired and a number of the teachers who worked at that PLA school being displaced at the beginning of the new school year.

It is unclear as to whether this layoff provision will prohibit the School Department from laying off teachers who were displaced from a PLA school. If layoffs in such instances are prohibited, the end result of this process will likely be a new pool of displaced teachers being maintained within the School Department. It is not possible at this time to quantify the future projected cost to the School Department, but dependent upon RIDE's designation of additional PLA schools, the Reform Model chosen, and the movement of currently employed teachers from and to these schools, the total cost of a new pool of teachers could be significant.

Description	Fiscal Year			Total	2012-2014
	2012	2013	2014		
Substitute Teacher Compensation	\$2,633,545	\$2,633,545	\$2,712,352	\$7,979,643	
Substitute Teacher Health Benefits	\$532,875	\$559,519	\$587,495	\$1,679,888	
Step Increase Freeze	\$1,934,080	\$1,934,080	\$2,011,443	\$5,879,603	
12-Step Teachers Basic Salary Schedule	\$0	\$799,020	\$830,981	\$1,630,001	
Longevity Deferral	\$1,381,089	(\$690,545)	(\$690,545)	\$0	
Furlough Days	\$1,670,987	(\$435,168)	(\$435,168)	\$800,651	
Attendance Bonus	\$0	\$1,115,000	\$1,159,600	\$2,274,600	
Sick Leave Severance	\$0	(\$425,000)	(\$425,000)	(\$850,000)	
Across-the-Board Salary Increase	\$0	\$0	(\$3,817,263)	(\$3,817,263)	
Health Benefits Employee Co-Shares	\$0	\$564,610	\$592,841	\$1,157,451	
Professional Development Stipends	\$1,600,000	\$1,600,000	\$1,600,000	\$4,800,000	
Union Health & Wellness Fund	\$0	(\$49,400)	(\$98,900)	(\$148,300)	
Transportation Savings (Bell Time)	\$100,000	\$100,000	\$100,000	\$300,000	
Annual Savings	\$9,852,576	\$7,705,662	\$4,128,035	\$21,686,274	
Cumulative Savings		\$17,558,238	\$21,686,274		
Increasing School Day 5 minutes/year	\$2,376,799	\$4,884,052	\$7,466,522	\$14,727,373	
<p>* The administration included a reduction of a net fifty-five (55) PTU positions from the end of the 2010-11 school year to the current school year. This reduction of positions is projected to save approximately \$5.6 million in the fiscal 2012. While the administration's information was confirmed during the process of reviewing this Agreement, the savings were not included in this report because the reduction of positions is not a direct result of the TA.</p>					



CITY OF PROVIDENCE

Angel Taveras, Mayor

September 13, 2011

Councilman John Igliazzi,
Chairman, Committee on Finance
C/O City Clerk's Office
Providence City Hall
Providence, R.I. 02903

Dear Chairman Igliazzi:

For your consideration is the fiscal note pertaining to the proposed changes to the Providence Teachers Union (Local 958) contract. The City expects to realize approximately \$54,949,840 in reduced expenditures for the duration of the contract period. This new contract covers the period September 1, 2011 through August 31, 2014. Approximately 1,879 full time and 200 substitute teachers are members of this agreement. The substantive changes in the contract can be categorized within the following five areas; number of employees, wages and other benefits, health benefits, transportation and an extended work day.

Employee Reductions

- Employee retirements and resignations, net of external hires total fifty-five. This results in a savings of \$5.6M for FY 2012 and all subsequent years.

Wages and Other Benefits

- Substitute teacher compensation will be reduced from the teacher's daily rate of pay to \$150 or \$200 per day. \$150 per day will be used for the first year of district employment and \$200 per day for each subsequent year of service. This results in a savings of \$3.6M for FY 2012 and all subsequent years.
- The union has agreed to no step increases in FY 2012. This will save \$1.9M in FY 2012 and all subsequent years.

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- The sick bonus paid to teachers changed from five days of additional pay to up to five days depending on the number of sick days used. See schedule below:

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

- Upon retirement, eligible teachers shall now be paid for unused sick leave days in accordance with the following schedule.

<u>% of Payment</u>	<u>Date of Retirement Notice</u>	<u>No. of Sick Days Utilized During Last Year of Service</u>
50% of unused sick leave	January 31st	10
25% of unused sick leave	After January 31st but prior to last day of school	20

- Payment will be based on the first step of the Basic Teacher Salary Schedule. The net savings for the new sick leave bonus schedule combined with the cost of the sick leave payout for new retirements is \$731K for FY 2013 and each subsequent year.
- The union has agreed to change teacher steps from a ten step schedule to a twelve step schedule. The new schedule will be implemented in FY 2013, saving \$1.6 million over two years.
- The union has agreed to take two furlough days in FY 2012. The net savings over the term of the contract is \$830K.
- The union has agreed to take a one year longevity deferral in FY 2012. The savings in FY 2012 is \$1.4M but \$0 over the three years.

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- In FY 2014 wages will increase three percent on the first day of work and three percent on the last day of work. The total cost is \$3.8M.
- The union has agreed to change the compensation paid for professional development to go from the teacher's daily rate of pay to \$40 per hour. The total savings is \$4.8M.
- Increases paid to the health and wellness fund are \$148K over the term of the contract.

Health Benefits

- Healthcare employee contributions increase \$0 in first year but \$1.2M over three years. Below is a schedule reflecting the employee contributions over the life of the contract:

Employees hired prior to September 1, 2004

School Year 2012		School Year 2013		School Year 2014	
Individual	Family	Individual	Family	Individual	Family
<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>
867	2,316	958	2,559	1,086	2,900

Employees hired effective September 1, 2004 (Plan 750)

School Year 2012		School Year 2013		School Year 2014	
Individual	Family	Individual	Family	Individual	Family
<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>	<u>Plan</u>
355	937	779	2,046	883	2,319

Transportation

- Bell time changes agreed to by the union saved \$100K. Early dismissal will no longer be used for common planning time saving an additional \$234K.

Extended Work Day

- The union has agreed to a progressive five minute increase to the work day each year for three years. The additional fifteen minutes is worth \$14.7M over three years (not a budget savings).

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The following table summarizes the savings and costs of the agreement:

<u>PTU Savings Category</u>	<u>Year 1</u> <u>(11/12)</u>	<u>Year 2</u> <u>(12/13)</u>	<u>Year 3 (13/14)</u>
Substitute Salary Change	3,554,175	3,554,175	3,554,175
Reduction of 55 positions,	5,610,000	5,610,000	5,610,000
Sick Leave Sliding Bonus w/payout	0	731,000	731,000
Freezing Steps	1,934,080	1,934,080	1,934,080
Changing to 12 steps	0	799,020	838,862
2 Furlough Days	1,700,000	(435,168)	(435,168)
Longevity one year freeze	1,381,089	(690,454)	(690,454)
Salary Increase	0	0	(3,817,263)
Change in PD rate (Fed funds)	1,600,000	1,600,000	1,600,000
Health and wellness Fund	0	(49,400)	(98,800)
Healthcare EE Contribution - 15% year 2 ,17% year 3	0	564,610	596,829
Bell time changes	100,000	100,000	100,000
One Year Savings	15,879,344	13,717,863	9,923,260
Cumulative Savings		29,597,207	39,520,467
Total Projected Fiscal Note Savings FY 12-14			39,520,467

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Other Savings Derived From PTU Members			
Discontinue Early Release	234,000	234,000	234,000
One Year Savings	16,113,344	13,951,863	10,157,260
Cumulative Savings		30,065,207	40,222,467
Total District Budgetary Savings FY 12-14			40,222,467
Non Cash Savings Derived From PTU Members			
Increase the school day 5 minutes over the next three years (15 minutes in total)	2,376,799	4,884,052	7,466,522
One Year Savings	18,490,143	18,835,914	17,623,782
Cumulative Savings		37,326,057	54,949,840
Total Savings Credited To PTU Members			54,949,840

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

Respectfully Submitted;

Michael D Amico
Director of Administration

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