

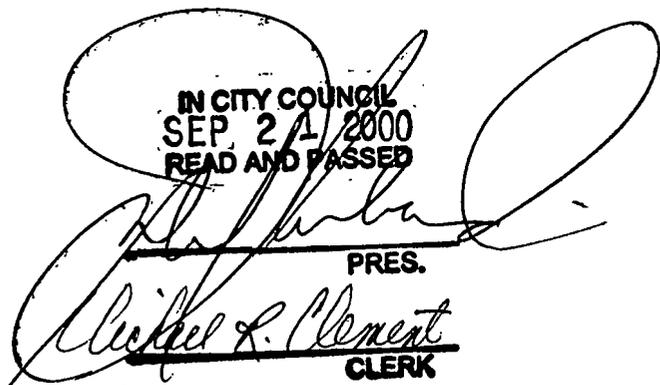
# RESOLUTION OF THE CITY COUNCIL

No. 651

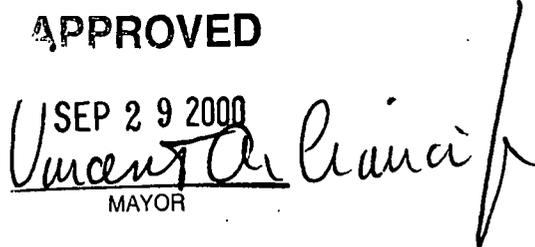
Approved September 29, 2000

Resolution, Together with accompanying copy of Collective  
Bargaining Agreement by and between the Providence School Board and the  
Providence Teachers Union, AFT, Local 958.

IN CITY COUNCIL  
SEP. 21 2000  
READ AND PASSED

  
PRES.  
Michael R. Clement  
CLERK

APPROVED

SEP 29 2000  
  
MAYOR

VINCENT A. CIANCI, JR.  
Mayor

Providence  
Schools  
*OUR SCHOOLS. OUR FUTURE.*

SCHOOL BOARD

To: Michael Clement  
City Clerk

From: Gertrude F. Blakey  
School Board President

Date: June 8, 2000

Re: Materials for City Council Meeting

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Pursuant to Article 7-2 of the Providence Teachers Union contract the School Board and the Teachers Union have completed the review of said contract and agreed upon the revisions.

That document is now ready for ratification by the Providence City Council.

Attached please find all materials necessary to place on the agenda for the City Council meeting of June 15, 2000.

cc  
School Board  
Superintendent

Enclosures:  
Resolution 5-40-00  
Resolution 5-41-00  
PTU Contract Document

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CLERK  
PROVIDENCE, R.I.  
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JUN 9 11 30 AM '00

THE COMMITTEE ON  
Finance - Public Hearing  
Recommends

9/11/00 CLERK

THE COMMITTEE ON  
Finance  
Recommends - Passage  
Ann M. Stetson  
9-14-00 CLERK

THE COMMITTEE ON  
Finance  
Recommends - Be Continued  
Ann M. Stetson  
8-23-00 CLERK

IN CITY COUNCIL  
JUN 15 2000  
Resolved and Referred  
to the Committee on Finance  
Michael S. Clement CLERK

Communication

CITY OF PROVIDENCE

SCHOOL BOARD

No. 5-41-00

RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE SIX MEMBER TASK FORCE ESTABLISHED IN ACCORDANCE WITH ARTICLE 7-2 OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PROVIDENCE SCHOOL BOARD AND THE PROVIDENCE TEACHERS UNION, AFT. LOCAL 958

PRESENTED By Superintendent Diana Lam

TO THE HONORABLE SCHOOL BOARD OF THE CITY OF PROVIDENCE

WHEREAS, Resolution 5-40-00 (attached) adopted by the School Board on May 31, 2000 contained inaccurate health benefits information language not mutually agreed upon by both the Providence School Board and the Providence Teachers Union; and

WHEREAS, The Agreement entered into the 24<sup>th</sup> day of May 1999 between the City of Providence School Board and the Providence Teachers Union, AFT, Local 958, ratified by the Providence City Council on August 26, 1999, contained Article 7-2 which stated:

"The Providence Teachers Union and the Providence School Board will establish a six-member task force comprised of three members selected by the Union President and three members selected by the Superintendent of Schools for the purpose of reviewing the entire Collective Bargaining Agreement (including all Appendices) and preparing a written report containing its recommendations to the Providence Teachers Union and the Providence School Board no later than October 1, 1999. Upon adoption by the parties and ratification by the Providence City Council, the Updated document will be printed and distributed without containing the within Article 7-2 which shall be deleted from the Collective Bargaining Agreement" and;

WHEREAS, The six member task force has completed its review and has submitted its report to both the Providence School Board and the Providence Teachers Union.

NOW, THEREFORE, BE IT RESOLVED, That the Providence School Board adopts the Collective Bargaining Agreement as revised and forwards to the Providence City Council for ratification.

June 9, 2000

CITY OF PROVIDENCE

SCHOOL BOARD

No. 5-40-00

RESOLUTION ADOPTING THE RECOMMENDATIONS OF THE SIX MEMBER TASK FORCE ESTABLISHED IN ACCORDANCE WITH ARTICLE 7-2 OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE PROVIDENCE SCHOOL BOARD AND THE PROVIDENCE TEACHERS UNION, AFT, LOCAL 958 AS REVISED AND WITH UP TO DATE REPLACEMENT ATTACHMENT FOR APPENDIX C-1

PRESENTED by Diana Lam

TO THE HONORABLE SCHOOL BOARD OF THE CITY OF PROVIDENCE

WHEREAS, the Agreement entered into the 24<sup>th</sup> day of May 1999 between the City of Providence School Board and the Providence Teachers Union, AFT, Local 958, ratified by the Providence City Council on August 26, 1999, contained Article 7-2, which stated:

“The Providence Teachers Union and the Providence School Board will establish a six member task force comprised of three members selected by the Union President and three members selected by the Superintendent of Schools for the purpose of reviewing the entire Collective Bargaining Agreement (including all Appendices) and preparing a written report containing its recommendations to the Providence Teachers Union and the Providence School Board no later than October 1, 1999. Upon adoption by the parties and ratification by the Providence City Council, the updated document will be printed and distributed without containing the within Article 7-2 which shall be deleted from the Collective Bargaining Agreement.” And;

WHEREAS, the six member task force has completed its review and has submitted it's report to both the Providence School Board and the Providence Teachers Union,

NOW, THEREFORE, BE IT RESOLVED THAT the Providence School Board adopts the Collective Bargaining Agreement as revised and forwards to the Providence City Council for ratification.

May 31, 2000

## AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this \_\_\_ day of \_\_\_\_\_, 2000 by and between the School Board of the City of Providence (hereinafter referred to as 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).

### PREAMBLE

Whereas, the School Teachers' Arbitration Act (Chapter 9.3 of the Acts of 1966 of the State of Rhode Island, amending Title 28 of the General Laws), accords to certified public school teachers the right to organize, to be represented, to negotiate professionally and to bargain on a collective basis with school committees covering hours, salary, working conditions and other terms and conditions of professional employment, and

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

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

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

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

### ARTICLE 1 UNION RECOGNITION AND JURISDICTION

#### 1-1 Union Recognition

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

#### 1-2 Jurisdiction

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

### ARTICLE 2 DEFINITIONS

#### 2-1 Definitions

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

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

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

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

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

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

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

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

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

A per-diem substitute teacher will become a "long-term substitute teacher" when said per-diem substitute teacher works in excess of 68 days in one semester for the same absent teacher. A per-diem substitute teacher who is substituting for different absent teachers on a day-to-day basis will become a "long-term substitute teacher" when said per-diem substitute teacher has worked 135 days in a school year.

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

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.

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

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

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

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

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

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

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

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

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

"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, 5-6.4 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 judgement to be made by the Superintendent. Any teacher who terminates his/her employment with the Providence School Department shall not be credited, for seniority purposes only, with any years of teaching service prior to said termination.

### ARTICLE 3 SALARY AND RATES OF PAY

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

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

- a) travel for teachers duly authorized to use their own vehicles. (B-1)
- b) extra-curricular activities. (B-2)
- c) school psychologists, teachers of special education, ESL teachers, bilingual teachers, department heads in high schools, head counselors of guidance in middle schools, vocational department heads, department chairpersons in high schools and middle schools, athletic directors and coaches. (B-3, B-5, B-6, B-7, B-9)

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- d) work beyond the school year and school day. (B-4)
- e) Summer, Before and After School, Evening School and In-service programs. (B-8)
- f) Assisting at athletic events. (B-10)
- g) Reimbursement for accredited courses approved in advance by the Superintendent. (B-11)

**3-3** All teachers on the salary schedule shall be paid on a pro-rated bi-weekly basis every second Friday with the first payroll check to be given to teachers on the second Friday after the teacher work year begins and the last payroll check to be given to teachers on the last day of the teacher work year. Any teacher who is absent in June and whose absence necessitates an adjustment to be made from his/her final paycheck may have his/her final check withheld and paid to him/her no later than ten (10) days after the last teacher work day. Teachers shall have the option to continue to have their check forwarded to banks which participate in a payroll program provided written authorization is given to the School Department by the teachers. This authorization shall remain in full force and effect until this authorization is revoked by the teacher in writing.

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

#### ARTICLE 4 SICK LEAVE

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

All regularly appointed teachers shall earn full-pay sick leave as follows: Each teacher shall be credited with twenty (20) 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) 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) 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 five (5) 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 provided that the opinion of such physician shall not be conclusive.

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

When the days of sick leave at full-pay have been exhausted, teachers covered under Section 4-1 shall be entitled to half-pay sick leave allowance as follows:

**4-2.1** When such teacher exhausts his/her sick allowance at full-pay he/she shall receive for subsequent absences one-half of his/her salary for periods amounting to not more than twenty (20) days in the first year of service, with the addition of eight (8) days for each additional year of service; provided, however, that the amount of such absence with half-pay shall not exceed two hundred (200) half days within any two (2) successive school years.

**4-2.2** In cases where the amount of absences with half pay of such teachers as are covered under section 4-2 reaches two hundred (200) days within two (2) successive school years, there shall be no further allowance for absence due to illness until such teacher (1) presents a doctor's certificate stating that he/she is able to perform regular service, and

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(2) renders service for the greater part of each of two (2) consecutive payroll periods following which he/she shall be entitled to full-pay sick leave pro-rated as provided in section 4-1 above, and he/she shall be credited with two (2) days at half-pay at the beginning of each month, and FURTHER, at the expiration of the eleventh month and providing the teacher has rendered regular service for the greater part of the eleventh month he/she shall have restored to him/her the full number of half-day allowances he/she had accumulated prior to his/her protracted illness after which his/her normal annual half-day allowances shall be resumed.

**4-2.3** The annual increment of such teacher who has been absent due to illness for 135 or more days in his/her work year shall be withheld until such time as the teacher serves at least 135 days in his/her work year. Normal increment shall be restored thereafter, and FURTHER, any increments that have been withheld due to illness shall be restored at the rate of one (1) increment every two (2) years commencing one (1) year after resumption of his/her regular increments.

**4-3 Accumulated Sick Leave Balances**

All regularly appointed teachers shall have the full days and half-days sick leave provided in sections 4-1 and 4-2 hereinabove added to any accumulated balance now held by the teacher, except that no teacher shall accrue more than one hundred (150) full pay-sick leave days and two hundred (200) half-pay sick leave days.

**4-4 Sick Leave Reserve**

Teachers on sick leave shall have charged against their accumulated sick leave reserve only those days of absence which 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.

**4-5** A teacher who improperly utilizes sick leave may be disciplined only if:

1. The Board has made a fair and objective investigation and said investigation produced substantial evidence or proof that the teacher is improperly utilizing sick leave, and;
2. The teacher has been warned in writing of the consequences and has been provided in writing with said substantial evidence or proof\*, and;
3. Warnings and discipline are applied equitably, fairly, impartially, and without discrimination, and;
4. The discipline is reasonable and is related to the seriousness of the matter and to the past record and conduct of the teacher, and;
5. Further, nothing herein shall be construed as denying the teacher the right to file a grievance pursuant to the terms and provisions of Article 17 of this Agreement.

\* Substantial evidence or proof shall include significant patterns of unexplained and unsupported absences inclusive of such patterns as the Monday and/or Friday syndrome and/or the day before and /or the day after the holiday syndrome. Said substantial evidence or proof shall not include any information or records before the first school day in the (1973-1974) school year. It is not required that the evidence be preponderant, conclusive, or "beyond reasonable doubt" except where the alleged abuse is of such a criminal or reprehensible nature as to stigmatize the teacher and seriously impair his/her chances for future employment.

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

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

**4-8** Any teacher who utilizes no more than five (5) sick days during a work year (including both sick leave reserve

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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. All unused sick leave (minus the five (5) days pay) shall be credited to the teacher's sick leave bank.

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

To be eligible to use Emergency Sick Leave Bank time:

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

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

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

It shall be the Committee's responsibility to manage the Emergency Sick Leave Bank and, among other things, determine the appropriate level of accumulated days necessary to remain in the bank in order for the Bank to be viable. Should the accumulation of days in the bank fall below a minimum level which the Committee deems necessary to effectively administer the Bank, the Committee may request Bank members to make an additional contribution. Where an additional contribution is requested, each member of the Bank wishing to retain membership shall assign the required number as determined by the Committee. Where a member of the bank wishes to retain membership, but has exhausted his/her full pay sick leave and is unable to make the necessary required contribution, said member shall either assign an equivalent amount of full pay sick leave, or if such full pay sick leave is not available, said member shall assign such additional half pay sick leave days as of the date on which said member next accrues sick leave in

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a sufficient quantity to make the donation.

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

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

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

## ARTICLE 5 LEAVES OF ABSENCE

### 5-1 Full-Pay Leaves

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

5-1.1 For his/her own graduation scheduled during the school day - one (1) day. Written notice must be submitted to the Office of Human Resources not less than two (2) school days prior to the graduation or leave will be withheld.

5-1.2 For his/her own wedding - two (2) days. These days are limited to those school days immediately preceding, during or following the day of the wedding.

5-1.3 For religious observance - three (3) days.

5-1.4 For a teacher selected by the Union to serve as a delegate to a meeting of the AFL-CIO or any of its affiliates - not to exceed five (5) days per year.

5-1.5 For personal business - two (2) days. As to the number of personal leaves immediately preceding or immediately succeeding the Christmas, Mid-Winter and Spring recesses, no more than 8% of the teachers with the system shall utilize this provision on a first come first serve basis.

The Superintendent may grant leaves to teachers at full pay within a school year as follows; however, such leave shall not be unreasonably withheld.

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

5-1.7 For his/her out-of-state graduation - up to three (3) days.

5-1.8 For visiting schools - one half day (.5) in each term or one (1) full day per year.

5-1.9 The Superintendent may grant an additional three (3) days for personal business at the request of the teacher and each request shall receive individual consideration by the Superintendent.

### 5-2 Half-Pay Leaves

The Superintendent may grant leave to teachers at half pay as follows: however, such leave shall not be unreasonably withheld and shall be limited to not more than a total of two (2) days in any payroll month.

5-2.1 To attend funerals. (Outside the provisions of Section 5-3)

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5-2.2 To attend weddings.

5-2.3 To attend graduation exercises other than his/her own.

5-2.4 For any other reason judged to be related more to the teacher's work than to personal interests.

5-2.5 Requests for the above absences must be filed a minimum of three (3) days prior to the anticipated absence, except in emergencies, or full pay will be deducted.

**5-3 Bereavement Leaves**

A teacher may be absent for five (5) consecutive school days without loss of pay in the case of the death of a father, mother, brother, 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, the Office of Human Resources shall notify the Union Office by telephone when a teacher or school administrator commences bereavement leave or upon the death of a teacher or administrator.

**5-4 Sabbatical Leave**

The Superintendent shall grant a sabbatical leave of absence for study or independent research for one (1) year at half pay or for one-half year at full pay less \$55 per day 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.

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 receiving such leave must undertake a program of studies approved by the

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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 receiving 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 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.

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

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

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

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

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

#### **5-6 Leave Without Pay**

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

5-6.1 For personal reasons, up to one (1) year, not renewable excepting by approval of the Board, excepting the Superintendent may approve a leave not exceeding five (5) years for employment in a governmental agency or in employment which will be of definite benefit for the Providence School Department. Additional time may be granted at the discretion of the Superintendent of Schools.

5-6.2 For teaching in the Armed Forces Dependent Schools, with a two (2) year limit. Such teaching shall establish service credit as outlined in Section 5-5.1.

5-6.3 For Exchange Teaching, Peace Corps, and Teacher Corps, each teacher who has completed three (3) years of service may be granted upon request a leave of absence not to exceed two (2) years. For service as an exchange teacher, regular salary shall be paid to the teacher if the exchangee's counterpart receives his/her salary from his/her own school department. Such exchange teaching shall establish service credit as outlined in Section 5-5.1.

5-6.4 Each teacher may be granted upon his/her request a one (1) year leave of absence for study, without pay, after three (3) years of service in the Providence Public Schools.

#### **5-7 Leave for Union Service**

Teachers not in excess of four (4) who are officers of the Union or who are appointed to its staff may seek and

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

#### 5-8 Military Leave

5-8.1 The Superintendent, upon prior notification, shall grant a leave for military service without pay for the duration of compulsory service or for the period of one (1) regular enlistment. Upon termination of such military service the teacher shall be entitled to service credit as outlined in Section 5-5.1.

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

#### 5-9 Government Tests

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

#### 5-10 Court Service

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

#### 5-11 Quarantine

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

#### 5-12 Parental/Adoptive Leave

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

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

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

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

At the expiration of a leave, the teacher shall be reinstated with all rights and benefits accorded to a teacher on a no-pay leave. A teacher on leave shall have the option to retain her Comprehensive Medical Coverage and riders

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as outlined in Appendix C. Teachers electing the option shall reimburse the Providence School Department on a monthly basis for the premium at the Providence Teachers' group rate.

**5-13 Teacher Placement Following Leave**

A teacher granted a leave of absence with pay for two (2) years or less or a teacher on sick leave who has not exhausted his/her sick leave benefits shall not relinquish his/her right to the specific assignment held at the time that his/her leave was granted. A teacher hired or reassigned to replace such a teacher on leave with pay or on sick leave shall be notified upon his/her appointment or placement or both that he/she may be required to relinquish this position when said teacher returns to the Providence School System.

A teacher granted a leave of absence without pay shall be reinstated at the termination of his/her leave. Such teacher shall be given preference to the specific assignment he/she held at the time his/her leave was granted, if available. In no case shall any substitute teacher replacement be retained for such specific assignment.

**5-14 Delegation of Authority**

All requests for leaves shall be transmitted to the Superintendent or his/her designee. Simultaneously, a copy of each request for long-term leave shall be furnished the appropriate superior of the teacher. The Superintendent or his/her designee shall act on all matters pertaining to such leaves.

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

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

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

**6-1 Job Connected Injury**

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

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

The Board shall have the right to require medical examination by its own physician provided that the opinion of such physician shall not be conclusive.

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

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

If a teacher continues to be unable to perform his/her regular duties after he/she has exhausted his/her non-accumulated ninety (90) full-pay leave days as provided herein, said teacher should he/she continue to be unable to perform his/her regular duties shall have the option to utilize his/her accumulated full-pay sick leave reserve days he/she is entitled under Article 4, Section 1 entitled "Full-Pay Sick Leave" or elect to take Workers' Compensation, if qualified.

If the teacher elects to utilize his/her accumulated full-pay sick leave-reserve days and exhausts said days, the

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teacher if he/she continues to be unable to perform his/her regular duties may elect to utilize his/her accumulated one-half pay sick leave days under Article 4, Section 2 entitled "Half-Pay Sick Leave" or elect Workers' Compensation, if qualified.

Should the teacher elect to utilize his/her accumulated one-half pay sick leave-reserve days and the teacher exhausts said days and continues to be unable to perform his/her regular duties, said teacher shall have the right to elect Workers' Compensation, if qualified.

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

A member of the bargaining unit shall be granted full-pay leave, without loss of pay, for absences caused by injuries resulting from an assault and/or battery sustained by a teacher arising out of and in the course of his/her employment provided that the Superintendent is notified in writing as soon as possible but not later than five (5) days from the date of the alleged assault and/or battery unless the extent of the resulting injury prevents such notification.

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

The Board shall have the right to require medical examination by its own physician provided that the opinion of such physician shall not be conclusive.

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

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

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

If the teacher elects to utilize his/her accumulated full-pay sick leave-reserve days and exhausts said days, the teacher if he/she continues to be unable to perform his/her regular duties, may elect to utilize his/her accumulated one-half pay sick leave days under Article 4, Section 2 entitled "Half-Pay Sick Leave" or elect Workers' Compensation, if qualified.

Should the teacher elect to utilize his/her accumulated one-half pay sick leave-reserve days and the teacher exhausts said days and continues to be unable to perform his/her regular duties, said teacher shall have the right to elect Workers' Compensation, if qualified.

**6-3 Expenses**

Teachers covered under Sections 6-1 and 6-2 shall be indemnified by the Board by continuous Comprehensive Medical Coverage as provided in Appendix C and all medical expenses in excess of Comprehensive Medical Coverage as stated herein and by provision of the legal services of the City Solicitor's office.

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

**6-5 Workers' Compensation**

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

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benefits.

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

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

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

**ARTICLE 8  
WORKING CONDITIONS**

**8-1 Class Size**

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

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

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

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

**8-1.3 Special Education Teachers**

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

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

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

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of Article 8-1.

**8-1.5 Class Size Monitoring**

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

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

**8-2 Lunch Period**

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

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

**Elementary and Middle Schools:**

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

**Senior High Schools:**

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

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

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

**8-3.2 Data Processing**

The Board will continue the use of data processing methods and procedures in the following areas:

1. Scheduling
2. Census
3. Report Cards
4. Deficiencies
5. Inventories
6. Permanent Records for graduates and dropouts
7. Testing
8. Attendance Registers

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

**8-4 Unassigned Periods**

Teachers shall have unassigned periods as follows:

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**8-4.1 Elementary Schools:**

Teachers shall have at least one (1) thirty (30) minute unassigned period per day.

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

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

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

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

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

**8-4.6** In the event that it is necessary to establish one or more additional teaching periods in a department certification area in a school an exception will be made to Article 8-7 and Article 15-1.3 provided that:

1. Teachers shall indicate on their programming preference sheets that are returned by May 1 of each year whether they wish to teach during their unassigned period during the subsequent school year; and
2. 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 14; and
6. No part-time teacher is available.
7. The Union is notified of each 6<sup>th</sup> period assignment prior to the start of each assignment.

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

**8-5.1** The 1999/2000 school year shall be 182 days.

The 1999/2000 school year is contained in Appendix D.

The 1999/2000 teacher work year shall be 186 days. Students shall be in attendance for 182 days. There shall be one (1) day of teacher orientation which shall be the day preceding the opening of schools. There shall be two and one-half days (2.5) to be used for staff development and the equivalent of one-half day (.5) to be used for one (1) evening meeting devoted to parent/teacher conferences. The 186 day schedule is contained in Appendix D.

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Effective the 1999/2000 school year, teachers shall be paid at a daily rate of 1/181 of their salary as set forth in Appendix A. For purposes of retirement, the school year shall be one hundred eighty-six (186) days and a teacher's annual gross salary shall include all pay received for said one hundred eighty-six days.

For 230 day teachers, attendance at the two and one-half (2.5) days of staff development is voluntary while attendance is mandatory for the equivalent of one-half (.5) day to be used for parent/teacher conferences.

The intent and application of this section as to the 1999/2000 school year shall be such that teachers shall be paid their salaries as set forth in Appendix A and, in addition thereto, 5/181 of their said salary schedule as set forth in Appendix A.

The 2000/2001 school year shall be 182 days.

The 2000/2001 school year is contained in Appendix D.

The 2000/2001 teacher work year shall be 187 days. Students shall be in attendance for 182 days. There shall be one (1) day of teacher orientation which shall be the day preceding the opening of schools. There shall be three and one-half days (3.5) to be used for staff development and the equivalent of one-half day (.5) to be used for one (1) evening meeting devoted to parent/teacher conferences. The 187 day schedule is contained in Appendix D.

Effective the 2000/2001 school year, teachers shall be paid at a daily rate of 1/183 of their salary as set forth in Appendix A. For purposes of retirement, the school year shall be one hundred eight-seven (187) days and a teacher's annual gross salary shall include all pay received for said one hundred eighty-seven (187) days.

For 230 day teachers, attendance at the three and one-half (3.5) days of staff development is voluntary while attendance is mandatory for the equivalent of one-half (.5) day to be used for parent/teacher conferences.

The intent and application of this section as to the 2000/2001 school year shall be such that teachers shall be paid their salaries as set forth in Appendix A and, in addition thereto, 4/183 of their said salary schedule as set forth in Appendix A.

8-5.2 Teachers will be required to be in attendance in their respective schools during the school day only in accordance with the following time schedule:

### SCHOOL DAY DEFINED

#### Elementary Schools - 9:15 a.m to 2:45 p.m.

Asa Messer	Asa Messer Annex
Broad Street	Camden Avenue
Carl G. Lauro (8:15 - 1:45)	Edmund W. Flynn
Edmund W. Flynn Annex	Mandela Woods
Southside	Robert Bailey
Fortes (8:15 - 1:45)	Vartan Gregorian
George J. West	Laurel Hill Avenue
Laurel Hill Annex	Lima (8:15 - 1:45)
Martin Luther King	Windmill Street Annex
Mary E. Fogarty	Pleasant View (8:45 - 2:15)
Reservoir Avenue	Robert F. Kennedy
Sackett Street	Springfield
Veazie Street	Veazie Street Annex I
Veazie Street Annex II	West Broadway
Webster Avenue	William D'Abate
Windmill Street	

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**Middle Schools - 8:15 a.m. to 2:15 p.m.**

Esek Hopkins  
Roger Williams  
Springfield I and II  
Times<sup>2</sup>  
Nathanael Greene

Oliver Hazard Perry  
Samuel W. Bridgham  
Gilbert Stuart  
Nathan Bishop

**Senior High Schools - 8:30 a.m. - 2:30 p.m.**

Mt. Pleasant  
Classical  
Feinstein  
Birch Vocational Program  
Chamber

Central/Hanley  
Hope  
Occupational Ed. Program  
Prov. Mall Academy  
ALP

The school day as defined herein shall not exceed five (5) hours in the elementary schools and shall not exceed five and one-half (5 ½) hours in the junior high schools, middle schools and senior high schools.

Teachers shall be present at least 15 minutes before the school day begins and shall remain at least 15 minutes after the school day ends unless they are excused by the principal.

**8-5.3** The School calendars for the 1999-2001 school years are set forth in Appendix D and made a part of this Agreement.

**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 Salary and Rates of Pay
- Article 6 Job Connected Injury and Assault and/or Battery
- Article 8 Working Conditions except for 8-4.5
- Article 9 Discipline Code
- Article 10 Teacher Facilities
- Article 16 Teacher Meetings
- Article 17 Grievance Procedure
- Article 18 Union Privileges, Responsibilities, and Activities
- Article 19 Savings Clause
- Article 20 Duration

**Appendix A, Sections:**

- A-1 Teachers Basic Salary Schedule
- A-2 Professional Advancement Schedule
- A-3 Longevity Schedule

**Appendix B, Sections:**

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- B-1 Travel Allowance
- B-4 Additional Days Worked
- B-5 School Psychologists
- B-6 Special Education Teachers
- B-7 ESL/Bilingual Teachers

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 4 Sick Leave
- Article 5 Leaves of Absence
- Article 11 Posting and Filling of Other Job Openings
- Article 12 Promotional Positions
- Article 13 Other Job Openings
- Article 15 Teacher Programs
- All of the Appendices

8-6.2 The Board shall employ long-term substitute teachers in such numbers as are need 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 an 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
- Article 5 Leaves of Absence
- Article 6 Job Connected Injury and Assault and/or Battery
- Article 8 Working Conditions except for 8-4.5
- Article 9 Discipline Code
- Article 10 Teacher Facilities
- Article 11 Posting and Filling of Other Job Openings
- Article 12 Promotional Positions
- Article 13 Other Job Openings
- Article 15 Teacher Programs
- Article 16 Teacher Meetings
- Article 17 Grievance Procedure
- Article 18 Union Privileges, Responsibilities, and Activities
- Article 19 Savings Clause
- Article 20 Duration

Appendix A, Sections:

- A-6 Teachers Basic Salary Schedule
- A-2 Professional Advancement Schedule
- A-2.1 National Board Certification
- A-3 Longevity Schedule

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**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
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Appendix Q	Veazie Street School

**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.

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

**8-7 Hiring and Payment of Substitute Coverage**

The Board shall hire substitute teachers to cover assignments of teachers when they are absent. The Board's first priority in every instance of a teacher absence shall be to employ a substitute teacher.

**Elementary Schools**

If the Board has made every effort to hire a substitute teacher, and no substitute teacher is available, the absent teacher's class shall be distributed among other teachers in the school. The Board shall pay the teachers who cover the absent teacher's class at the rate of \$55 per day divided by the fractional part of the absent teacher's class covered.

**Middle Schools and Senior High Schools**

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

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

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

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

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

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

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

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

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

The Board shall not be liable for payment to any teacher who has fewer paid coverages as a result of the application of this section.

When a teacher covers an assignment of an absent teacher, the teacher covering the assignment shall be paid in accordance with the following schedule:

\$10.00 per Classroom or Period Assignment

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

#### 8-7.1 In-School Incentive-Coverage Plan

Elementary, Middle School and High School teachers assigned in-school substitute coverage as provided in Article 8, Section 7 hereinabove when no substitute teacher is available shall be paid according to the following schedule:

- A. Three (3) times the contractual rate as provided in Article 8-7 if the teacher had perfect attendance in the semester or term immediately preceding said in-school substitute coverage. Absences due to bereavement covered by Article 5-3 shall be considered to be days in attendance, leaves only for purposes connected with the welfare of the school covered by Article 5-1.6, military service covered by Article 5-8.2, court service covered by Article 5-10 and

Any absence, including a fractional absence of at least one-half of a school day\* as a result of a teacher leaving school before the end of the school day, except for the reasons as provided hereinabove shall deny a teacher the right to receive three (3) times the contractual rate as provided hereinabove.

- B. Two (2) times the contractual rate as provided in Article 8-7 if the teacher was absent only one (1) day in the semester or term immediately preceding in-school substitute coverage. Absences due to bereavement covered by Article 5-3 shall be considered to be days in attendance, leaves only for purposes connected with the welfare of the school covered by Article 5-1.6, military service covered by Article 5-8.2, court service covered by Article 5-10 and

Any absence of more than one (1) school day, including a fractional absence(s) of at least one-half of a school day\* as a result of a teacher leaving school before the end of the school day, except for the reasons as stated hereinabove shall deny a teacher the right to receive two (2) times the contractual rate as provided hereinabove.

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**NOTE:** The dates on which the contractual rate as provided in Article 8, Section 7 shall be paid will be consistent with past practice. Additional monies due and payable pursuant to Article 8, Section 7.1(A) and 7.1(B) above shall be paid within thirty (30) days of the end of each applicable semester or term.

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

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

One half a school day is defined as follows:

Elementary schools with the day defined as 8:15 a.m. - 1:45 p.m. the half day will be from 8:00 a.m. - 11:00 a.m. or 11:00 a.m. - 2:00 p.m.

Elementary schools with the day defined as 8:45 a.m. - 2:15 p.m. the half day will be from 8:30 a.m. - 11:30 a.m. or 11:30 a.m. - 2:30 p.m.

Elementary schools with the day defined as 9:15 a.m. - 2:45 p.m. the half day will be from 9:00 a.m. - 12:00 noon or 12:00 noon - 3:00 p.m.

Middle schools with the day defined as 8:15 a.m. - 2:15 p.m. the half day will be from 8:00 a.m. - 11:15 a.m. or 11:15 a.m. - 2:30 p.m.

High schools with the day defined as 8:30 a.m. - 2:30 p.m. the half day will be from 8:15 a.m. - 11:30 a.m. or 11:30 a.m. to 2:45 p.m.

#### 8-8 Closing of Schools

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

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

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

#### 8-9 Interdepartmental Communications

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

#### 8-10 Scholarship Standards

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

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

In cases where differences of opinion arise out of the possibility of changing a student's mark and if in the

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

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

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

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

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

**8-11** ~~Interruptions~~

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

**8-12** Curriculum and Textbook Selection

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

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

**8-13** Health and Safety Standards

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

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

**8-14** 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

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tie. The affected teachers and the union representative shall be present.

#### 8-14.2 Portfolio Assessment (Tenured Teachers)

Commencing September 1, 1996, tenured teachers shall be evaluated on a scheduled basis. The schedule shall be constructed by a six (6) member committee. The Superintendent of Schools and two (2) appointees; the Union President and two (2) appointees shall serve on said committee. This committee shall be established no later than November 1, 1995.

Tenured teachers, as designated by the above mentioned 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.

#### 8-14.3 Non-Evaluation Year Intervention

During a teacher's non-evaluation years, the Board acting through the Superintendent or appropriate Assistant Superintendent 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 (Assistant Superintendent).
4. The appropriate Assistant Superintendent 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.

8-14.4 The inter-communication system or any electronic device shall not be used for observation or evaluation.

8-14.5 An unsatisfactory evaluation may be appealed under the grievance procedure.

#### 8-15 Job Descriptions

The Superintendent shall prepare, during the term of this Agreement, job descriptions for all positions, administrative, consultive, and supervisory in nature, which affect teachers. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect the teachers. When teachers are responsible to more than one supervisor, they shall be advised by their principal of the exact division of such responsibility. The job descriptions of these administrative and advisory or consultive positions as they relate to teachers shall be made available to teachers and other members of the staff and shall be posted on the school bulletin board.

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**8-16 School Organization Chart**

The Superintendent shall have posted in each school a school organization chart showing the lines of responsibility and supervision of teachers and administrators in the school and of teachers and administrators coming to the school on a regularly assigned or supervisory basis.

**8-17 Individual Testing**

The School Department shall maintain adequate service for individual testing, psychiatric help and other clinical services on all levels of the school system. All pertinent information available to the school department pertaining to a child for whom a teacher is responsible shall be made available to the teacher upon request except such information considered privileged.

**8-18 Information at the School Level**

**8-18.1** All official circulars pertaining to teachers shall be posted on school bulletin boards and a copy furnished to the Union.

**8-18.2** A copy of current teaching programs, and non-teaching assignments, shall be available at each school.

**8-18.3** Each school shall have an updated copy of policies and by-laws of the Board and Administrative Regulations of the Superintendent and all amendments thereto available to all teachers upon request.

**8-18.4** The daily time schedule shall be posted in September on the school bulletin board.

**8-19 Teacher Personnel File**

**8-19.1** No anonymous letter or materials shall be placed in the teacher's file.

**8-19.2** 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 maker of the file must affix his/her signature to it.

**8-19.3** There shall be no other official personnel file on a teacher except this designated file.

**8-19.4** No matter pertaining to the grievance procedure shall be included in a teacher's official personnel file unless so requested by the teacher. All matters pertaining to a grievance shall be treated as confidential material by the Board and shall not be consulted in decisions regarding re-employment, promotion, assignment or transfer.

**8-19.5** The teacher shall be permitted to examine the materials in his/her official personnel file (except references and information obtained in the process of determining qualifications for initial employment) and to have such material reproduced by the administration at a reasonable cost to the teacher.

**8-20 Special Education Classes**

**8-20.1** Children with a single disability in Special Education classes shall be grouped according to their disability. Children with multiple disabilities shall be placed in accordance with the recommendation of the Director of Special Education.

**8-20.2** Pupils who present severe disciplinary problems impede the educational progress of the entire class. These children should be given every priority in the testing program and every effort shall be made to make an appropriate placement.

**8-21 Class Assignments**

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8-21.1 Teachers who are qualified shall be given opportunity to work with classes of varying achievement levels in accordance with their preference sheets.

**8-22 Immunization Shots**

8-22.1 The board will make available to all teachers, without cost to the teachers, annual immunization shots against influenza, provided the vaccine is available.

8-22.2 Participation in this program shall be voluntary.

**8-23 Liability**

The Board shall satisfy any judgment obtained by a third person in an action against a teacher arising out of a required and authorized activity carried on by the teacher in the performance of his/her duties, except in cases of negligence or willful misconduct of the teacher and provided the Board receives written notice from the teacher within ten (10) days of the incident. The teacher may, at his own expense, engage an attorney to represent him/her in such action.

**8-24 Supplies and Equipment**

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

**8-25 Lesson Plans**

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

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

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

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

**8-26 Dress Code**

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

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

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3. Teachers shall continue to reflect a positive image to the students and community.

**8-27 Fair Discipline Policy**

A teacher may be disciplined for good and just cause and only if said teacher has been provided due process and the penalty is reasonably related to the seriousness of the offense and the past record of the teacher.

**8-28 RI Employees' Retirement System**

WHEREAS, the General Assembly at its January 1983 Session enacted 83-H6042, Substitute A, An Act Relating to the State and Municipal Employees' Retirement Systems; and

WHEREAS, this Act, under the conditions specified therein, permits employing units of cities and towns to pick up and pay employees' contributions which would be payable by teacher members of the Employees' Retirement System of the State of Rhode Island (Chapter 16-16 of the General Laws); and

WHEREAS, the School Board of the City of Providence, Rhode Island is the employer of teachers who participate as members of the Employees' Retirement System of the State of Rhode Island; and

WHEREAS, this School Board deems it desirable to pick up and pay contributions payable by teacher members of the Employees' Retirement System of the State of Rhode Island.

NOW, THEREFORE, BE IT RESOLVED-BY THE School Board of the City of Providence, Rhode Island that effective May 15, 1983, we hereby elect, pursuant to the provisions of 83-H6042, Substitute A, to pick up and pay to the Employees' Retirement System of the State of Rhode Island the contributions which would be otherwise payable to this System by its employees who are members of the System and to treat in all respects such contributions in the manner specified said 83-H6042, Substitute A.

**8-29 Employee Assistance Program**

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

**8-30 Professional Development**

A six (6) member study committee will be established no later than November 1, 1995 comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the Union President for the purpose of developing and implementing a comprehensive plan for professional development. Said study committee will explore various delivery systems and funding sources including but not limited to: Professional Development Schools, the Quest Center Program, the Renaissance Center Concept, the OATS Initiative, the HELP Initiative and the Rhode Island Department of Education Staff Development Effort.

**8-31 School Improvement Team**

**8-31.1** Each school shall have a School Improvement Team made up of teachers, parents, non-certified school personnel, community representatives, students (where age-appropriate) and the building principal.

**8-31.2** School Improvement Team members are volunteers and shall not be compensated for their services.

**8-31.3** School Improvement Teams shall function in accordance with established protocol and by-laws and in accordance with applicable federal, state and local laws; regulations and mandates; and collective bargaining agreements.

**8-31.4** School Improvement Teams may be made up of any number of individuals however the majority of members shall be teachers elected by the faculty of each school. The Union Building Delegate shall automatically serve as a

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teacher member of the School Improvement Team.

**8-31.5** School Improvement Teams may recommend modifications to any collective bargaining agreement. Any modification to the Providence Teachers Union/Providence School Board Collective Bargaining Agreement must have 75% school faculty approval as well as Union/Board approval.

**8-32 Joint Study Committee  
Year Round Schooling**

The parties agree to study the issue of Year Round Schooling for the purpose of identifying ways and means to utilize school buildings to maximum capabilities.

The committee will be comprised of six (6) individuals: three (3) appointed by the Superintendent and three (3) appointed by the Union President.

The committee shall complete its work and submit its report to the Board and the Union no later than February 1, 2000.

**ARTICLE 9  
DISCIPLINE CODE**

**9-1 Discipline Code**

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

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

Principals or persons in charge shall report to the Superintendent and to the Health Administrator all cases of assault and/or battery suffered by teachers on school property or in connection with their employment. In the absence of the principal, the assistant principal or the teacher-in-charge shall have the responsibility to call an ambulance or other rescue facility which may be required. Whenever an alleged assault and/or battery incident occurs involving a faculty member, the teacher shall cooperate with the principal and the Superintendent in the investigation of the incident. In any reported assault and/or batter case, the school department will immediately request the City Solicitor's office to inform the teacher of his/her rights under the law in connection with assault and/or batter and assist the teacher by acting as liaison between the teacher, the police and the courts. The teacher shall be obligated to report all circumstances as soon as possible after the occurrence of the alleged incident.

**ARTICLE 10  
TEACHER FACILITIES**

The Board shall provide the following facilities:

**10-1** A pay telephone booth or a comparable facility for faculty use shall be provided in each school. Every effort shall be made so as to insure privacy.

**10-2** Washrooms for men and women teachers, which are private, clean and comfortable, shall be provided in all schools.

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10-3 A professional library collection for reference and circulation shall be provided in each school.

10-4 An automatic telephone answering service shall be provided which will allow teachers to report their absence at any time up to 6:00 a.m. before the work day begins.

10-5 Each school shall be provided with a clean and comfortable teachers' lounge. Existing lounges in excess of one per school shall remain as presently established.

10-6 Modern audio-visual equipment shall be available for teachers' use in every building. These shall include an adequate supply of films, filmstrips, projectors, tape recorders, record players, overhead projectors and transparencies within a week of requisition.

10-7 All classrooms shall be equipped with adequate electrical outlets in order that audio-visual equipment which is available in the building can be used except where the Board can provide evidence to the Union that the electrical system is inadequate.

10-8 Typewriters and a duplicating machine in each school shall be made available for the use of teachers in preparing instructional materials.

10-9 To the extent possible, teachers shall be provided with off-street parking areas for their automobiles.

10-10 Teachers shall be provided a special lunch area, and when this area is not a regular lunchroom, facilities for warming, refrigerating, and storing food shall be provided.

10-11 Stairs, sidewalks and parking areas shall be free of snow prior to the opening of work to the extent necessary to permit safe access to buildings.

#### ARTICLE 11 POSTING AND FILLING OF OTHER JOB OPENINGS

11-1 When a vacancy occurs, is about to occur, or a new position is created other than positions covered by Article 12 for which additional compensation is provided, the Superintendent or his/her designee shall provide appropriate postings on the same day in every school building.

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 Superintendent 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.

11-3 The notice of the Superintendent shall categorically set forth all qualifications, requirements, certificate requirements, duties, salaries, and other pertinent information for each such position.

11-4 No such vacancy or new position of either temporary or permanent duration shall be filled within ten (10) school days from the date of posting. If a vacancy or new position is to be filled during the summer, said notices shall be mailed to all teachers thirty (30) days prior to the closing date for filling the position or vacancy.

11-5 All applications for such positions shall be in writing and shall set forth the positions for which, and the basis upon which, the applicant solicits consideration. Specific education and/or experience in the area relating to the vacancy or new position shall be mandatory for eligibility.

An applicant must possess the appropriate certificate at the time he/she enters into service in said position if a certificate is required for the position.

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

11-7 All applicants deemed eligible for such positions shall be granted an interview by the Superintendent or his/her designee. He/she shall recommend to the Board for appointment the candidate deemed most qualified.

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

11-9 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.

11-10 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.

11-11 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 as determined by initial date of hire.

~~11-11.1 The provision in Article 11-11 shall also apply to Heads of Guidance and it relates to Head of Guidance vacancies.~~

11-11.2 The provision in Article 11-11 shall also apply to 230 day teachers as it relates to 230 day vacancies.

## ARTICLE 12 PROMOTIONAL POSITIONS

12-1 When a vacancy occurs, is about to occur or a position is newly created other than Superintendent of Schools, and is a position that requires an administrative and/or supervisory certificate issued by the Rhode Island Department of Education and is a position not included in the collective bargaining unit represented by the Union, the Superintendent shall provide appropriate posting in every school building on the same day within ten (10) days of the date the vacancy occurred or the position was newly-created.

12-2 Appropriate posting shall be deemed to have occurred only after each Union building delegate has signed and dated the posting from the Superintendent in triplicate. One copy shall be returned to the Superintendent by the building 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.

12-3 The posting by the Superintendent shall categorically set forth all qualifications, requirements, certificate requirements, duties, salaries and other pertinent information for each position posted.

12-4 Teachers who want to be notified of vacancies or newly-created positions occurring after the close of the work year, but before the opening of the following work year may leave stamped-addressed envelopes with the Superintendent, and the Superintendent shall send a copy of the posting(s) to all teachers exercising such option. Applications from such teachers must be received by the Superintendent no later than twenty (20) calendar days of the postmark date on the Superintendent's mailing of the posting in order for an application to be considered.

12-5 All applications for vacancies or newly-created positions shall be submitted to the Superintendent in writing within the time limit specified in the posting and shall set forth the position for which, and the basis upon which, the applicant solicits consideration. Specific education and/or experience in the area relating to the vacancy or newly-created position is mandatory. The applicant may submit any other information or data the applicant may wish to have

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considered.

An applicant must include a copy of the appropriate certificate required for the position when submitting his/her application. An emergency certificate shall not be accepted.

12-6 Teachers who apply and who are qualified for such positions shall be interviewed by a panel appointed by the Superintendent except that the teacher who has been interviewed within the twelve (12) months preceding the scheduled interview may opt not to be interviewed again for the same posted position, and further, the screening panel in this event shall consider said person's prior interview in determining the applicants being recommended to the Superintendent. The recommendation to fill the vacancy shall be made by the Superintendent from among the applicants recommended by the Screening Panel.

The Screening Panel and the Superintendent shall give preference to qualified employees in the Providence School Department over applicants from outside the school system if qualifications are relatively equal.

Initial appointment by the Board of the Superintendent's recommendation shall be on a probationary basis for a period of one (1) year and must be resubmitted to the Board at that time for permanent appointment.

12-7 All teachers who are interviewed shall be notified of the disposition of their applications prior to the Superintendent's recommendation to the Board.

12-8 All applicants for positions shall be considered without discrimination in regard to race, creed, color, religion, nationality, sex, marital status, or age.

12-9 The amount of time between when a vacancy occurs or a position is newly-created and the time when the Superintendent makes a recommendation to the Board shall not exceed forty-five (45) days and said forty-five (45) days shall be the maximum amount of time that a temporary appointment may be made by the Superintendent if a temporary appointment is warranted.

12-10 All information, records and data regarding the processing of applications under this Article shall be held by the Providence School Department in strict confidence.

### ARTICLE 13 OTHER JOB OPENINGS

13-1 All job openings for which additional compensation is provided, and which require certified teaching personnel, including but not by way of limitation, coaching positions in the school athletic program and teaching positions in the evening school, summer school and all federally-funded programs, and all other extra-curricular positions under the jurisdiction of the Providence School Department shall be posted in the same manner and in accordance with provisions previously set forth in Article 11 of this Agreement.

13-2 Teachers shall make application(s) and these shall be processed according to the procedures referred to in Article 11.

13-3 All regularly appointed teachers in the Providence School Department who have filed written application shall be given preference to work in all programs, including and not by way of limitation, evening school, summer school, and all federally-funded programs which require certified teaching personnel, before other certified personnel from inside and outside the system. Any person presently employed shall not be affected by this section.

13-4 Teachers holding positions as defined in 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 as defined in 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.

All qualified members of the bargaining unit shall be given preference for appointment to extracurricular assignments before any out-of-school personnel may be hired.

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13-5 A list of appointed teachers shall be made available for inspection by the Union or any teachers in the Office of the Superintendent.

**ARTICLE 14  
TRANSFER POLICY**

**14-1 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 recission 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.

**14-2 Order of Placement**

The order of the Summer Placement Meetings is as follows:

**14-2.1 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).

**14-2.2** 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.

**14-2.3 The Job Fair** - This meeting shall be held on the seventh (7<sup>th</sup>) business day after July 4<sup>th</sup>. 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 only one position. 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.

**14-2.4 Lay-off Recall Meeting** - This meeting shall be held on the fourth (4<sup>th</sup>) business day after the Job Fair Meeting for the following groups of teachers:

**14-2.4.1 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

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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.

**14-2.4.2 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 14-2.4 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.

### **14-3 Other Matters Pertaining to Transfers/Reassignments**

**14-3.1** 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.

**14-3.2** 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.

**14-3.3** No teacher shall be involuntarily transferred except at the discretion of the Superintendent.

**14-3.4** 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.

**14-3.5** 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.

**14-3.6** When a vacancy exists after the Lay-off Recall Meeting or a new position is created at any time subsequent to the Job Fair, a regularly appointed teacher shall fill the position for the remainder of the school year at which time the position shall be subject to the provision of 14-2.1 and the teacher shall be subject to the provision of 14-2.3.

**14-3.7** 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 15-1.2 and 15-3.4.

**14-3.8** 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.

**14-3.9** 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 seniority.

Said teacher, however, shall not be transferred should there be a vacancy before the first Tuesday following the last School Board meeting in June. 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

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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.

14-3.10 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.

14-3.11 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 14-2.4.

**ARTICLE 15  
TEACHER PROGRAMS**

**15-1 Secondary Schools and Middle Schools**

15-1.1 No later than the penultimate Friday before the spring vacation teachers shall be provided with a list of all courses 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 filled by teachers only between the Friday before the spring vacation and May 1 of each year.

No later than Friday before the spring vacation, the following preference sheet shall be distributed to all teachers:

<p><b>PROVIDENCE SCHOOL DEPARTMENT</b> <b><u>TEACHER PREFERENCE SHEET - HIGH SCHOOLS</u></b> <b><u>AND MIDDLE SCHOOLS</u></b></p> <p>In accordance with Article 15-1.1 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 May 1.</p> <p>NAME: _____ SCHOOL: _____ Present Program by Subject and Level: _____ Subject(s) and Level(s) Preferred: 1. _____ 2. _____ 3. _____</p> <p>In accordance with Article 8, Section 4-6, teachers shall indicate on their programming preference sheets whether they wish to teach during their unassigned period during the subsequent school year, please indicate your preference: YES _____ NO _____ DATE: _____</p>
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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 school. This preference sheet shall be in effect from May 2 of this current year through and inclusive of May 1 of next year.

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. All preference sheets shall be returned by May 1. 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.

Preference sheets to remain active must be renewed annually in writing. The preference sheet shall be utilized for the purpose of determining class assignments beginning May 2 of each year through and inclusive of May 1 of the subsequent year.

15-1.2 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. If personnel or program changes occur during the summer which require a change in a teacher's program, the principal or supervisor shall provide reasonable notification to the teacher.

If personnel or program changes occur after the start of school year, which require a change in a teacher's program, the Superintendent shall convene the Teacher Program Committee no later than ten (10) school days prior to the 30<sup>th</sup> of September.

The Teacher Program Committee shall review the request(s) for a change in any teacher's program and by majority vote shall approve or reject said request(s). If the request for a change in a teacher's program is approved, said teacher shall be given at least five (5) teaching days notice of said program change. No further program changes for such a teacher may be made.

If a teacher's program is changed prior to the start of the school year, no program changes in that specific teacher's program may be made after the start of the school year.

The Teacher Program 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.

15-1.3 Teaching periods shall not exceed five (5) per day, or twenty-five (25) per week.

## 15-2 Program Guidelines

15-2.1 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.

15-2.2 Teachers shall be assigned to teach in their area of certification only.

15-2.3 The number of different rooms in which assignments occur shall not exceed three (3) in any one day.

15-2.4 Equitable standards shall be applied within each school for exemption from homerooms, building assignments and for class size distribution.

15-2.5 Effective the first day of the 1999-2000 school year, in order to provide planning time for Middle School teachers, the school day will be extended for one hour one day per week for thirty-two (32) weeks to be scheduled between October 1 and May 30 by the individual team of teachers. Teachers shall be paid at their daily rate for each planning hour attended and said attendance shall be mandatory.

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Effective the first day of the 2000-2001 school year, Middle School planning time will be incorporated in professional development days scheduled systemwide.

### 15-3 Elementary Schools

15-3.1 Preference sheets may be filed by teachers only between the Friday before the spring vacation and May 1 of each year.

Time shall be devoted in the schools during the school day, no later than March 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. The preference sheet shall be utilized for the purpose of determining class assignments beginning May 2 of each year through and inclusive of May 1 of the subsequent year.

15-3.2 No later than Friday before the spring vacation, the following preference sheet shall be distributed to all teachers:

<b>PROVIDENCE SCHOOL DEPARTMENT</b> <b><u>TEACHER PREFERENCE SHEET -</u></b> <b><u>ELEMENTARY SCHOOLS</u></b>	
In accordance with Article 15-3.2 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 in order of priority and submit this form to the Principal on or before May 1. This preference sheet shall be in effect from May 2 of the current year through and inclusive May 1 of the next year.	
NAME:	_____
SCHOOL:	_____
Present Assignment - Grade Level:	_____
Grade Level and Type of Class Preferred:	
1.	_____
2.	_____
3.	_____
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.	

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. Teachers shall be given an opportunity to discuss their assignment requests with their principal. All preference sheets should be returned to the principal on or before May 1.

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15-3.3 With regard to requests as to grade level or special assignments, teachers with the highest seniority shall be given preference if the teachers' qualifications for the position are the same.

15-3.4 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 during the summer which require a change in a teacher's program, the principal or supervisor shall provide reasonable notification to the teacher.

If personnel or program changes occur after the start of school year, which require a change in a teacher's program, the Superintendent shall convene the Teacher Program Committee no later than ten (10) school days prior to the 30<sup>th</sup> of September.

The Teacher Program Committee shall review the request(s) for a change in a teacher's program and by majority vote shall approve or reject said request(s). If the request for a change in a teacher's program is approved, said teacher shall be given at least five (5) teaching days notice of said program change. No further program changes for such a teacher may be made.

If a teacher's program is changed prior to the start of the school year, no program changes in that specific teacher's program may be made after the start of the school year.

The Teacher Program 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.

## ARTICLE 16 TEACHER MEETINGS

16-1 Teacher meetings shall be scheduled in advance at the beginning of the school year by the principal and the teachers. The total number of meetings shall not exceed ten (10) per year.

16-2 Teachers shall be notified at least twenty-four (24) hours in advance of an emergency teachers' meeting and written notice shall be given to all teachers stating the nature of the emergency.

16-3 An agenda shall be prepared in advance of the regular teachers' meeting of the entire faculty by the principal and a committee of teachers. This agenda shall be distributed in advance to all teachers. Teachers' meetings shall be conducted by the principal or his/her designee in a manner which will encourage free participation by all teachers.

16-4 The Superintendent may chair one afternoon meeting immediately after school hours in each school to discuss matters with the teachers. Reasonable notification shall be given to the teachers.

## ARTICLE 17 GRIEVANCE PROCEDURE

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

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

17-1 Level I - Superintendent

17-1.1 Any teacher shall submit his/her grievance, in writing, on a Union Grievance Report Form to the designee

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of the Union.

17-1.2 Within five (5) days after receipt of the grievance, the Union Representative, or the designee of the Union, shall present the grievance to the Superintendent.

17-1.3 The Superintendent or his/her designee (as mutually agreed to by the Parties) shall within ten (10) days after receipt of the grievance hold a meeting.

17-1.4 The teacher and the Union Representative will receive at least one (1) day notice of the meeting and the opportunity to be heard. The Superintendent may have the appropriate administrative personnel present at the meeting.

17-1.5 The Superintendent shall communicate his/her written decision together with supporting reasons to the Union as soon as possible, but not later than five (5) days after the date of the meeting.

**17-2 Level II - Board**

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

**17-3 Level III - Arbitration**

17-3.1 A grievance which was not resolved at Level II under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the Board a request for arbitration. The notice shall be filed not later than twenty-five (25) days after receipt of a decision in writing from Level II of the grievance procedure.

17-3.2 Within seven (7) days after arbitration has been requested by the Union, the Union and the Board shall each select and name one (1) arbitrator and shall immediately thereafter notify each other in writing of the name and address of the person so selected. The two (2) arbitrators so selected and named shall, within ten (10) days from and after their selection agree upon and select and name a third arbitrator. If, within said ten (10) days, the arbitrators are unable to agree upon the selection of a third arbitrator, such third arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. If the Union agrees with the Board to a different method of selecting arbitrators, or to a lesser or greater number of arbitrators, or to any particular arbitrator, or if they agree to have the State Board of Education designate the arbitrator or arbitrators to conduct the arbitration, such agreement shall govern the selection of arbitrators. The third arbitrator, whether selected as a result of agreement between the two arbitrators previously selected, or selected under the rules of the American Arbitration Association or by the State Board of Education or by any other method, shall act as chairperson.

17-3.3 The arbitrators shall call a hearing to be held within ten (10) days after their appointment and shall give at least seven (7) days notice in writing to the Union and the Board of the time and place of such hearing. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrators may be received in evidence. The arbitrators shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issues presented to them for determination. Both the Union and the Board shall have the right to be represented at any hearing before said arbitrators by counsel of their own choosing. The hearing conducted by the arbitrators shall be concluded within twenty (20) days from the time of commencement and within ten (10) days after the conclusion of the hearings, the arbitrators shall render a decision in writing upon the issues presented, a copy of which shall be delivered to the Union and Board.

17-3.4 The decision of the arbitrators shall be final and binding upon the Union and Board on all matters and no appeal shall be made except upon the grounds that the decision was procured by fraud. Such appeals shall be made to the Superior Court.

17-3.5 The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator

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sustaining a grievance; the Union agrees that it will not present any grievance which is substantially similar to a grievance denied by the decision of the arbitrator. The cost of arbitration will be shared equally by the parties.

#### 17-4 General Matters on Grievances

17-4.1 All grievances shall be handled as quickly as possible. The number of days indicated at each level shall be considered maximum and every effort shall be made to expedite the procedure. The time limits specified on any level of this procedure may be extended, in any specific instance by mutual agreement of the Parties, in writing.

17-4.2 Any grievance which is not presented within twenty (20) school days from the date of occurrence of the grievance or which is not appealed to any of the successive levels within the time limits prescribed herein shall be deemed to have been waived. A failure of a representative of the Board responsible to meet and/or to answer a grievance at any of the levels of the grievance procedure within the time limits provided shall permit the Union to proceed to the next level of the grievance procedure.

17-4.3 All grievance hearings shall be closed hearings and shall be open only if the parties mutually agree.

### ARTICLE 18 UNION PRIVILEGES, RESPONSIBILITIES AND ACTIVITIES

#### 18-1 Fair Practices

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

#### 18-2 Negotiations

18-2.1 All collective bargaining shall be conducted at the level of the Board, or otherwise as may be determined by the Board by resolution duly adopted.

18-2.2 Members of the Union Negotiating Committee, not in excess of five (5) shall, upon arrangement, be excused from duty with pay, for teaching time spent in negotiations or other scheduled occasions with the Board or its representatives, with provision made for substitute relief.

18-3.2 At least one (1) bulletin board shall be reserved at an accessible and conspicuous place in each school for the exclusive use of the Union for purposes of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative or his/her authorized representative. The location of the Bulletin board shall be determined after reasonable consultation with the Union's building representative. The Parties agree that the location of the Bulletin Board shall not interfere with the operation of the school.

18-3.3 The Union shall have the right to place material dealing with the proper and legitimate business of the Union in the mailboxes of teachers. No rival teachers' organization shall have the right to place any material in the mailboxes of teachers.

18-3.4 Members of the Executive Board of the Union and/or the building representative shall have the right to schedule Union meetings of the teacher members in the school before or after the regular school day hours and during the lunch time of the teachers involved, upon prior notification to the principal and provided it does not interfere with the operation of the school.

18-3.5 The Union shall be given a place at the end of the agenda of the building teachers' meeting for announcements.

18-3.6 Administration shall not participate in recruitment, solicit membership forms or collect membership dues for rival teacher organizations.

#### 18-4 Union Activity at the School Department Level

18-4.1 Union officers may use the communication facilities of the school department for conducting regular Union

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business. This includes local telephone calls and the use of duplication equipment provided it does not interfere with the normal operation of the school. This provision shall not apply to any organization during the period between an order for an election and the day following the election.

18-4.2 Upon request of the Union, the Superintendent shall meet monthly at a mutually agreeable time with representatives of the Union to discuss matters of educational and personnel policy and development as well as matters relating to the implementation of this Agreement.

18-4.3 Upon notification to and prior mutual arrangement with the principals involved, the Union President or his/her designee shall be free to visit schools during school hours to confer on working conditions, grievances or other matters relating to the terms and conditions of the Agreement.

18-4.4 Teachers desiring bank payments deducted from their regular check may do so by filing an individual request with the payroll section of the Office of Human Resources, in accordance with the bank's policy.

#### 18-5 Information to the Union

18-5.1 The Board shall make available to the Union upon request any reasonable information, statistics, and records which are relevant to negotiations, grievances, or necessary for the proper and legitimate enforcement of the terms of this Agreement. A copy of the annual Audit and Budget shall be sent to the Union President when available.

18-5.2 The President shall be furnished a copy of the agenda of every Board meeting three (3) days in advance of each regular meeting and notice of a special meeting as well as resolutions duly adopted at the last meeting.

18-5.3 Form 31 and all supplements thereto and the public school budget prescribed by the Commissioner of Education under the provisions to Section 26, Chapter 7 of Title 16, General Laws of 1956, as amended, shall be delivered to the Union President no later than ten (10) days after the filing of such reports with the Department of Education. A copy of the itemized annual budget shall be delivered to the President of the Union within ten (10) days after approval by the Board.

18-5.4 Two (2) copies of any and all notices sent to teachers by the Board or by any of its administrative agents shall be sent to the Union Office. Also, two (2) copies of any and all job postings by the Board or by any of its administrative agents shall be sent to the Union office.

#### 18-6 Payroll Deduction

18-6.1 The Board agrees that it will withhold from each teacher's paycheck an amount of money equal to the Union dues and to transmit said monies to the Union in accordance with the provisions of this Section. The total amount of such sums deducted shall be forwarded to the Union Treasurer no later than thirty (30) days after each deduction was made, together with the names of individuals, the period covered, and such other information as may be necessary to the Union to maintain its record current.

18-6.2 The Board shall deduct from each teacher's paycheck a sum of money authorized by teachers on forms prescribed by the Union for the Union's Committee on Political Education. The total amount of all teachers' monies so deducted shall be forwarded to the Union no later than thirty (30) days after each of said deductions is made from teachers' paychecks together with the teachers' names, the payroll period covered and such other information that may be required by the Union for the maintenance of its records.

#### 18-7 Tax Sheltered Annuity

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

#### 18-8 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) per week, per regular teacher

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and LTS (Appointed to position held by teacher on leave of absence) for fifty-two (52) weeks per year. Contributions by the School Board to the above identified Trust Fund shall be made on a monthly basis, payable no later than the twentieth (20<sup>th</sup>) day of the subsequent month. Employees must be on active status to be counted toward the contribution. An employee receiving Workers' Compensation Benefits shall be considered to be working his/her normal and regular work week.

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.

**ARTICLE 19  
SAVINGS CLAUSE**

19-1 If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

19-2 In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

19-3 There will be no waiver or modification of any of the agreements, terms or provisions contained in this Agreement by any teacher with the Board.

19-4 The terms and conditions of this Agreement shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

19-5 The rights and benefits of teachers provided in this Agreement are in addition to those provided by the City of Providence, State of Rhode Island and federal laws, rules, ordinances or regulations including, but not by way of limitation, all applicable tenure, pension and education laws and regulations. However, there is to be no double benefits or pyramiding of such benefits.

19-6 The Board will continue its policy of nondiscrimination with reference to race, creed, national origin, sex, marital status or age.

**ARTICLE 20  
DURATION**

20-1 This Agreement and each of its provisions shall be in effect as of July 1, 1999 and shall continue in full force and effect until August 31, 2001.

20-2 The Board and the Union agree that during the life of this Agreement any and all disputes arising between them shall be settled in accordance with the grievance procedure of this Agreement. The Union agrees that it will not engage in, instigate, or condone any strike or work stoppage or any concerted refusal to perform work duties on the part of any teacher of the bargaining unit.

INITIALS: Jan DATE: 6/5/00

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APPENDIX A

A-1 Teacher's Basic Salary Schedule:

1999/2000		2000/2001	
Steps		Steps	
1	\$27,155	1	\$28,999
2	29,338	2	30,926
3	31,259	3	32,728
4	34,087	4	36,103
5	36,507	5	38,769
6	38,914	6	41,415
7	41,398	7	44,053
8	43,753	8	46,747
9	45,857	9	49,143
10	50,762	10	54,661

A-2 Professional Advancement Schedule

Bachelor's Plus 30 Hours	\$1,955
Master's	2,355
Master's Plus 30 Hours	2,757
Doctorate	3,157

A-2.1 National Board Certification

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

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

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**APPENDIX B**

**B-1 Travel Allowance**

The Board agrees to pay twenty-seven cents (.27) per mile to all teachers authorized to use their own cars. The amount of payment will be determined by odometer readings taken daily at the beginning and end of necessary school-related mileage. Payments will be made monthly on forms furnished by the Superintendent or his/her designee.

**B-2 Extra Curricular Activities**

Teachers will be compensated for participation in extra curricular activities in accordance with the provisions of the following schedule:

**B-2.1 Senior High Schools**

Activity	Home Room	Compensatory Time	Annual Stipend
Yearbook Advisor	None	1 period per day	\$ 200
Assistant Faculty Advisor	None	None	100
Newspaper	None	1 period per day	200
Literary Magazine	None	None	100
School Treasurer	None	2 periods per day	100
Work Experience Coordinator	None	1 period per day	None
A-V Coordinator	None	1 period per day	100

Note: When, in the judgment of the principal, the school treasurer is acting as Assistant Faculty Advisor, he/she would be compensated in accordance with the above schedule.

**B-2.2 Middle and Elementary Schools**

Activity	Home Room	Compensatory Time	Annual Stipend
Literary Publications (Middle)	Yes	1 period per week per publication	\$100 per publication
Dramatics Coach* (Middle)	None	None	**\$250 per production
A-V Coordinator (Middle)	Yes	1 period per day	\$100
A-V Coordinator (Elementary)			\$100

\* This does not include the Social Arts Coordinators when dramatics is part of their duties.

\*\* Not to exceed three (3) productions per year provided each has prior approval of Superintendent in writing.

**B-3 High School Department Heads and Head Counselors of Guidance in Middle Schools**

<u>Compensatory Time*</u>	<u>No. of Teachers in Department</u>
3 periods per day	15 or more
2 periods per day	10-14
1 period per day	5-9
0 period per day	1-4

\* Compensatory time is in addition to one (1) unassigned period per day granted to all teachers and in no case shall a department head or head counselor of guidance in middle schools be assigned a homeroom.

INITIALS: JK DATE: 6/5/00

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**B-3.1** The increment for all department heads in high schools and head counselors of guidance in middle schools shall be \$600. The variable commensurate with size of Department shall be compensatory periods allotted and not differentiation of increment.

**B-3.2** Vocational department heads with fewer than five (5) teachers in a department will receive \$400 per year with no compensatory time.

**B-3.3** In no case shall a department head teach fewer than two (2) periods per day.

**B-3.4** The limitation of teachers, per this Table, does not apply to Guidance Department Heads or Chairpersons.

**B-3.5** Senior and middle school department chairpersons shall be granted one (1) compensatory period per day and/or five (5) per week. This period shall be in addition to one (1) unassigned period per day.

**B-4 Additional Days Worked**

Any teacher who works any additional days for the Providence School Department shall be paid at their daily rate.

**B-5 School Psychologists**

All certified school psychologists shall receive \$200 above base salary.

**B-6 Special Education Teachers**

All teachers of Special Education classes shall receive \$500 above base salary.

**B-7 ESL/Bilingual Teachers**

All teachers of ESL/Bilingual classes shall receive \$300 above base salary.

**B-8 Federal, Summer, Before and After School, Evening School and In-Service Programs**

Teachers shall be compensated at the rate of \$25.00 per hour in each of those programs which 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 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.

**B-9 Athletic Directors, Coaches, Drama Coaches and All City Band Directors**

Athletic directors and coaches and drama coaches shall be compensated in accordance with the following percentages. These percentages shall apply to the salary on the salary schedule in Appendix A appropriate to an individual's years of paid coaching experience in each sport in any capacity:

Academic Decathlon Coach	10% (One for each high school and ALP)
Athletic Directors	15%
Drama Coaches	15%
Head Coach - Football	15%
All City Band Director	15%
Assistant Coach - Football	10%
Head Coach - all other sports	10%
All City Assistant Band Director	10%
Assistant Coach - all other sports	8%
Coach of Tennis	8%

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Coach of Cross-Country	8%
Coach of Golf	8%

An athletic director shall be credited for years of paid coaching experience when computing placement on the salary schedule if he/she resigns a coaching position in order to accept the position of Athletic Director.

**B-10 Pay for Help at Athletic Events**

Teachers officially designated by the home-team athletic director as helpers at athletic events shall be paid \$25.00 per hour to a maximum of \$50.00 per event.

**B-11 Reimbursement for Accredited Courses**

Teachers taking courses with the prior approval of the Superintendent, in writing, may be reimbursed for their own tuition cost by the Board to the extent of the tuition incurred, upon receipt of proof of completion of a course or courses by means of an official transcript from the college or university as furnished by the teacher. A passing grade will be required.

INITIALS: JKU DATE: 6/5/00

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**APPENDIX C  
COMPREHENSIVE MEDICAL COVERAGE**

C-1 The Board shall provide, furnish, and entirely pay for the full premium on the following Blue Cross and Physician Service plans and riders herein outlined for all professional teaching personnel in the Providence School Department for individual and family plan coverage.

<b>Benefit</b>	<b>Coverage at Network Providers</b>	<b>Outside of PPO Network you pay:</b>
<b>Office Visits</b>  <b>Note:</b> Chiropractic visits are limited to 12 per calendar year. Allergists and dermatologists have a \$15 co-payment. Medication visits for serious mental illness are included.	100% minus \$10 co-payment	\$10 plus 20%
<b>Preventive Services</b>  <b>Note:</b> Includes gynecological visits, pap smears, mammograms and routine physicals.	100% minus \$10 office visit co-payment	\$10 plus 20%
<b>Pediatric Preventive Services</b>  <b>Note:</b> Includes routine physicals, lab work and immunizations.	100% minus \$10 office visit co-payment	\$10 plus 20%
<b>Prescription Drugs</b>  <b>Note:</b> CVS, Brooks and several independent pharmacies in RI, MA and CT.	\$2 generic/\$5 brand	
<b>Emergency Room Care</b>  <b>Note:</b> Co-payment waived if admitted within 24 hours. Coverage for accidents and life-threatening emergencies only.	100% minus \$25 co-payment	\$25
<b>Hospitalization</b>  <b>Note:</b> Unlimited days at general hospitals, 45 specialty days per year	100%	20%*

INITIALS: JKU DATE: 6/5/00

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Benefit	Coverage at Network Providers	Outside of PPO Network you pay:
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%*

INITIALS: *JA* DATE: *6/5/00*

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Benefit	Coverage at Network Providers	Outside of PPO Network you pay:
<p>Outpatient Mental Health Care</p> <p>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</p>	100% minus co-payment*	\$15 (individual) \$10 (group) plus 50%*
<p>Inpatient Substance Abuse Treatment</p> <p>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.</p>	100%*	50%*
<p>Outpatient Substance Abuse Treatment</p> <p>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.</p>	100% minus co-payment*	\$15 (individual) \$10 (group) plus 50%*
<p>Dependent Coverage</p> <p>Note: Covered at same level as subscriber, includes spouse and unmarried, dependent children through December 31 following 19<sup>th</sup> birthday or 26<sup>th</sup> birthday for full-time students.</p>	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.

C-1.1 For those teachers who are enrolled in the Blue Cross Classic Health Care program and who wish to retain said coverage and not enroll in the City Blue Plan described hereinabove, they may do so by paying, through a payroll deduction, the premium difference between the cost of City Blue and the premium cost of Blue Cross Classic.

**C-1.2 Organ Transplant Rider**

The Individual and Family Plan Organ Transplant Rider shall be fully paid by the Board.

INITIALS: AM DATE: 6/5/08

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C-2 The medical coverage plan and riders herein outlined shall be continued during the remainder of the year (October 1 to September 30) for all teachers who have exhausted their sick leave allowances during this year.

C-3 A new teacher shall be provided with the medical coverage plan herein outlined effective as of the 1<sup>st</sup> of the month following the date he/she begins to teach in the Providence School Department.

C-4 Teachers who are transferred from one payroll to another shall be provided with and entitled to the medical coverage plan as outline herein.

C-5 Teachers who are employed on a three-fifths basis shall receive the benefits as outlined in Appendix C.

**C-6 Retirees Option to Purchase Comprehensive Medical Coverage**

C-6.1 The Board shall provide and fully pay the cost of the Individual plan for any teacher who is eligible to retire from the Rhode Island Employees Retirement System without incurring an actuarial deduction and who retires effective June 30, 1989, or after, and the cost for the Individual plan for his/her spouse up through their attainment of age sixty-five (65).

Should said retiree or spouse be eligible for medical coverage under Blue Cross or any other plan, then the Board will be obligated to furnish only excess coverage so that said retiree will have equivalent coverage as that offered by the Board. Should a retired teacher or spouse, subsequent to retirement lose said alternate coverage, then the Board will pick up full coverage under this section.

Further, the Board shall provide each of said retirees and their spouses with Plan 65 coverage upon their attainment of age 65 for the lifetime of each and the cost of this coverage shall be fully borne by the Board.

The family plan shall be provided to those retirees who have eligible unmarried dependent children to age 19 pursuant to Blue Cross, Blue Shield rules and/or eligible dependent student children in order to provide the student rider to age 26.

C-6.2 The Board shall furnish health care coverage, on an individual basis only, to employees who retire(d) on or after September 3, 1995. Said coverage shall be of the same plan in effect when the retiree was an active employee and shall remain in effect up to age 65. Any teacher who wants to receive individual Blue Cross Classic coverage upon his/her retirement must pay to the School Department the difference in premium between City Blue individual coverage and Blue Cross Classic individual coverage. Upon attainment of age 65, said coverage shall convert to Plan 65. This coverage shall be for life. The Board agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

C-6.3 Except for those teachers who receive a job-related disability retirement, all teachers hired effective September 1, 1997 and thereafter must be employed by the Providence School Board as a teacher for no less than ten (10) years in order to receive medical care coverage for retirees as stipulated in Appendix C. Teachers subject to this paragraph must apply for benefits under the State of Rhode Island Retirement System no more than ninety (90) days after the completion of their teaching service for the Providence School System.

C-6.4 Teachers who retire (or resign) at the end of the school year will be covered by Delta Dental and the regular Blue Cross plan through September 30.

C-6.5 Medical coverage options in addition to Appendix C are available to retired Providence teachers except for those retirees who have attained the age 65 and are Medicare eligible.

The teacher retiree's option to purchase the additional medical coverage must be given at the time that notice of retirement is given. The option provides that medical coverage in addition to that provided by Appendix C may be purchased and paid for by the teacher retiree that will be equal to that enjoyed by the retiree when said retiree was an active teacher. The additional coverage includes:

Vision Care  
Co-pay prescription coverage

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*6-5-00*

Organ Transplant

Additionally, teacher retirees may purchase Delta Dental as an option at the time that written notice of retirement is given.

Delta Dental may be purchased by the teacher retiree regardless of medical coverage.

All premiums for Delta Dental and the additional Blue Cross medical coverage shall be at the Providence School Department group premium rate and shall be paid by the Providence teacher retiree to the Providence School Department on a monthly basis on or before the twentieth (20<sup>th</sup>) day of the preceding month of coverage.

The option to purchase Delta Dental and/or additional Blue Cross coverage must be taken when the teacher gives notice of retirement. There will be no further opportunity to purchase Delta Dental and/or additional Blue Cross coverage subsequent to when the teacher retiree has given written notice to retire or during the teacher's retirement.

Teachers who give notice to retire on or after the end of the school year will be covered by Delta Dental and the regular Blue Cross plan through September 30, and the teacher retiree who opts to purchase Delta Dental and/or additional Blue Cross coverage shall begin paying the Providence School Department the cost of said coverage beginning September 20, said coverage becoming effective October 1.

C-6.6 Any teacher who retires in accordance with Article C-6 and whose spouse/life partner remains employed by the Providence School Department, shall not be required to purchase medical riders and Delta Dental but shall be provided with said medical riders and Delta Dental until such time as the teacher's spouse/life partner is no longer employed by the Providence School Department.

C-6.7 A Providence teacher who retires on or after June 30, 1989, who has attained the age of 65 and his/her spouse who had attained age 65 has the option of waiving Blue Cross Blue Shield Plan 65 and instead has the option to elect to have Blue Cross Blue Shield coverage with or without riders as provided in C-6.5 provided that the retiree and/or his/her spouse pays the Providence School Department the difference between the cost of Blue Cross Blue Shield Plan 65 and the cost of the option elected which may or may not include riders.

In accordance with Federal Law, Medicare parts "A" or "A" and "B", whichever is applicable, will be the primary carrier and Blue Cross Blue Shield will be the secondary carrier.

C-6.8 The Board may offer medical coverage equivalent to Blue Cross Blue Shield and all riders provided in Appendix C hereinabove only after said equivalent medical coverage has been accepted and ratified as an amendment to this Collective Bargaining Agreement by the Union membership.

The School Department, in conjunction with the City Administration, will prepare a request for proposal that will specify medical coverage equivalent to that provided by existing coverage.

Said plan will be implemented only with agreement by the Union.

If the parties are unable to agree that the medical coverage is equivalent to that provided by existing coverage, the issue will be submitted to final and binding arbitration according the rules of the American Arbitration Association.

C-7 Domestic Partner

Any benefits specified within this Article for which a teacher's spouse and/or family members are entitled or eligible shall also apply to a teacher's same-sex or opposite-sex domestic partner. To add a domestic partner, a teacher must sign an affidavit included herewith declaring the following:

AFFIDAVIT OF DOMESTIC PARTNERSHIP

INITIALS: Jan DATE: 6/5/00

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INITIALS: ABU DATE: 6-5-00

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

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

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

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

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

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

4. We understand that the coverage elected will remain in effect until any of the following occurs:

- The next plan year in which coverage is changed;
- Termination from the benefit plan due to ineligibility takes place;
- The domestic partnership is terminated;
- The death of the enrolled domestic partner; or,
- A change in the eligibility status of my partner's children (if applicable) takes place.

5. We understand that the information contained in this Affidavit is confidential and is being provided for the sole purpose of determining eligibility for benefits.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Domestic Partner Signature

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

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

\_\_\_\_\_  
Employee Social Security Number

\_\_\_\_\_  
Domestic Partner Social Security Number

INITIALS: JKA DATE: 6/5/00

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DATE: 6-5-00

**APPENDIX D**  
**2000-2001 SCHOOL CALENDAR**  
**(182 Day - Instructional / 187 Day - Work Year)**

**TERMS:**

First: Begins August 29, 2000  
 Ends January 26, 2001

Second: Begins January 29, 2001  
 Ends June 19, 2001

**QUARTERS:**

**DAYS:**

First: Begins August 29, 2000  
 Ends November 3, 2000

46

Second: Begins November 6, 2000  
 Ends January 26, 2001

47

Third: Begins January 29, 2001  
 Ends April 6, 2001

44

Fourth: Begins April 9, 2001  
 Ends June 19, 2001 or 182<sup>nd</sup> day

45

**DAYS SCHOOL NOT IN SESSION:**

September 4, 2000	Labor Day
October 9, 2000	Yom Kippur/Columbus Day
November 7, 2000	Election Day
November 10, 2000	Veteran's Day
November 22-24, 2000	Thanksgiving Recess
December 25 - Jan. 1, 2001	Christmas Recess
January 15, 2001	Martin Luther King Day
February 19-23, 2001	February Recess
April 16-20, 2001	Spring Recess
May 28, 2001	Memorial Day
June 19, 2001	School Ends - 182 <sup>nd</sup> day

**Orientation Day:**

August 28, 2000 (full day)

**Teacher Training:**

October 23, 2000 (full day)

December 8, 2000 (half day)

February 9, 2001 (full day)

**Parent-Teacher Conferences:**

High Schools December 5, 2000 (half day)

Middle Schools December 6, 2000 (half day)

Elementary Schools December 7, 2000 (half day)

**Teacher Work Day:**

June 20, 2001 (full day)

INITIALS: JKL DATE: 6/5/00

INITIALS: ML DATE: 6-5-00

**APPENDIX E  
DELTA DENTAL COVERAGE**

The Board shall provide, furnish, and entirely pay for the full premium on Levels 1, 2, 3 and 4 Individual and Family Delta Dental Plans with Student Rider to age 26 and Sealant Rider provided by Delta Dental or Rhode Island through Blue Cross Blue Shield of Rhode Island for all teachers in the Providence School Department.

**APPENDIX F  
JOB SHARING**

**F-1** Ten (10) job-sharing positions shall be available each school year. Said job-sharing positions shall be for one (1) year duration and may be renewed each subsequent school year. Should the number of applications for job-sharing positions exceed ten (10) or should the number of applications in a specific area of certification exceed the number of long-term substitutes available to fill the remaining positions, the successful applicants shall be those who have continuously job-shared a position for the longest period of time; and absent seniority as job sharers or tied for seniority as job sharers, the successful applicants shall be drawn by lot by a person mutually agreeable to the Superintendent and Union President.

**F-2** Job-shared positions shall be available only to regularly employed teachers in areas of certification where there is an available long-term substitute to fill the remaining position and only to regularly employed teachers who have taught three (3) continuous years and who are guaranteed employment for the subsequent school year. Job-shared positions shall be available only to teachers in the area of certification in which they are working and are guaranteed to continue to work in the subsequent school year. Teachers must indicate their desire to job-share no later than the last business day in June of the school year prior to the school year in which they wish to job-share.

**F-2.1** In the event there is only one regularly appointed teacher in the bargaining unit working in an area of certification, job-sharing opportunities shall be made available to said teacher pursuant to Appendix F provided that:

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

**F-3** Teacher applications for the job-shared positions must be submitted to the Superintendent's Office no later than the last business day in June of the school year prior to the school year in which they wish to job-share. If more than one position at a level occurs, a lottery shall be conducted within five (5) days and the Superintendent shall notify the applicants no later than the third Monday of July as to whether they have been accepted for job-sharing ; and if not, the reason(s) for disqualification.

**F-4** Job-sharing positions shall be filled only by teachers who have jointly agreed in writing to work together and shall be granted only upon mutual agreement in writing of the job-sharers, the Superintendent and the Union President.

**F-5** Teachers who wish to share a position shall be responsible for matching themselves for the job-sharing positions.

**F-6** Teachers submitting applications for the job-sharing positions shall submit their proposal for the job-sharing positions which shall include their agreement and obligations with respect to sharing the responsibilities of the

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position.

F-7 The job-sharers must complete the Job-Sharers' Agreement addressing the following division of and responsibility for:

1. Teaching periods, lunch periods, unassigned period, compensatory period, administrative period, homeroom classes, and the 15 minutes before and 15 minutes after the school day; and
2. Faculty meetings, in-service training, and staff conferences (e.g. IEP); and
3. Grading of students, communications with parents and parent conferences; and
4. Planning and communication between job-sharers; and
5. Recordkeeping and reporting; and
6. Rotating time schedule and/or teaching program, if applicable.
7. Job-sharers shall mutually agree in writing as to an administrator in the Providence School Department who shall decide any disputes between the Job-Sharers arising out of the job-sharing position provided that said dispute is not covered by the Collective Bargaining Agreement between the Providence Teachers Union and the Providence School Board. The decision of said administrator shall be binding and no appeal shall be taken except if said administrator's decision is obtained by fraud, would constitute a violation of law if it were implemented, or it is a violation of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

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

F-9 Job-sharers shall receive, based upon the fractional part of the job-sharing position taught, the pro-rated amount of their own salary, benefits and other conditions of employment they would ordinarily be entitled to under the Collective Bargaining Agreement between the parties, as if they were full-time regular teachers.

F-10 In no case shall the teaching load, salary and fringe benefits of the job-shared position be greater nor less than the equivalent of one (1) teaching position.

F-11 A job-sharer who has a position in the Providence School Department beyond the school day shall continue with said position or relinquish it, but under no circumstances may said position beyond the school day be job-shared.

F-12 Job-sharers shall be provided the Providence Teachers' Blue Cross, Blue Shield coverage and/or the Delta Dental coverage at the job-sharer's option; and those who opt for said coverage in part or in whole shall reimburse the Providence School Department a pro-rated amount of the cost of said coverages with said amount being equal to the fractional part of the portion of the job-sharing position not taught by the job-sharer. Should one job-sharer not opt for coverage under the Providence Teachers Blue Cross, Blue Shield coverage and/or Delta Dental, the Providence School Board shall provide full coverage to the other job-sharer.

F-13 In the event of absence of either or both job sharers, the Board shall follow the terms and provisions of the Collective Bargaining Agreement.

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

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

F-14 Job-sharers may not change their job-sharing positions. Should a contractual right arise with respect to the job-sharer holding the position of record, said job-sharer holding the position of record shall waive or defer his/her contractual right to change positions to the beginning of the subsequent school year.

F-15 Job-sharing positions and their job-sharers shall be for only one (1) school year and renewable for each subsequent school year and must follow and be pursuant to the job-sharing terms and provisions as stated within this Agreement provided said renewal is in writing and signed by the job-sharers, the Superintendent and the Union President.

F-16 Nothing herein this Agreement shall be construed as providing job-sharers with any rights that violate the terms and provisions of the Collective Bargaining Agreement between the Board and the Union.

F-17 The number of job-sharing positions shall be increased above the number stated in F-1 and expanded beyond the areas designated only by mutual agreement in writing by the Superintendent of Schools and the Union President.

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

To be developed and submitted solely by teachers who meet the requirement of Section F-2 of Job-Sharing Agreement to the Superintendent no later than the last business day in June.

Date \_\_\_\_\_

I. General Information

Name of Teacher of Record in Position Proposed for Job Sharing \_\_\_\_\_

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

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

Present Teaching Area(s) of Certification \_\_\_\_\_

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

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

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

Present Teaching Area(s) of Certification \_\_\_\_\_

II Teaching Program of Teacher of Record (Include all teaching periods, lunch periods, unassigned periods, compensatory periods, administrative periods, homeroom periods, and 15 minutes before and after school day).

III. Proposed Job Sharing Schedule for Position (Please complete both Sections A and B to include all teaching responsibilities detailed in Section II).

B. Proposed Schedule of Teacher Joining Teacher of Record

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

1. Communication and Planning between Job Sharers \_\_\_\_\_

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2. Record Keeping and Reporting \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
3. Communication with Parents \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Parent-Teacher Conferences \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
5. Other Staff Conferences (e.g. IEP Conferences) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
6. Grading of Students \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
7. Faculty Meetings \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
8. In-Service Training \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
9. Rotating Time Schedule and/or Teachers Program (if applicable) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Mutual agreed upon Administrator (per F-7)

\_\_\_\_\_

V. Signatures

Teacher of Record in Position Proposed for Job-Sharing \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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**APPENDIX G  
TEACHER EXCHANGE PROGRAM**

**G-1** Effective as of orientation day each school year, any two (2) teachers teaching in the same area of certification or who are teaching in the same two (2) or more certification areas in exactly the same system-wide area of certification seniority fractional parts and whose positions the Superintendent of Schools has guaranteed in writing will exist for the entire school year, shall have the right to exchange their respective teaching positions for said school year provided that they both mutually agree in writing to serve in said exchanged positions with the understanding that they retain any and all rights under the Collective Bargaining Agreement between the parties, provided that they agree and understand that as of the end of said school year, they will return to their respective positions held prior to the exchange and shall be subject to the terms and provisions of the Agreement as if no exchange had occurred provided that they have taught in the Providence School Department for three (3) years and provided that pursuant to Article 8, Section 25 of the Collective Bargaining Agreement entitled "Lesson Plans" neither of the two teachers will be preparing lesson plans or is under "investigation" pursuant to said Article 8, Section 25 for the purpose of determining whether he/she will have to prepare lesson plans. The above shall apply to exchanges effective as of orientation day of each school year.

**G-2** Between ten (10) school days before the end of the school year and August 20, teachers who mutually agree to exchange positions shall indicate in writing to the Superintendent their desire to exchange positions for the subsequent school year.

No more than one (1) pair of teachers in a school shall be allowed to participate in the teacher exchange program nor may more than one (1) teacher in a school be allowed to exchange with a teacher in another school. One (1) lottery shall be held to determine the paired teacher exchange within a school, and a separate lottery shall be held to determine the paired teacher exchange between two different schools. The lotteries shall be conducted by an individual mutually agreeable to the Superintendent and the Union President.

**G-3** Provided all conditions stated above have been met, the Superintendent shall notify the teachers in writing that they shall exchange their positions with said notice to be provided no later than five (5) calendar days before the start of the school year in which the exchange is to take place.

**G-4** At the end of each quarter, the Superintendent may terminate the exchange of any pair of teacher exchanges provided he/she provides the teachers involved with a statement of cause and said cause constitutes good and just cause.

**G-5** Additionally, during the school year, the Superintendent may identify up to five (5) additional pairs of teachers who mutually agree in writing to exchange their respective teaching positions based upon the needs of the school system in accordance with the conditions stated hereinabove.

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**APPENDIX H**  
**SACKETT BASIC EDUCATION SCIENCE**  
**AND**  
**TECHNOLOGY MAGNET PROGRAM**

The following shall apply with respect to the Sackett Basic Education/Science and Technology Magnet Program:

**H-1** Any teacher choosing to leave Sackett Street Elementary School at the end of the 1985-86 school year must notify his/her principal in writing no later than five (5) school days before the end of the school year and shall have the opportunity to attend the August 1, 1986, placement meeting and choose a position pursuant to the Collective Bargaining Agreement between the Board and the Union.

**H-2** Any and all vacancies in the Sackett Basic Education/Science and Technology Magnet Program during the school year or any part thereof shall be filled pursuant to the Collective Bargaining Agreement between the Board and the Union provided that the teacher next with the right to become a member of the faculty of said program makes a signed commitment, said commitment being as stated in H-3 below. Any teacher so opting during the 1985-86 school year may also at the close of the 1985-1986 school year choose to leave said program and must notify his/her principal in writing no later than five (5) school days before the end of the school year and shall have the opportunity to attend the August, 1986, summer placement meeting and choose a position pursuant to the Collective Bargaining Agreement between the Board and the Union.

**H-3** The following are the expectations of a teacher in the Sackett Basic Education/Science and Technology Magnet Program:

- Be responsible to carrying out in his/her classroom the prescribed magnet program curriculum and other program activities;
- Participate in curriculum development workshops and in-service training during the school day;
- Participate on a paid basis in after school, summer in-service, and/or curricular development activities on a voluntary basis;
- Be able and willing to transfer and integrate science concepts in all content areas;
- Modify classroom instructional techniques to fit within the context of a science/technology oriented environment;
- Work cooperatively with other teachers whenever the curriculum requires a cooperative teaching approach;
- Actively participate in school field study programs during the school day that are appropriate to the grade level;
- Organize the physical environment of the classroom to reflect the overall school theme;
- Participate in student teacher and/or practicum programs, if certified.

**H-4** There shall be a science teacher assigned to the program. The duties of the teacher shall include teaching regularly scheduled classes in the science and technology resource center. The science and technology resource center shall have a paraprofessional assigned at least three-fifths (3/5) time to maintain said resource center.

Except as noted in Appendix H, hereinabove any and all other terms and provisions of the Collective Bargaining Agreement between the Board and the Union shall remain in full force and effect with respect to the Sackett Basic Education/Science and Technology Magnet Program.

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**APPENDIX I**  
**HOPE HIGH SCHOOL ESSENTIAL SCHOOL PROJECT**

The following shall apply only to the Hope High School Essential School Project, (hereinafter referred to as "ESP") and shall be an exception to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

**Section A Positions in the ESP:**

1. Teaching positions in the ESP, including the position of head teacher, shall be posted system wide and filled pursuant to Article 11 titled "Posting and Filling of Other Job Openings" and positions shall be filled only by teachers who were members of the Hope High School faculty. In the event that there are no qualified applicants for said posted positions from among said Hope High School faculty, said positions shall be filled pursuant to Article 11.
  - 1.1. The position of head teacher of the ESP shall be filled according to the procedures of Section A-1 above except that preference shall be given to teachers from the ESP.
2. A committee composed of the Superintendent or his/her designee; the principal of Hope High School; an elected representative for the Hope High School faculty; and the head teacher, when a candidate for an ESP position is being interviewed, shall constitute the interviewing committee in lieu of the interviewing process provided by Article 11, Section 7.
3. Vacancies and newly created positions in the ESP shall be filled according to the procedures stated hereinabove, and shall not be filled subject to the transfer lists, preference sheets, or other assignment or reassignment rights pursuant to Article 14.
4. Positions of teachers in the ESP shall not be reduced or eliminated, except that should the recruitment for students not realize sufficient enrollment to warrant maintaining the full ESP faculty, said ESP faculty shall be consolidated out of the ESP pursuant to the Collective Bargaining Agreement. Teachers in said positions shall not be subject to being reassigned out of Hope High School or ESP unless and until said teachers become subject to reassignment out of certification are system-wide and/or are subject to lay-off as provided for in Article 14.

**Section B Maintenance of Positions at Hope High School:**

1. Effective September 1, 1985, no regularly appointed teacher filling any position at Hope High School as of September 1, 1985, shall be consolidated and/or reassigned out of Hope High School except as said teachers may become subject to reassignment out of certification area system-wide and/or are subject to lay-off as provided for in Article 14, or as said teachers may voluntarily transfer, resign, or otherwise vacate said positions pursuant to the Collective Bargaining Agreement.

**Section C Assignments and Transfers to Hope High School after September 1985:**

1. Teachers offered positions at Hope High School after September 1, 1985, pursuant to the Collective Bargaining Agreement shall be subject to all provisions of the Collective Bargaining Agreement except that teachers offered their first choice for transfer to said positions at Hope shall not be compelled to accept said first choice, and said teacher shall not lose his/her standing on the transfer request list if he/she refuses said first choice.
2. The School Department shall maintain system-wide area of certification seniority (SWACS) lists for all regularly appointed teachers joining the regular Hope High faculty after September 1, 1985, and said teachers appearing on said lists shall not be subject to the exceptions of the Collective Bargaining Agreement between the Union and the Board as provided for in this amendment and all teachers offered positions at Hope High School after September 1, 1985 shall be so informed.

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**Section D Homeroom and Administrative Assignments and Schedule:**

1. Teachers in the ESP shall be guaranteed at least one (1) planning period each day in addition to their unassigned and duty-free lunch periods each day.
2. Teachers in the ESP shall be programmed for homeroom assignments and administrative assignments during homeroom period with ESP and not within the regular Hope High School program, and shall be subject to in-house substitute coverage as provided in Article 8, Section 7 at Hope High School and ESP.
3. Teachers in the ESP shall have the option of electing to schedule the ESP on a quarterly or semester basis. Such option shall be considered as elected and shall be implemented only provided that at least 75% of all of the teachers on each team have so voted in a referendum for this purpose. A decision to depart from annual scheduling shall be reviewed by all the ESP teachers no later than April of each school year and must be re-voted to remain in effect with at least 75% so voting in a referendum as a requirement to continue to do so.

Should ESP teachers vote to elect a quarterly or semester schedule, they shall be provided with preference sheets thirty (30) school days prior to the beginning of the implementation date of said schedule. They shall return their preference sheets within five (5) school days and shall be provided with a tentative schedule ten (10) school days and a final schedule five (5) school days before the implementation date of said schedule. This shall obtain only for schedules beginning at other than the beginning of the school year.

ESP teachers shall retain any and all other rights under the Contract including Article 15 except those specifically amended hereinabove.

Said Sub-Section 3 hereinabove shall be a one (1) year experimental activity subject to review and renewal by the Union's President and Superintendent of Schools.

**Section E Opt Out Provision:**

1. After each teacher's first year in ESP said teachers have the opportunity to opt out of the program by giving written notice to the Superintendent no later than May 1 of said school year that said teacher desires to leave the ESP at the end of said school year. Teachers opting out of the ESP shall be reassigned pursuant to the provisions of Article 14.

**Section F Continuity of Ratios:**

1. Members of the Hope High School faculty who become teachers in the ESP shall continue to be considered members of the department from whence they came for purposes of computing Department Heads Compensatory Periods. ESP faculty shall attend meetings of the departments from whence they came when deemed appropriate by the principal. The head teacher shall attend all meetings of Department Heads called by the principal.

**Section G Head Teacher:**

1. The position of Head Teacher of the ESP at Hope High School shall be a non-supervisory, non-administrative position. The Head Teacher shall teach one (1) class per day and fulfill other job requirements pursuant to his/her job specification which are attached and made a part of this amendment. The Head Teacher shall be provided with clerical support to fulfill the requirements of his/her position.

Except as noted herein Appendix I, any and all other terms and provision of the Collective Bargaining Agreement between the Board and the Union shall remain in full force and effect with respect to Hope High School teachers and ESP teachers.

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**APPENDIX J  
FINANCIAL AID ADVISORS**

The following shall apply to the Last Dollar Scholarship Financial Aid Advisors (FAA's) program and shall be a three (3) year experimental program subject to review and renewal by the parties and shall be implemented only provided that at least \$50,000 is provided by the Public Education Fund in each of the three (3) years of this experimental program.

**Section A. Posting and Filling FAA Positions**

1. There shall be at least two (2) guidance positions which shall be known as Financial Aid Advisors hereinafter referred to as the "FAA". These positions shall be filled pursuant to Article 11 titled "Posting and Filling of other Job Openings" and Article 13 titled "Other Job Openings".
2. A committee composed of the Superintendent of his/her designee; the Executive Director of the Public Education Fund hereinafter referred to as the "PEF" or his/her designee; the Chairman of the PEF or his/her designee; and the Chairman of Scholarship Advisory Committee\* or his/her designee shall constitute the interviewing committee provided by Article II, Section 7.
3. A vacancy or a newly created position for an FAA shall be filled according to the procedures sated hereinabove, and shall not be filled subject to the transfer lists, preference sheets, or other assignment or reassignment rights pursuant to Article 14.

\* An advisory committee of the Last Dollar Scholarship Program to the PEF Board.

**Section B Maintenance of Ratios**

1. The FAA positions shall be considered secondary guidance positions and shall be in addition to the number of secondary guidance positions in effect as of the 1987-1988 school year and shall not be considered in calculating the 250 to 1 ratio of students to secondary guidance counselors and the pro-rated ratio of students to guidance department heads.
2. The FAA's shall not be considered to be part of a guidance itinerant group under 14-14.3.1 and shall not have a home-base assignment but shall be considered to be an itinerant group unto themselves.

**Section C Opt Out Provision**

1. After the first school year, each FAA shall have the opportunity to opt out of the program by giving written notice to the Superintendent by no later than January 15 of said school year stating that said FAA counselor desires to leave the position and said counselor shall be reassigned pursuant to the provisions of Article 14.

**Section D Job Expectations and Working Conditions**

1. FAA's shall be exempt only from homeroom and administrative period assignments and shall work directly under the supervision of the Superintendent or his/her designee. FAA's shall not be subject to assignments in building administrators unless there is an emergency.
2. FAA's shall work the contractual high school day and in addition are expected to run workshops for students, parents and teachers beyond the school day. The FAA's are responsible in consultation with the Executive Director of the PEF for establishing the schedule and all arrangements for said workshops. Hours worked beyond the school day will be compensated at the hourly rate pursuant to B-8.
3. The FAA's who are required to attend financial aid training sessions on days when school is not

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in session, shall be compensated at 181 of their annual gross pay for each day worked and may be granted leave from such required attendance only for illness, bereavement or emergency.

The number of days of required attendance when school is not in session shall not exceed ten (10). Additional days beyond the work year shall be by agreement with the FAA's.

4. The FAA's shall be provided with the following:
  - a) the opportunity to meet in large and small groups with all students, grades 7-12 by arrangement with building principals;
  - b) a private office or conference room in each high school in which to meet with students on an individual basis;
  - c) access to student schedules in each school; and
  - d) an office located in a school or central location with a file cabinet with a lock, a telephone extension, access to a copy machine and clerical assistance to take messages, and to type recommendations and reports.
  
5. FAA's shall be expected to:
  - a) provide workshops for students and parents during and after school hours in post-secondary education opportunities and the Last Dollar Scholarship Program;
  - b) meet with large and small groups of students in school to explain the Last Dollar Scholarship Program;
  - c) meet with individual seniors to provide information and assistance with college admission forms and financial aid applications; to provide seniors with help in search for scholarships, grants, etc.; and to assist students in interpreting and dealing with announcements and correspondence they receive from institutions and organization they have contacted;
  - d) assist students through the Last Dollar Scholarship application process;
  - e) maintain all appropriate student information and records in an orderly system;
  - f) make written analyses of students' needs and written recommendations on scholarship assistance for each student in the program;
  - g) provide written analysis and recommendations together with appropriate student information to the Executive Director of the PEF; and
  - h) provide a brief quarterly report to the Superintendent and Executive Director of PEF outlining school visits, number of students contacted and type of contact (large, small group, individual), after school/evening meetings, etc.

Except as noted in Appendix J, hereinabove, any and all other terms and provisions of the Collective Bargaining Agreement between the Board and the Union shall remain in full force and effect with respect to the Financial Aid Advisors.

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**APPENDIX K  
UNION IN-SERVICE PROGRAM (UIP)**

The Board agrees to continue to provide:

1. One-fifth (1/5) of the salary of the UIP coordinator designated by the Union's President and to release said Coordinator one-fifth (1/5) of a teaching program per day or one day per week to administer the UIP program; and
2. Release of two (2) teachers per school identified by the Union President to attend all day training sessions, not to exceed five (5) school days per school year and scheduled with the mutual agreement of the Superintendent and UIP coordinator; and
3. Time during the System-wide Release Time Schedule to allow teachers to participate in the UIP, with said time subject to the mutual agreement of the Superintendent and UIP Coordinator.

**APPENDIX L  
ELEMENTARY SCHOOL DROP OUT PREVENTION PROGRAM**

- L-1** The Union and the Board agree that a program entitled Elementary School Drop Out Prevention Program (ESDOPP) shall be established in the following Elementary Schools: Gilbert Stuart, Carl G. Lauro, William D'Abate, Broad Street, West Broadway and Mary E. Fogarty.
- L-1.1** At the end of each school year the parties may agree to maintain the program at its current level or expand the program to additional school sites.
- L-2** The Drop Out Prevention Program shall be an intervention program for elementary school students diagnosed as at-risk of school failure and/or dropping out of school. The intervention program shall be delivered by an intervention team, the core of the team being the building principal, Drop Out Prevention Clinical Social Worker and Drop Out Prevention Guidance Counselor.
- L-3** The Drop Out Prevention Guidance Counselors and the Clinical Social Workers shall have the same eligible student population of approximately 900 students each. In order to avoid their time being used more frequently in meetings than with children, in no case shall the clinical Social Workers and the Guidance Counselors be assigned to more than two (2) schools unless agreed to by the Superintendent and the Union President. Should the program design incorporate large group instruction by the Clinical Social Worker and/or the Guidance Counselor, a class of special education students shall be considered 26 students in determining eligible pupil population.
- L-4** The ESDOPP Clinical Social Worker and Guidance Counselor shall not be considered as part of an itinerant group. However, the ESDOPP Clinical Social Workers and Guidance Counselors shall be considered a group amongst themselves for equitable standards.
- L-5** There shall be no reduction in the number of non-ESDOPP social workers, home visitors, or guidance counselors as a result of this program.
- L-6** Clinical Social Workers and Drop-Out Prevention Guidance Counselors shall fulfill the duties as outlined in the job specification (L-12 and L-13) which are herewith made a part of this Agreement and according to the program design (L-11) which is herewith made a part of this Agreement.
- L-7** At the end of the 1990-1991 school year, the parties agree to seek the opinions of the Drop-Out Prevention Guidance Counselors, Clinical Social Workers and building principals where the program is in effect, concerning the changes in job specifications and program design. Changes in the job specification and the program design will be made only by mutual agreement of the parties.

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L-8 The selection of the Drop-Out Prevention Guidance Counselors and the Drop-Out Prevention Clinical Social Workers shall be made pursuant to Article 11 and 13 of the Collective Bargaining Agreement. Preference shall be given to those applicants who are currently serving in the guidance counselor and social worker areas of certification in the Providence School Department and absent applicants from these areas, preference shall be given to qualified teachers on preference sheets, and then the transfer list in order of transfer requests, and then the recall lists.

L-9 Pay for regular school-day work performed by the Drop-Out Prevention Guidance Counselors and Clinical Social Workers beyond the regular work day shall be on the basis of the pro ration of salary, and work done beyond the regular school year shall be compensated at the daily rate of pay. After school workshops and curriculum development activities shall be at the hourly rate (B-8). The schedule of work beyond the school day defined (Article 8-5.2) and the work year (Article 8-5.3) shall be by mutual agreement between the principal, Drop Out Prevention Guidance Counselor and Social Worker.

L-10 Each Clinical Social Worker and Drop Out Prevention Guidance Counselor shall be provided with safe, secure storage areas for files and other pertinent materials which may require confidentiality and for materials used in working with children, parents and staff members. Each counselor and social worker shall be provided with access to a telephone in a private place and to a private meeting space so that they may meet privately with counselors, parents and faculty.

L-11 ELEMENTARY DROP-OUT PREVENTION PROGRAM DESIGN

L-11.1 Purpose

It is the purpose of the Elementary Drop Out Prevention Program to provide intervention with and for students in elementary schools who appear to be at risk of school failure and/or who are potential school drop outs.

L-11.2 The Intervention Team

The Intervention Team in each school participating in the Elementary Drop Out Prevention Program shall meet at least once a week. The team shall be chaired by the principal. The members of the team shall include a Clinical Social Worker, and the Drop Out Prevention Guidance Counselor. From time to time, as needed, the team shall be expanded to include the nurse, referring teacher, faculty members of the school, special education personnel, and other school staff, depending upon the agenda at each team meeting.

L-11.2.1 The team works with children, their families, school staff and significant adults when there is long-term risk of school failure and dropping out of school. Short term problems are within the purview of this regular guidance counselor and/or home visitor.

L-11.3 Referrals To The Team

Referrals of at-risk children will be made to the team by faculty and staff members. The referral form will include both checklist and narrative opportunities for the teacher or school staff member to describe why the child is being referred to the team. A referral form will trigger the placement of a child's case for discussion on the team's agenda. After reviewing the agenda, the team response form is sent back to the referring teacher with the disposition of the case. If the team agrees that the child merits intervention, an intervention plan shall be made and a team member shall be designated as case manager. The case manager shall keep the team updated on a regular basis as to progress made. Should the team determine that the child is not an appropriate referral, the staff or faculty member making the referral shall be invited to the next meeting to expand upon the referral form description and have an opportunity to request that the team reconsider its position. Should the team not reverse its position, the student shall automatically be referred to the regular counselor by the team.

L-11.3.1 In developing a plan of intervention for each student, the team will identify specific areas of student

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strength and weakness, both in his/her relationships and in his/her academic program. The referring teacher or staff member will be apprised of the intervention plan and the case manager will compile and retain the file, including appropriate updates. The intervention plan may include work with the student, his family, home visits and consultations and meetings with significant adults and perhaps other staff members. Counseling sessions, attendance at workshops, resources of the community and other available means are expected to be used, as appropriate, to assist students and their families.

**L-11.4** Program Offerings

The Drop Out Prevention Intervention Team will coordinate or offer opportunities to assist parents. A series of workshops will be offered to parents on a regular basis during hours when they are available to attend and may include such issues as:

- (A) The Single Parent Family; Nurturing Vs. Limit Setting
- (B) Is Your Child At Risk of Dropping Out of School?
- (C) Disciplining Your Child
- (D) Assisting Your Child With School Work
- (E) Improving Communication With Your Child's Teacher
- (F) The Hyperactive Child
- (G) Dealing With Adolescents
- (H) Alcohol, Other Drugs And Your Child

This list is not exhaustive and is only exemplary of the nature of offerings that may be made.

**L-11.5** Program Limitation and Coordination With Current Programs

The Elementary Drop Out Prevention Program is not designed to supplant ongoing programs within the Providence School System, including the Elementary Guidance program and the Home Visitors Program. The current programs will continue in the same form and fashion as they currently exist. However, the programs may be coordinated. For example, if a student's chronic absenteeism continues after a home visitor has made a visit(s), with a referral, the intervention team may determine that work with the child and the child's parents on the issue of absenteeism and/or tardiness is appropriate for an intervention plan. Likewise, a child with a short term problem (i.e. bereavement, new school adjustment) would be addressed by the regular guidance counselor and would not be seen as an at-risk student unless referred to the team.

**L-11.6** Program Implementation

During the summer of 1989, guidance counselors and social workers accepted into the program shall develop at least the following: a definition of at-risk which will be submitted to the Superintendent for approval and if approved will be used as the guideline for teachers and other staff members in making referrals to the team; the at-risk referral form; and the at-risk referral response form. In addition, the counselors and social workers shall develop regular formats for intervention plans, for record keeping, and outlines of workshops for parents and staff to be scheduled during the school year.

**L-12** Elementary Drop Out Prevention Social Worker

Title: Clinical Social Worker - Elementary Drop Out Prevention Program  
Salary: In accordance with the Teacher's Contract

Job Specifications

The Clinical Social Worker reports to the school principal during the school day and school year. The Clinical Social Worker will be responsible to the Literacy Drop Out Prevention Administrator for after school and school recess activities. The Clinical Social Worker will serve on a team providing psychological counseling services to students and their parents as a component of the Elementary Drop Out Prevention Program. The Clinical Social Worker will assess and treat psycho social problems of students utilizing both internal and external resources and will attempt to enhance the home/school

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Specific Duties

1. Participates in At-Risk Team Meetings
2. Provides individual family treatment
3. Provides group treatment
4. Participates in parent conferences
5. Makes home visitations
6. Maintains written records as required by program design
7. Acts as a liaison with community resources and staff
8. Provides parent workshops
9. Provides support groups for parents and/or teachers
10. Reports to the school principal(s) during the school day and school year/Literacy Drop Out Administrator for after school recess and activities
11. Work after school, evenings and during school recess work required.

Experience Preferred

1. Clinical counseling
2. Work with parents and agencies
3. Work with elementary age students
4. Curriculum design and/or program planning
5. Presentations to adult groups

Qualifications

The person filling this position:

1. Must have a School Social Worker Certificate as required by the Rhode Island Department of Education.
2. Must meet residency requirements of the City Charter.

**DESCRIPTION OF ELEMENTARY DROP OUT PREVENTION PROGRAM  
AVAILABLE AT PERSONNEL OFFICE**

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER, THIS POSITION WILL BE FILLED WITHOUT REGARD TO RELIGION, RACE, NATIONAL ORIGIN, SEX, AGE OR HANDICAP.

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L-13 Elementary Drop Out Prevention Social Worker

Title: Guidance Counselor - Drop Out Prevention Program  
Salary: In accordance with the Teacher's Contract

Job Specifications

The Guidance Counselor reports to the school principal during the school day and school year. The Guidance Counselor will be responsible to the Literacy Drop Out Prevention Administrator for after school and school recess activities. The Guidance Counselor will serve on a team providing counseling services to students and their parents as a component of the Elementary Drop Out Prevention Program. The Guidance Counselor will assess and treat student interpersonal relationship problems utilizing both internal and external resources.

Specific Duties

1. Participate in At-Risk Team Meetings
2. Provides individual counseling sessions
3. Provides small group counseling sessions
4. Provides classroom counseling
5. Participates in parent conferences
6. Acts as a liaison with community resources and staff
7. Provides parent workshops
8. Provides support groups for parents and/or teachers
9. Maintains written records as required by program design
10. Reports to the school principal(s) during school day and school year
11. Work after school, evenings and during school recess work required.

Experience Preferred

1. Counseling
2. Work with parents and agencies
3. Work with elementary age students
4. Curriculum design and/or program planning
5. Presentation to adult groups

Qualifications

1. Must have a Guidance Counselor Certificate as required by the Rhode Island Department of Education
2. Must meet residency requirements of the City Charter

DESCRIPTION OF ELEMENTARY DROP OUT PREVENTIVE PROGRAM  
AVAILABLE AT PERSONNEL OFFICE

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER, THIS POSITION WILL BE FILLED WITHOUT REGARD TO RELIGION, RACE, NATIONAL ORIGIN, SEX, AGE OR HANDICAP.

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**APPENDIX M**  
**E.W. FLYNN MODEL GOVERNOR'S SCHOOL**

Effective upon ratification of the Providence School Board and the Providence Teachers Union, the following shall be an exception to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union only with respect to the E.W. Flynn Model School and with respect to Providence School Board Resolution #898 dated May 10, 1984.

**M-1**     Class Size: Class size maxima shall be as follows:

**M-1.1**   Grades K - 5 student enrollment shall not exceed 25 students per teaching period per class per school day.

**M-1.2**   Teachers may regroup students for instruction upon written notification to the principal in such a manner as they deem appropriate causing excess numbers of students to be in their classes from time-to-time. However, in no instance shall teachers be compelled to regroup for instruction.

**M-1.3**   There shall be a limitation of no more than two (2) special education mainstreamed students enrolled in any teacher's classroom per teaching period unless said students are receiving only up to one-half (1/2) hour per week of monitoring from the resource teacher, in which case said student shall not be counted within the limitation hereinabove noted.

**M-1.4**   The number of students enrolled in the classes of teachers of special subjects, including but not limited to library, health, science, computer science, art, music, physical education and other subjects which may be added shall not exceed 25 students per teaching period per class per day.

**M-1.5**   The number of students enrolled in classes where there are a specific number of student stations shall not exceed the number of student stations in said classes with the only exception being the continuation of the practice of two students at each station in the computer lab until such time as a sufficient number of computers are available to provide for a computer for each student in the computer lab and provided that at no time shall the enrolled class size maxima exceed the maxima hereinabove noted in M-1.1.

**M-2**     Student - Adult Ratios

**M-2.1**   At least three (3) trained teacher assistants shall be assigned to classroom teachers to support instructional programs. The teacher assistant shall work under the direction of the classroom teachers and shall be assigned to classroom teachers on a fair and equitable basis.

**M-2.2**   Teacher assistants who are assigned to assist teachers shall not be redeployed for temporary assignments within or outside except in an emergency. Teacher assistants shall receive in-service training in their specific roles at E.W. Flynn. The teachers to whom the teacher assistants are assigned, shall work with the principal in determining the roles, responsibilities and training for said teacher assistants.

**M-2.3**   The Union and Board agree to assist the E.W. Flynn School upon request in creating favorable adult-student ratios in developing additional

- student teacher placements;
- practicum placements;
- volunteer organization placements;
- parent volunteer placements;
- business volunteer placements; and
- other partnership opportunities as may occur;
- the feasibility of reducing class size to limits shown by effective research

**M-3**     Planning Periods

**M-3.1**   Each teacher, inclusive of specialists/special subject teachers, shall be provided with at least on (1) planning period per week. Said planning periods shall be in addition to a duty-free lunch period and unassigned

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period each day and in addition to any administrative assignments.

M-3.2 Said planning periods shall be a minimum of one half hour and a maximum of one (1) hour's uninterrupted duration and shall be within the school day.

M-3.3 Classroom teachers of the same or contiguous grade levels and/or interest and program areas shall be provided with common planning periods to the extent possible with every effort made to attain said common planning periods.

M-4 Split Grades

M-4.1 There shall be no split-grade classes at E. W. Flynn .

M-4.2 Notwithstanding the above, a teacher or cluster of teachers who may want to experiment with family grouping, multi-age groupings and other non-graded configurations may do so with the understanding that for System-Wide Area of Seniority purposes, they remain in the grade-level classification from whence they came. Their representative shall report such regrouping of students to the Council in a timely fashion.

M-5 Scheduling and Other General Matters

M-5.1 A group of teachers may, from time to time, agree to modify their teaching programs, only provided that said modifications are agreed to in writing by all who are effected. The principal and head teacher shall be informed of each program change.

M-5.2 Teachers of special subjects, including but not limited to library, health, science, computer lab, art, music, physical education and other subjects which may be added, shall be scheduled to teach classes of the same grade level on a day by day basis, unless such scheduling is impossible, in which case, changes in lesson preparation on a daily basis shall be held to the absolute minimum possible.

M-5.3 Classroom interruptions shall be held at a minimum. Visitors to the E. W. Flynn Model School to observe classes and discuss the program are welcome. However, classroom visitations will be prescheduled and only with the permission of the teacher(s) to be visited. Interviews and discussions will be by appointment and by mutual agreement with the teacher and will be scheduled during planning or administrative periods only. Nothing herein shall be construed to mean that the School may not plan for open houses for parents to visit classes.

M-5.4 There shall be at least four (4) scheduled parent conferences, two in the fall and two in the spring during early release time for students. One of each of the two shall be an evening conference. Teachers unable to attend evening conferences shall be scheduled for the afternoons of early release. Those attending the evening conferences shall be free to leave the building 15 minutes after student dismissal during the afternoon of release time.

M-5.5 Minor changes in time allotments for instruction in basic subjects may be made by classroom teachers from time to time upon notification to the principal. Major changes in the time allotments for instruction in basic subjects may only be effectuated with the permission of the principal and in accordance with the Basic Education Plan of the State of Rhode Island. Major changes will be made known by the principal and the Assistant Superintendent for Elementary Education.

M-5-6 The same cadre of substitute teachers shall be deployed to provide for a maximum consistency in instruction whenever possible. However, nothing herein shall be construed to mean that substitutes will not be equitably distributed among schools when the total number of absences exceed the total number of available substitutes.

M-6 Head Teacher

M-6.1 The head teacher shall teach a 50% teaching program.

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M-6.2 The duties of the head teacher shall include:

- serving on all committees established by the Governance Council;
- research in teacher improvement programs and development of in-service options for the faculty and parents;
- organizing and coordinating staff and parent development activities in conjunction with the principal;
- coordinating all orientation activities with the principal;
- serving as liaison to the Superintendent or his/her designee on program issues with the principal;
- coordinating public relations with the principal;
- coordinating the writing of grants with the principal and interested faculty;
- coordinating assemblies and other activities with the principal and participating teachers, parents and agencies;
- coordinating internship/volunteer programs with the principal and participating teachers;
- monitoring student progress with the principal;
- coordinating parent involvement activities with the principal;
- assisting teachers with special programs with the principal.

M-6.3 At the expiration of the Head Teacher's term of office as Head Teacher, he/se shall return to the position from whence he/she came.

M-7 Summer and After School Task Forces

M-7.1 Task forces of teachers, parents and administrators, with clerical support provided by the Board, shall be established from time to time as issues arise and/or study recommendations are needed.

M-7.2 Postings announcing said task forces shall be limited to E.W. Flynn Model School and pay schedules for the work of said task forces shall be pursuant to the Collective Bargaining Agreement. Teachers with expertise in certain areas such as preschool programs, parent education programs, special education, gifted and talented programs and other such topics may be invited to join said task forces from time to time as needed.

M-7.3 The topics for the task forces' considerations may be as follows:

- At-Risk Gifted Students;
- Parent Literacy Programs;
- Computer Facilities Upgrade;
- Parent Reading Center in the Library;
- Extended School-Day and Summer Programs; and
- Pre-Kindergarten Program

Additional topics for study may be determined from time to time. In no event shall any committee recommendations be implemented that would violate the terms or provisions of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union, School Board Policy, Administration Regulation, State Law or regulation. The number of task forces, number of members, frequency and duration of meetings shall be within the scope of available funding.

M-8 Summer and After School Programs

M-8.1 Staff development opportunities offered outside the school day shall be posted, and the pay schedule shall be pursuant to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union. Postings shall be limited to E.W. Flynn School. Said staff development programs shall be designed to meet the perceived needs of the faculty.

M-8.2 Teaching positions in after school programs for E.W. Flynn students shall be posted pursuant to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union with preference for filling said positions given to faculty. The pay schedule shall be pursuant to the

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Collective Bargaining Agreement between the Board and the Union.

**M-8.3** The number of staff development opportunities offered outside the school day and teaching positions in after school programs shall be within the scope of available funding.

**M-9** Filling Faculty Positions

Any and all vacancies in the Model School shall be filled pursuant to the Collective Bargaining Agreement between the Board and the Union provided that the teachers next with the right to become a member of the faculty makes a signed commitment, said commitment being as stated below.

**M-9.1** The following are the expectations of a teacher in the E.W. Flynn Model Elementary School

- Participate in orientation activities designed to acquaint new staff with the philosophy, goals and programs of the Governor's School;
- Be responsible for carrying out the prescribed program and activities;
- Participate in after school and summer staff development and/or curriculum development activities pursuant to the provisions of the Collective Bargaining Agreement;
- Participate in a Task Force/Study Group activities and/or committee work pursuant to the provisions of the Collective Bargaining Agreement;
- Be willing to transfer and integrate critical thinking skills in all content areas;
- Modify classroom instructional techniques to incorporate the concepts embodied in the School program;
- Be willing to incorporate learning activities and shared inquiry discussion/seminar approaches into regular classroom activities;
- Meet on a scheduled basis with specialists and resource teachers to plan and assess the status of both group and individual activities; and
- Participate in student teacher, practicum, and student internship and volunteer programs.

**M-9.2** Teachers at may opt out of the school at the end of each school year. Any teacher so opting out may at the close of said school year choose to leave said program and must notify his/her principal in writing no later than ten (10) school days before the end of the school year and shall have the opportunity to attend the summer placement meeting and choose a position pursuant to the Collective Bargaining Agreement between the Board and the Union.

**M-10** Student Discipline

In addition to School Board Policy and Administrative Reg. 5144 and Article 9 of the Collective Bargaining Agreement, there shall be a Student Discipline Review Board at E.E. , chaired by the Assistant Principal established to design a positive program to address the needs of chronically misbehaving students. The principal shall include on said Discipline Review Board, the school social worker, and the referring teacher and at his/her discretion, the school nurse, guidance counselor, and other appropriate professional staff.

**M-11** Early Intervention Program for At-Risk Students - At-Risk Team

**M-11.1** There shall be an intervention team for students at risk of dropping out which shall consist of the full-time social worker and 2/5 guidance counselor. The team shall hold regularly scheduled weekly meetings and shall be considered an adaptation of the ESDOPP (Appendix L of the Collective Bargaining Agreement)

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model. The participation of the principal, school-nurse teacher, referring teacher and others shall be on a needs basis as determined by the team.

**M-11.2** The At-Risk Team Guidance Counselor shall be assigned no other duties at outside of his/her responsibilities to the at-risk program. He/She shall not be used for the elementary guidance program, including, but not limited to IEP's , the Bus program, etc.

**M-11.3** Scheduled after school workshops and programs and home visits made by members of the Team shall be compensated pursuant to the hourly rate in the Collective Bargaining Agreement.

**M-12** Textbooks and Curriculum

**M-12.1** Teachers wishing to utilize alternative texts for individual students based on the needs of said students shall have the right to do so with notification to the principal.

**M-12.2** Should a teacher wish to deviate from the adopted Providence School Board texts he/she may do so only with the permission of the principal. The principal shall review changes in classroom text selection with the Assistant Superintendent of Elementary Education.

**M-12.3** Should the principal together with the faculty at , desire a change in the basic curriculum and adopted textbooks in various areas of instruction, the principal shall follow appropriate procedures to request a waiver from the Providence School Board.

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**APPENDIX N**  
**CARL G. LAURO SCHOOL-WIDE PROJECT**

Effective June 13, 1990 through August 31, 1991 only the following shall be an exception to the September 1, 1988 - August 31, 1991, Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union only with respect to the Carl G. Lauro School:

- N-1 Class Size: Class size maxima shall be as follows:
- N-1.1 Grades 1, 2 and 3 enrollment shall not exceed 14 students per teaching period per class per school day.
- N-1.2 Grades 4, 5 and 6 enrollment shall not exceed 20 students per teaching period per class per school day.
- N-1.3 Kindergarten (K) enrollment shall not exceed 14 students per teaching period per class, per school day except that neighborhood children not to exceed twenty (20), enrolling after the beginning of the school year in September of each school year shall be enrolled in the class of the most junior System Wide Area of Certification Seniority (SWACS) kindergarten teacher. Said kindergarten teacher shall be immediately assigned a full-time trained teacher assistant and said teacher assistant shall remain assigned to said kindergarten teacher until such time as his/her enrollment reaches 14 students per teaching period per class per school day, or less. When kindergarten enrollment in a class reaches 20 students, the next neighborhood enrollee shall be enrolled in the next most senior System Wide Area of Certification Seniority kindergarten teacher's class. When the enrollment in the next most senior SWACS kindergarten teacher's class reaches twenty (20), the next neighborhood kindergarten enrollee will be enrolled in the most junior SWACS teacher's other-kindergarten class in the event that there are only two (2) kindergarten teachers; or in the third from the bottom SWACS teacher's class in the event that there are more than two (2) kindergarten teachers. This pattern of enrollment shall follow with the understanding that a new kindergarten section maybe opened if there are insufficient seats for neighborhood students available. In no instance shall enrollment in K classes exceed 20 students per teaching period per class per school day, and in every instance a full-time trained teacher assistant shall be assigned to each K class in which enrollment is between 15 and 20 students.
- N-1.4 Teachers may voluntarily regroup students for instruction in such a manner as they deem appropriate causing excess numbers of students to be in their classes from time to time. However, in no instance shall teachers be compelled to regroup for instruction.
- N-1.5 Self-contained special education classes shall be limited to a maximum of eight students enrolled without a teacher aide and a maximum of 10 students enrolled with a teacher aide, pursuant to law and regulation.
- N-1.6 The intensive resource teacher total case load shall not exceed 20 students. The special education resource teacher case load shall be pursuant to law and regulation.
- N-1.7 There shall be a limitation of no more than two (2) special education mainstreamed students, inclusive of both resource and intensive resource, enrolled in any teacher's classroom.
- N-1.8 The teachers of special subjects, including but not limited to library, health, literacy laboratory, writing laboratory, computer science, art, music, physical education and other subjects which may be added, shall not exceed an average of twenty five (25) students per teaching period per class per school day, with no more than twenty eight (28) students enrolled in any teaching period at any one time.
- N-1.9 The number of students enrolled in classes where there are a specific number of student stations shall not exceed the number of student stations in said classes, provided that at no time shall the enrolled class size maxima exceed the maxima herein above noted.
- N-1.10 A trained full-time teacher assistant shall be assigned to teachers of special academic subjects such as library, health, literacy lab, writing lab, computer lab, science, and such other teachers of subjects as may be added later.

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N-1.11 In no instance shall the Providence School Department use the Carl Lauro School to place students which would cause an excess of the class size maxima hereinabove established; and under no circumstances may a teacher volunteer to enroll students in excess of the class size maxima hereinabove established. The principal, when enrolling students, shall not violate the class size maxima provided hereinabove.

N-2 Planning Periods

N-2.1 Each teacher, inclusive of specialist teachers, shall be provided with at least one (1) planning period per week. Said planning periods shall be in addition to a duty-free lunch period and unassigned period each day and in addition to any administrative assignments.

N-2.2 Said planning periods shall be a minimum of one half hour and a maximum of one (1) hour's uninterrupted duration and shall be within the school day.

N-2.3 In order to make meeting with each other and with the principal possible, classroom teachers of the same or contiguous grade levels and/or interest and program areas shall be provided with common planning periods to the extent possible with every effort made to attain said common planning periods.

N-3 Split Grades

N-3.1 The Board shall eliminate split grades classes at Carl Lauro to the extent possible.

N-3.2 Once established, straight grades will not be converted to split grades not will new split grade classes be established.

N-3.3 Notwithstanding the above, a teacher or cluster of teachers who may want to experiment with family groupings, multi-age grouping and other non-graded configurations may do so with the understanding that for SWACS purposes they remain in the grade-level classification from whence they came.

N-4 General Working Conditions

N-4.1 Teacher assistants shall receive in-service training in their specific roles at Carl Lauro. The teachers to whom the teacher assistants are assigned shall work with the school administration in determining the roles, responsibilities and in-service training for said teacher assistants.

N-4.2 Teacher assistants who are assigned to assist teachers shall not be redeployed for temporary assignments within or outside Lauro except in an emergency.

N-4.3 To the extent possible, the same cadre of substitute teachers shall be deployed to Lauro to provide for maximum consistency in instruction. However, nothing herein shall be construed to mean that substitutes will not be equitably distributed among schools when the total number of teacher absences exceed the total number of available substitutes.

N-4.4 Teachers shall continue to be provided with telephones for their use in calling parents.

N-4.5 Classroom interruptions shall be held to a minimum. Visitors to Carl Lauro school to observe classes and discuss the program are welcome. However, classroom visitations will be prescheduled and only with the permission of the teacher(s) to be visited. Interviews and discussions will be by appointment and by mutual agreement with the teacher and will be scheduled during planning or administrative periods only. Nothing herein shall be construed to mean that Carl Lauro may not plan for an open house for parents to visit classes.

N-5 Student Transportation

N-5.1 Effective at the beginning of the second quarter of the 1990-91 school year, late buses shall be provided for students for after school activities. Said activities shall be determined during the first quarter of the 1990-91

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school year by a committee of teachers and the school administration.

N-5.2 Parents of students who move to another Providence Public School district will be given the opportunity for their children to remain enrolled at Carl Lauro and transportation shall be provide to attain this end.

N-6 Summer and After School Committees

N-6.1 Committees of teachers and administrators, with clerical support provided by the Board, shall be established from time to time as issues arise and study or recommendations are needed.

N-6.2 Postings announcing said committees shall be limited to Carl Lauro School and pay schedules for the work of said committees shall be pursuant to the Contract. Teachers with expertise in certain areas such as parent education program, system wide bilingual ESL programs, and other such topics may be invited to join said committees from time to time as needed.

N-6.3 The initial committees shall be established and shall meet during the summer of 1990. The topics for the committees' consideration for the summer and 1990-91 school year shall be determined by the advisory committee in accord with the needs assessment done and completed in June 1990. In no event shall any committee recommendations be implemented that would violate the terms or provisions of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

N-7 Summer and After School Programs

N-7.1 In service opportunities for Carl Lauro faculty shall be offered according to the needs identified by the faculty.

N-7.2 In service opportunities offered outside the school days shall be posted and the pay schedule shall be pursuant to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union. Posting shall be limited to Carl Lauro School.

N-7.3 Teaching positions in any after school program for Carl Lauro students shall be posted pursuant to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union with preference for filling said positions given to Lauro faculty. The pay schedule shall be pursuant to the Collective Bargaining Agreement between the Board and the Union.

N-8 Advisory Council

N-8.1 There shall be a council made up of teachers selected by their peers on the faculty at Carl Lauro; other school staff; school and Chapter I administrators; and Chapter I and other parents. Said council shall meet and shall advise the faculty, school and central administration, and parents with respect to the matters noted hereinabove as well as with respect to changes in the Carl Lauro program and other appropriate recommendations. The specific organizational structure, composition and other matters normally governed by a set of by-laws shall be developed by a committee which will meet during the summer of 1990 and which will report its recommendation to the Providence School Board and the Providence Teachers Union by December 1, 1990.

In no event shall recommendations be implemented that will violate the Union-Board Collective Bargaining Agreement. However, the Union and Board will consider the recommendations of the above referenced committee for modification and/or inclusion within this section.

N-8.2 Compensation for Service

Teachers serving on said advisory council shall be compensated according to the hourly rate in the Union-Board Collective Bargaining Agreement.

N-9 Stability of Faculty Positions

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Throughout the duration of this Agreement, the number of teachers by certification area at Carl Lauro School shall not be altered unless by attrition or unless necessitated by an increase in neighborhood limited-English proficient students and a concomitant decrease in English-proficient students. Variances and basic changes in the Chapter I proposal shall not be effectuated unless by 67% vote of the faculty.

**N-10** Opt Out Provision

The regular faculty of Carl G. Lauro School, including itinerant teachers who are home-based at said school, shall be provided with the list of vacancies known to the Superintendent as of July 2, 1990. Said teachers may opt out of Lauro by notifying the Superintendent of their exercise of said option in writing between June 14, 1990 and July 11, 1990. Said teachers shall be reassigned pursuant to the provisions of Article 14.

**N-11** The faculty, including itinerant teachers who are home-based at Carl Lauro, may opt out at the end of each school year by indicating their intent to exercise said option by writing to the Superintendent between the last day of school and July 1 of each school year. Said teachers shall be reassigned pursuant to the provisions of Article 14.

**N-12** It is the intent of the parties to extend this agreement for at least an additional three (3) years with Chapter 1 or its' successor funding.

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**APPENDIX O**  
**WILLIAM D'ABATE SCHOOL-WIDE PROJECT**

Effective September 1991 through August 1992, only the following shall be an exception to the September 1, 1991-August 31, 1992, collective bargaining agreement between the Providence School Board and the Providence Teachers Union only with respect to the William D'Abate Memorial School:

**O**     Class Size

**O-1**     There shall be five (5) full-time teacher assistants assigned to D'Abate. Said teacher assistants shall be assigned to work in Kindergarten through Grade 5 classrooms during language arts and mathematics instructional periods to the extent permissible by scheduling exigencies.

**O-1.1**   Teacher assistants' duties may include but shall not be limited to generally assisting teachers in their classroom duties, tutoring individual and small groups under direct teacher supervision, and preparation and duplication of teaching materials, escorting children, etc.

**O-1.2**   Teacher assistants shall receive in-service training in their specific roles at D'Abate. The teachers to whom the teacher assistants are assigned shall work with the school administration in determining the roles, responsibilities and in-service training for said teacher assistants.

**O-1.3**   Teacher assistants who are assigned to assist teachers shall not be redeployed for temporary assignments within or outside D'Abate except in an emergency, except for cafeteria duty and stock distribution.

**O-1.4**   Self-contained special education classes shall be limited to a maximum of eight students enrolled without a teacher assistant and a maximum of 10 students enrolled with a teacher assistant, pursuant to law and regulation.

**O-1.5**   The number of students enrolled in classes where there are a specific number of student stations shall not exceed the number of student stations in said classes, provided that at no time shall the enrolled class-size maxima exceed the maxima in Article 8 and hereinabove noted.

**O-1.6**   In no instance shall the Providence School Department use the D'Abate School to place students which would cause an excess of the class size maxima in Article 8 of the Collective Bargaining Agreement hereinabove established; and under no circumstances may a teacher volunteer to enroll students in excess of the class size maxima hereinabove established. Effective September 1992, the principal, when enrolling students, shall not violate the class size maxima provided hereinabove.

**O-2**     Teacher Specialists

**O-2.1**   There shall be full-time teaching personnel in the following areas assigned to D'Abate under the School Wide Projects as follows: art, library, nurse-teacher, reading, and an ESDOPP team (Social Worker and Guidance Counselor).

**O-2.2**   The full-time specialist teachers hereinabove noted shall not be considered part of any itinerant group for purpose of fair and equitable standards.

**O-2.3**   Said full-time specialist teachers shall be responsible for the regular Providence School Department Curriculum for the standard allocation for their service to D'Abate. The excess service shall be in accord with the School Wide Project proposal and job description made a part of this Agreement in Appendix O and appended hereto.

**O-3**     Planning Periods

**O-3.1**   Each teacher, inclusive of specialist teachers, shall be provided with at least one (1) planning period per week if possible and a minimum of one every other week. Said planning period shall be in addition to a

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duty-free lunch period and unassigned period each day in addition to any administrative assignments.

O-3.2 Said planning periods shall be a minimum of one half hour and a maximum of one (1) hour's uninterrupted duration and shall be within the school day.

O-3.3 In order to make meeting with each other and with the principal possible, teachers of the same or contiguous grade levels and/or interest and/or program areas shall be provided with common planning periods to the extent possible with every effort made to attain said common planning periods.

O-4 Split Grades

O-4.1 Effective September 1992, there shall be no split first/second grade classes at D' Abate.

O-4.2 Notwithstanding the above, a teacher or cluster of teachers who may want to experiment with family groupings, multi-age groupings and other non-graded configurations may do so with the understanding that for SWACS purposes, they remain in the grade-level classification from whence they came.

O-5 General Working Conditions

O-5.1 To the extent possible, the same cadre of substitute teachers shall be deployed to D' Abate to provide for maximum consistency in instruction. However, nothing herein shall be construed to mean that substitutes will not be equitably distributed among schools when the total number of teacher absences exceed the total number of available substitutes.

O-5.2 Teachers shall continue to be provided with telephones for their use in calling parents and for other school related matters.

O-5.3 Classroom interruptions shall be held to a minimum. Visitors to William D' Abate school to observe classes and discuss the program are welcome. However, classroom visitations will be prescheduled and only with the permission of the teacher(s) to be visited. Interviews and discussions will be by appointment and by mutual agreement with the teacher and will be scheduled during planning or administrative periods only. Nothing herein shall be construed to mean that William D' Abate may not plan for an open house for parents to visit classes.

O-5.4 Teacher shall not be assigned cafeteria duty, except when the principal is absent from school or called out of school by the Superintendent or his/her designee on assignment.

O-6 Student Transportation

O-6.1 Late buses shall be provided for students for after school activities. Said activities shall be determined during the first quarter of the 1990-91 school year by a committee of teachers and the building principal.

O-6.2 Parents of students who move to another Providence Public School district will be given the opportunity for their children to remain enrolled at William D' Abate and transportation shall be provide to attain this end.

O-7 Summer and After School Committees

O-7.1 Committees of teachers and administrators, with clerical support provided by the Board, shall be established from time to time as issues arise and study or recommendations are needed.

O-7.2 Postings announcing said committees shall be limited to William D' Abate School and pay schedules for the work of said committees shall be pursuant to the Contract. Teachers with expertise in certain areas such as parent education program, system wide bilingual, ESL programs, and other such topics may be invited to join said committees from time to time as needed. The number of committees and number of members, frequency and duration of meetings shall be within the scope of available funding.

O-7.3 The topics for the committees' consideration for the 1991-92 school year shall be determined by the advisory

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committee in accord with the needs assessment done and completed in June 1991. In no event shall any committee recommendations be implemented that would violate the terms or provisions of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

**O-8** Summer and After School Programs

- O-8.1** In addition to regular Providence School Department in-service opportunities in-service opportunities for William D'Abate faculty, shall be offered according to the needs identified by the faculty.
- O-8.2** In-service opportunities offered outside the school day shall be posted and the pay schedule shall be pursuant to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union. Postings shall be limited to William D'Abate School.
- O-8.3** To the maximum extent possible releasing teachers from classes through release time and/or the hiring of substitute teachers shall be utilized for the provision of in-service education.
- O-8.4** In-service opportunities shall be within the scope of available funding.

**O-9** Advisory Council

- O-9.1** There shall be a council made up of teachers selected by their peers on the faculty at William D'Abate; other school staff; school and Chapter I administrators; and Chapter I and other parents. Said council shall meet and shall advise the faculty, school and central administration, and parents with respect to the matters noted hereinabove as well as with respect to changes in the William D'Abate program and other appropriate recommendations. The specific organizational structure, composition and other matters normally governed by a set of by-laws shall be developed by a committee which will meet during the first quarter of the 1990-1991 school year and which will report its recommendation to the Providence School Board and the Providence Teachers Union by December 1, 1991.

In no event shall recommendations be implemented that will violate the Union-Board Collective Bargaining Agreement. However, the Union and Board will consider the recommendations of the above referenced committee for modification and/or inclusion within this section.

**O-9.2** Compensation for Service

Teachers, parents and others serving on said advisory council shall be compensated according to the hourly rate in the Union-Board Collective Bargaining Agreement when meetings are held outside the individual's normal work day. The size of council and frequency and duration of meetings shall be held within the scope made possible by the availability of funds.

**O-10** Stability of Faculty Positions

Throughout the duration of this Agreement, the number of teachers by certification area at William D'Abate School shall not be altered unless by attrition or unless necessitated by an increase in neighborhood limited-English proficient students and a concomitant decrease in English-proficient students. Variances and basic changes in the Chapter I proposal shall not be effectuated unless by 67% vote of the faculty.

- O-11** It is the intent of the parties to extend this agreement for at least an additional three (3) years with Chapter I or its successor funding.

All other terms and provision of the September 1, 199\_ to August 31, 199\_ Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union shall remain in full force and effect for all William D'Abate teachers except as modified and amended by the terms and provisions of this amendment.

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APPENDIX P  
WEST BROADWAY SCHOOL-WIDE PROJECT

Effective September 1, 1991 through August 31, 1992, only the following shall be an exception to the September 1, 1991 - August 31, 1992, Collective Bargaining Agreement between the Providence School Board and the Providence Teachers' Union only with respect to the West Broadway School:

**P**     Class Size

- P-1.**     There shall be a sixth (6<sup>th</sup>) full-time English-as-a second-language (ESL) Teacher assigned to West Broadway.
- P-1.2.**    Said additional ESL teacher shall provide direct instruction on a weekly basis to no more than a total of forty-five (45) students in groups of no more than fifteen (15) each, category A limited-English-proficient "newcomers," in forty-five (45) minute instructional periods on a rotating pullout basis. Said direct instruction to the newcomers groups shall make up of 33% of said additional ESL teacher's total weekly program.
- P-1.3.**    There shall be no more than twenty-six (26) ESL students enrolled per period per day in each of the five (5) ESL classrooms at West Broadway. The additional ESL teacher shall provide instruction to groups within the classrooms of said five (5) ESL classroom teachers on an equitable basis, representing 67% of said additional ESL teacher's total weekly program.
- P-1.4.**    Self-contained special education classes shall be limited to a maximum of eight students enrolled without a teacher assistant and a maximum of 10 students enrolled with a teacher assistant, pursuant to law and regulation.
- P-1.5.**    The number of students enrolled in classes where there are a specific number of student stations shall not exceed the number of student station in said classes, provided that at no time shall the enrolled class-size maxima exceed the maxima in Article 8 and hereinabove noted.
- P-1.6.**    In no instance shall the Providence School Department use the West Broadway School to place student which would cause an excess of the class-size maxima in Article 8 of the Collective Bargaining Agreement hereinabove established, and under no circumstances may a teacher volunteer to enroll students in excess of the class-size maxima hereinabove established. Effective September, 1992, the principal, when enrolling students, shall not violate the class-size maxima provided hereinabove.

**P-2**     Teacher Assistants

- P-2.1.**    There shall be three (3) teacher assistants assigned to West Broadway. One teacher assistant shall be assigned to the ESL teachers on an equitable basis, one to the computer teacher and one to special projects to be assigned by the principal at the request of faculty committees.
- P-2.2.**    Teacher assistants shall receive in-service training in their specific roles at West Broadway. The teachers to whom the teacher assistants are assigned shall work with the school administration in determining the roles, responsibilities, and in-service training for said teacher assistants.
- P-2.3.**    Teacher assistants who are assigned to assist teachers shall not be redeployed for temporary assignments within or outside West Broadway except in an emergency, except for cafeteria duty and stock distribution.
- P-2.4.**    Teacher assistants' duties may include, but shall not be limited to, generally assisting teachers in their duties, tutoring individual and small groups under direct supervision, and preparation and duplication of teaching materials, escorting children, etc.

**P-3**     Teacher Specialists

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- P-3.1. In addition to current staffing levels, there shall be full-time teaching personnel in the following areas assigned to West Broadway under the school Wide Project as follows: a computer specialist, a math/science specialist, a music teacher, a physical education teacher, an art teacher, a school librarian, a reading/writing teacher, a school nurse-teacher and an ESDOPP team (social worker and guidance counselor).
- P-3.2. The full-time specialist teachers hereinabove noted shall not be considered part of any itinerant group for purpose of fair and equitable standards.
- P-3.3. Said full-time specialist teachers shall be responsible for the regular Providence School Department Curriculum for the standard allocation for their service to West Broadway. The excess service shall be in accord with the School Wide Project proposal and job descriptions made a part of this Agreement in Appendix P and appended hereto.

P-4 Planning Periods

- P-4.1. Each teacher, inclusive of specialist teachers, shall be provided with at least one (1) planning period per week. Said planning period shall be in addition to a duty-free lunch period and unassigned period each day and in addition to any administrative assignments.
- P-4.2. Said planning periods shall be a minimum of one half hour and a maximum of one (1) hour's uninterrupted duration and shall be within the school day.
- P-4.3. In order to make meeting with each other and with the principal possible, teachers of the same or contiguous grade levels and/or interest and/or program areas shall be provided with common planning periods to the extent possible with every effort made to attain said common planning periods.

P-5 Grouping Students

- P-5.1. A teacher or cluster of teachers who may want to experiment with family groupings, multi-age groupings and other non-graded configurations may do so with the understanding that for SWACS purposes, they remain in the grade-level classification from whence they came.

P-6 General Working Conditions

- P-6.1. To the extent possible, the same cadre of substitute teachers shall be deployed to West Broadway to provide for maximum consistency in instruction. However, nothing herein shall be construed to mean that substitutes will not be equitable distributed among schools when the total number of teacher absences exceeds the total number of available substitutes.
- P-6.2. Teachers shall continue to be provided with telephones for their use in calling parents and for other school related matters.
- P-6.3. Classroom interruptions shall be held to a minimum. Visitors to West Broadway School to observe classes and discuss the program are welcome. However, classroom visitations will be pre-scheduled and only with the permission of the teacher(s) to be visited. Interviews and discussions will be by appointment and by mutual agreement with the teacher and will be scheduled during planning or administrative periods only. Nothing herein shall be construed to mean that West Broadway may not plan for an open house for parents to visit classes.
- P-6.4. Teachers shall be exempt from cafeteria duty whenever possible.

P-7 Student Transportation

- P-7.1. Late buses shall be provided for students for after school activities. Said activities shall be determined during the first quarter of the 1991-92 school year by a committee of teachers and the building principal.
- P-7.2. Parents of students who move to another Providence Public School district will be given the opportunity for

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their children to remain enrolled at the West Broadway and transportation shall be provided to attain this end.

**P-8** Summer and After School Committees

- P-8.1.** Committees of teachers and administrators, with clerical support provided by the Board, shall be established from time to time as issues arise and study/or recommendations are needed.
- P-8.2.** Postings announcing said committees shall be limited to West Broadway School and pay schedules for the work of said committees shall be pursuant to the Contract. Teachers with expertise in certain areas such as parent education programs, system wide bilingual, ESL programs, and other such topics may be invited to join said committees from time to time as needed. The number of committees, number of members, frequency and duration of meetings shall be within the scope of available funding.
- P-8.3.** The topics for the committees' consideration for the 1991-92 school year shall be determined by the advisory committee in accord with the needs assessment done and completed in June, 1991. In no event shall any committee recommendations be implemented that would violate the terms or provisions of the Collective bargaining Agreement between the Providence School Board and the Providence Teachers' Union.

**P-9** Summer and After School Programs

- P-9.1.** In addition to regular Providence School Department in-service, in-service opportunities for West Broadway faculty shall be offered according to the needs identified by the faculty.
- P-9.2.** In service opportunities offered outside the school day shall be posted and the pay schedule shall be pursuant to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers' Union. Postings shall be limited to West Broadway School.
- P-9.3.** To the maximum extent possible, releasing teachers from classes through release time and/or the hiring of substitute teachers shall be utilized for the provision of in-service education.
- P-9.4.** In-service opportunities shall be within the scope of available funding.

**P-10** Advisory Council

- P-10.1.** There shall be a council made up of teachers selected by their peers on the faculty at West Broadway, other school staff, school and Chapter I administrators, and Chapter I and other parents. Said council shall meet and shall advise the faculty, school and central administration, and parents with respect to the matters noted hereinabove as well as with respect to changes in the West Broadway program and other appropriate recommendations. The specific organizational structure, composition and other matters normally governed by a set of by-laws shall be developed by a committee which will meet during the first quarter for the 1991-92 school year and which will report its recommendation to the Providence School Board and the Providence Teachers' Union by December 1, 1991.

In no event shall recommendations be implemented that will violate the Union-Board Collective Bargaining Agreement. However, the Union and Board will consider the recommendations of the above referenced committee for modification and/or inclusion within this section.

**P-10.2** Compensation for Service

Teachers, parents and others serving on said advisory council shall be compensated according to the hourly rate in the Union-Board Collective Bargaining Agreement when meetings are held outside the individual's normal work day. The size of the council and frequency and duration of meeting shall be within the scope made possible by the availability of funds.

**P-11** Stability of Faculty Positions

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Throughout the duration of this Agreement, the number of teachers by certification area at West Broadway School shall not be altered unless by attrition or unless necessitated by increase in neighborhood limited-English proficient students. Variances and basic changes in the Chapter I proposal shall not be effectuated unless by a 67% vote for the faculty. Should there be changes in the School-Wide Project funding level, the faculty, by at least a 67% vote, shall determine the changed or new expenditures.

**P-12.** It is the intent of the parties to extend this Agreement for at least an additional three (3) years with Chapter I or its successor funding.

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**APPENDIX Q**  
**VEAZIE STREET SCHOOL**

Effective upon ratification by the parties, only the following shall be an exception to the September 1, 1991, to August 31, 1992, Collective Bargaining Agreement and the successor Collective Bargaining Agreement between the Providence School Board and the Providence Teachers' Union only with respect to Veazie Street School.

**Article 1**    Magnet School

Veazie Street School shall open in September 1992, as a magnet school for the performing and studio arts and humanities.

**Article 2**    Staffing

**2.1.**        Certified Faculty

In addition to the classroom faculty, the school shall be staffed from 9 a.m. to 3 p.m. with at least a full-time art teacher, a full-time music teacher, one and four fifths (4/5) physical education teachers, a full-time librarian, a full-time science specialist, a full-time school-nurse teacher, and a full-time at-risk team consisting of a full-time clinical social worker and a full-time school guidance counselor with the rights, duties and responsibilities as set forth in Appendix L except that their case loads not exceed the Veazie pupil population.

**2-1.1.**      The specialist-teachers hereinabove noted shall not be considered part of any itinerant group for purposes of fair and equitable standards.

**2-1.2.**      All teachers, both full and part time shall be selected pursuant to the procedures set forth in Article 11 of the Collective Bargaining Agreement. Part time teachers shall be home based at Veazie Street School. The union In-service coordinator shall be present at the interviews of eligible candidates pursuant to Article 11-7 but shall not participate in the rating or recommendations of candidates.

**2.2.**        Teacher Assistants

There shall be three (3) teacher assistants assigned to Veazie Street School. Teacher assistants' duties may include but shall not be limited to generally assisting teachers in their classroom duties, tutoring individual and small groups under direct teacher supervision, and preparation and duplication of teaching materials, escorting children, etc. Teacher assistants shall be provided with selected in-service education programming provided to the Teacher Practitioners as determined by the Teacher Practitioners.

**Article 3.**    School Day Defined

**3-1.**        Veazie Street School shall be open from 9:15 a.m. to 2:45 p.m.

**3-2.**        Teachers on the faculty shall be present at least fifteen (15) minutes before the school day begins and remain fifteen (15) minutes after the school day ends pursuant to Article 3-1 above, unless excused by the principal.

**3-3.**        Programming for all Veazie Street School students will be available from 7:00 a.m. to 9:15 a.m. and 2:45 p.m. to 5:30 p.m., pursuant to plans recommended by the Planning committee and submitted to the parties for consideration for adoption by August 14, 1992. Said programming will be implemented during the 1992-1993 school year contingent upon receipt of funding.

**Article 4**    Planning Committee

**4-1.**        A planning committee shall be established consisting of the following individuals:

**4-1.1.**      Union In-service Coordinator (UIC)

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- 4-1.2. An Assistant Superintendent
- 4-1.3. Director of Program and Staff Development
- 4-1.4. Principal Designate of Veazie
- 4-1.5. 4 teachers
- 4-1.6. 3 parents
- 4-1.7. 2 community representatives
- 4-1.8. 1 representative of higher education
- 4-2. The Committee members shall be selected as follows:
  - 4-2.1. Union In-service Coordinator shall be designated by the Union President.
  - 4-2.2. Assistant Superintendent shall be designated by the Superintendent.
  - 4-2.3. Director of Program and Staff Development shall be designated by the Superintendent.
  - 4-2.4. The Principal Designate shall be designated by the Superintendent pursuant to the provisions for Article 12 of the Collective Bargaining Agreement.
  - 4-2.5. The teachers shall be selected pursuant to the procedures set forth in Article 11 of the Collective Bargaining Agreement. The Union In-service Coordinator shall be present at the interviews of eligible candidates pursuant to Article 11-7 but shall not participate in the rating or recommendations of candidates.
  - 4-2.6. Two (2) parents shall be invited by the Superintendent to represent parents within the Veazie Street attendance area, and one (1) parent shall be at-large.
  - 4-2.7. One (1) community representative shall be invited by the Superintendent from a community based organization and one (1) from the Education Division for the greater Providence Chamber of Commerce.
  - 4-2.8. One (1) local college/university president shall be invited by the Superintendent to designate a representative.
- 4-3. The Committee shall meet at times convenient for most members and shall be charged with planning the full program for Veazie. The following provisions must be taken into account in the plan:
  1. Programming from 7:00 a.m. - 9:15 a.m. and 2:45 p.m. - 5:30 p.m.
  2. Transportation and nutritional needs of students
  3. Provision of total social services to all Veazie families in need
  4. Parent education programs
  5. Studio and Performing Arts and Humanities curriculum
  6. The use of the basic Providence School Department curriculum in all classes between 9:15 a.m. and 2:45 p.m. except for one classroom each in grades K-5 which shall be called the Incubator Program\*
  7. The use of Veazie as a teacher in-service and professional development center with teachers from other schools visiting Teacher Practitioners
  8. Allocation of time for planning and in-service
  9. The Committee must take into consideration whether the 7:00 a.m. to 9:15 a.m. and /or 2:45 p.m. to 5:30 p.m. programming is to become part of the mandatory school day for students.

\*The Incubator Program shall be utilized to experiment with and nurture innovative models and techniques new to

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the Providence Public Schools which may eventually be used for demonstration and replication.

4-5. Compensation for Teacher Planning Committee Members

4-5.1. Teachers on the Planning Committee shall be compensated at the hourly rate when meeting after school and during recesses and shall continue to be paid their daily rate of pay when working during the school day.

4-6. Assistance to the Committee

4-6.1. The Planning Committee shall be provided with in-service education on group dynamics and committee function skills by the UIC (Union In-Service Coordinator).

4-6.2. The Board shall provide the Planning Committee with a facilitator selected by the Union President and Superintendent to assist in plan development.

4-6.3. The Board shall provide the Planning Committee with clerical support.

Article 5 Teacher Practitioners (TePs)

5-1. All Veazie faculty, referred to as Teacher Practitioners (TePs), shall have the duties and responsibilities listed on the job specifications which are incorporated as part of this Agreement.\*

5-2. The UIC shall provide the TePs with in-service education on group dynamics and committee function skills, Adult Learning Theory, Classroom Management, Beginning of the School Year Management Skills, Time on Task, Cooperative Small Groups, the Multi-Cultural Classroom, Questioning Techniques, "Thinking Math," Critical Thinking Skills, in addition to other research-based teaching strategies and techniques which may become available. The Superintendent may request that the UIC and/or other designees of the Union attend workshops and/or seminars for the purpose of in-service for TePs. The Providence School board shall provide time and /or compensation to the UIC and/or other designees of the Union and the TePs for any and all in-service. The building principal shall attend all in-service programs except in the case of an emergency.

5-2.1. TePs shall be provided with at least one sixty (60) minute period per week for planning and working with visiting teachers.

5-3. Should funding not become available for start up in the fall of September of 1993 for the use of Veazie as a teacher in-service and professional development center, with teachers from other schools visiting with Teacher Practitioners (TePs) for the purpose of learning new teaching techniques and refining skills, the parties agree to develop a plan for TePs to become mentor teachers for new teachers. New teachers are defined as teachers in their first three (3) years of teaching as a regularly appointed teacher.

Article 6 Class Size and Composition

6-1. Class size shall not exceed an average of twenty-six (26) students enrolled on a teacher's classroom register per teaching period each school day provided that no teaching period shall have in excess of twenty-nine (29) enrolled on the teacher's classroom register during any of the teacher's teaching periods during said school day. The class-size maxima stated herein shall be applicable also to teachers who teach students enrolled on another teacher's classroom register.

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

1. Large group non-academic instruction such as band, glee club, and gym
2. Specialist teachers who instruct small groups for the purpose of arts and humanities programming shall not be expected to average in these small groups in determining the specialist teacher's average number of students enrolled per teaching period each school day.

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- 6-2. The number of students enrolled in classes where there are a specific number of student stations shall not exceed the number of student stations in said classes, provided that at no time shall the enrolled class-size maxima exceed the maxima hereinabove noted.
- 6-3. In no instance shall the Providence School Department use Veazie Street School to place students which would cause an excess of the class-size maxima hereinabove established, and under no circumstances may a teacher volunteer to enroll students in excess of the class-size maxima hereinabove established. The principal, when enrolling students, shall not violate the class-size maxima provided hereinabove.
- 6-4. Special education class sizes shall be governed by law.
- 6-5. There shall be no split-grade classes at Veazie Street School except as may be established within the Incubator Program and program designs from 7:00 to 9:15 a.m. and /or 2:45 to 5:30 p.m. Such split grades as may be established may include clustering, family and/or multi-age groupings.
- 6-5.1. The only exception to 6-5 above shall be with respect to English-as-a-Second Language classes wherein there may be up to three (3) split grade classes of contiguous grade levels of no more than 2 grades.

7. General Matters

- 7-1. System Wide Area of Certification Seniority shall apply to all faculty members. Should faculty members in the Incubator Program not work by grade level designation, they shall provide the parties with a plan by November, 1992, with respect to how their SWACs should be attributed vis a vis other members of the faculty for purposes of in-school shifts in identifying reductions from program and selections on a seniority basis for honoring preferences pursuant to 15-3.3. The plan would require 75% support of the Veazie faculty for the parties to consider the plan for adoption.
- 7-2. To the extent possible, the same cadre of substitute teachers shall be deployed to Veazie to provide for maximum consistency in instruction. Nothing herein shall be construed to mean that substitutes will not be equitably distributed among schools when the total number of teacher absences exceeds the total number of available substitutes.
- 7-3. Classroom interruptions shall be held to a minimum. Visitors to Veazie Street School to observe classes and discuss the program are welcome. Classroom visitation will be prescheduled and only with the permission of the teacher(s) to be visited. Interviews and discussions will be by appointment and by mutual agreement with the teacher and will be scheduled during planning or administrative periods only. Nothing herein shall be construed to mean that Veazie Street School may not plan for an open house for parents to visit classes.
- 7-4. Parents of students who move to another Providence Public School district will be given the opportunity for their children to remain enrolled at Veazie Street School and transportation shall be provided by the Board to attain this end. A language appropriate notice of this option shall be provided to each parent upon student enrollment at the end of each school year and when the school learns of a student's intent to withdraw.
- 7-5. Faculty members, including specialist teachers who are home based at Veazie Street School, may opt out at the end of each school year by indicating their intent to exercise said option by writing to the Superintendent of Schools no later than April 1, or the first business day in April. Said teachers shall be reassigned pursuant to the provisions of Article 14.
- 7-6. The individual teachers shall have complete control over the use of audio and/or video devices available for taping and viewing their classes. There shall be no use of audio and/or video systems used for observation or evaluation of teachers. Said tapes shall be limited to use by the faculty and their visiting teachers and shall not be shown to any individuals without the express written permission of the individuals who are the subjects of the tape(s).
- 7-7. Veazie faculty shall have preference in working in all programs from 7:00-9:15 a.m. and 2:45-5:30 p.m. Postings for said positions shall first be made at Veazie and filled with teachers from Veazie. If

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there are more applicants than available positions, the procedures of Article 11 shall apply within Veazie for selection. If there are fewer applications than available positions, then the positions shall be posted pursuant to Articles 11 and 13 of the Collective Bargaining Agreement.

- 7-8. If Veazie Street School is used for conferences, pre-service, in-service education and/or instructional programming after the school year ends and before September 1 of any school year, the school spaces to be utilized for said purposes(s) shall be air conditioned. The faculty members shall have control of the temperature and setting of the air conditioners.
- 7-8.1. The only exception to the above noted provision (7-8) shall be the teacher development center, which shall be equipped with an air circulation system. Should said system be insufficient to maintain a comfortable environment for the staff utilizing the center during the summer months, the Board shall provide an air conditioning system for the teacher development center.
- 7-8.2. The air conditioning system and air circulation system shall be regularly maintained by staff, who are trained in air conditioner and air circulation equipment maintenance.
- 7-9. The Planning Committee shall submit its final report to the parties for consideration for adoption on or before August 14, 1992.

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**APPENDIX R  
SITE BASED MANAGEMENT**

**A. Governing Philosophy**

To achieve the goals of this initiative, more effective working relationships must be forged between and among the parents, teachers, students, building administrators, the Superintendent, other School Department personnel, the Union, the Board and the community at large.

The Board and the Union agree that the school site is the appropriate place for most decision-making affecting the education of children in that school. Accordingly, they agree that the school sites should have as much flexibility as possible in managing their budget and organizing their educational programs for maximum educational effectiveness, free of unnecessary restraints imposed by School Department policies or by this collective bargaining agreement. This approach is known as School-Based Management.

The parties also agree that the best quality decisions at the local level are likely to result from a process of shared decision-making. Shared decision-making is a process in which all members of the education community at the school level collaborate in establishing a vision, identifying problems, defining goals, formulating policy, implementing programs, and learning from experience.

The purpose of shared decision-making is to create a climate in the schools where faculty, parents, administrators, students (at the high school level), and other community participants working together share the responsibility and accountability for school improvement, better student performance, increased satisfaction among professional educators, greater involvement by and with parents, and stronger support from the community at large.

The parties recognize that the overriding goal of School-Based Management and shared decision-making is to improve the quality of instruction and learning for students. All actions taken pursuant to this Appendix shall be consistent with this goal.

The parties agree that Principals are the educational leaders at the school site. The building administrator is a key person in creating the environment necessary to bring about positive change. The Principal shares with teachers and parents (and students at high school level) through their representatives on the School Site Council the responsibility to create an environment where learning and teaching are enhanced.

The parties recognize that the most important interactions affecting student performance take place daily between teachers and students. Teachers, therefore, must be given a shared voice in decisions at the school site. The parties recognize that with this increased role in the decision-making process the teachers at the school site assume more responsibility and accountability for the success of the school.

The parties recognize that parental involvement is essential in achieving educational success for students. Therefore, parents shall also be given a voice in decisions at the school site.

The parties realize that to achieve effective shared decision-making at the school level a significant restructuring of schools must occur, and the parties agree to work cooperatively in an effort to bring about these necessary changes. Significant changes in school governance, instructional practices, staff roles, and community involvement will take time--they will not be accomplished in a single year, and the task will require a sustained commitment from the leadership of the Union, the Board, and the Superintendent of Schools. The parties pledge to provide this commitment.

To succeed in developing effective and collaborative working relationships, a core group of principals, parents, teachers, and other staff in each school must receive training to acquire the new roles and relationships this Agreement envisions. Skills are needed in consensus building, teamwork, conflict resolution, effective meeting skills, active listening, new models of learning, teaching, and so on. The parties pledge to seek the funding necessary to provide each school with the training needed to achieve its educational goals.

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To achieve the goals of this Agreement, strong, sustained, and visionary leadership is required. The parties need to help each other educate their constituents and the community at large about the need for a new kind of relationship and what it entails operationally. The Union agrees to make a special effort to communicate the need for this kind of change to its Building Representatives and to monitor and maintain steady encouragement of progress. The Superintendent of Schools agrees to do the same with building level and central staff administrators.

Whenever possible, the Union and the Board agree to consult before deciding on any issue that impacts the other. The goal of this provision is effective communication, preventing surprises, and more informed decision-making. It does not require either party to give up any right to act autonomously that they might otherwise have, nor does it require either party to approve of any action the other proposes to take. The leadership of each party shall seek to set an example in achieving this goal and to encourage others in the system at all levels to incorporate such an approach into their ways of working.

The Superintendent of Schools and the President of the Union together with appropriate members of their respective staffs agree to meet regularly (at least monthly) to monitor the progress of the mutual goals espoused here and the operation of the school system in general, and to consult about the inevitable issues that will arise in the operation of this initiative.

The Union and the Board recognize that the provisions of this initiative reflect consensus on a direction to move toward school improvement. Both sides recognize that School-Based Management ("SBM") represents a new way of doing business with which they still have limited experience. Success is likely to require much flexibility and continued learning from experience. Therefore, the Board and the Union agree to work together during the period of this Agreement to assess and improve the structures established here for School-Based Management and shared decision-making.

Finally, the Union and the Board agree that any school community wishing to become an Approved Union/Board School-Based Management Site must follow the process and complete the application contained herein. This process may commence on September 1, 1995.

**B. Union/Board School-Based Management Technical Support Committee**

The Union/Board School-Based Management Technical Support Committee (herein after referred to as the "Committee") shall be comprised of three (3) persons appointed by the Chairperson of the Providence School Board and three (3) persons appointed by the President of the Providence Teachers Union. The School Board Chairperson and the Union President may appoint alternate members of the Committee to ensure full participation and representation of each party at each Committee meeting. In addition the parties shall mutually agree upon and appoint one (1) person from outside the Providence School System (i.e. an individual who is not employed by the Providence School Board) who shall serve as a non-voting member of the Committee. The individual mutually-appointed by the Parties shall act as the Chairperson of the Committee.

The Committee's function and responsibilities are as follows:

1. Receive and expeditiously review all School-Based Management proposals.
2. By majority vote, the Committee shall approve or reject each School-Based Management Proposal. The Committee may request proposal modification prior to voting.
3. Monitor the implementation of each approved School-Based Management Proposal.
4. On an annual basis and by majority vote, the Committee shall reauthorize or rescind authorization of each previously Approved School-Based Management Proposal. The Committee may request proposal modification prior to voting.
5. Work cooperatively with and support the technical assistance requests of each school community interested in becoming an Approved School-Based Management Site.
6. Report, on a quarterly basis, the status of School-Based Management in the Providence Public Schools.

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Set forth below is the official Application to be utilized by each school community interested in becoming an Approved Union/Board School-Based Management Site.

Said application is subject to revision based upon a majority vote of the Committee.

C. Union/Board School-Based Management Application

School: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Table of Contents for RFP:

- I. Rationale for requesting to be a site-based managed school
- II. Philosophy and Goals:
  - A. Demographic description of your student population
  - B. Guiding principles under which your school will function
  - C. Philosophy of Teaching, Learning and Administration
  - D. Schoolwide goals for students, teachers, parents, administrators and non-certified personnel
- III. Structure:
  - A. Descriptive summary of your site-based managed school
  - B. Describe your academic restructuring plans and their congruence to your schoolwide goals, philosophy and guiding principals citing sound research and examples of successful practice.
- IV. Governance:
  - A. Describe your governance structure, its decision-making protocols and parameters and its congruence to your schoolwide goals, philosophy and guiding principles.
  - B. Describe the impact this change will have upon the following relationships in your school: students, teachers, administrators, parents, non-certified staff, community and any others that will be impacted by the change.
  - C. Describe any proposed activities which must be examined for possible violation of law, regulation, policy, or contract.
- V. Action:
  - A. Describe how you will assess your change process and its impact on student achievement. What indicators of progress will be used at the end of the first year? and so on?
  - B. Give a timeline of major and on-going activities and identify the people charged with overseeing/accomplishing these activities.
  - C. Describe any professional development, staff development and/or parent education activities and how these activities support your schoolwide goals.
  - D. Describe the process of writing this proposal. What was the teamwork writing process? How did you gain

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schoolwide support for this proposal?

- E. How will you keep all staff, parents, central administration, School Board, and community informed about all proposal initiatives?

VI. Budget:

- A. Delineate a budget needed to accomplish your tasks and explain the budget's relationship to your schoolwide goals.

VII. Proposal Parameters

- A. The parties agree that significant changes in school governance, instructional practices, staff roles, and community involvement take time. The tasks require a sustained commitment from the leadership of all parties. In turn, the parties need to help each other educate their constituents and the community at large about the need for a new kind of relationship and what is entailed operationally. Change will not take place at the same pace in all the schools. Each school within the system has developed its own identity and procedures over the years. Therefore, by establishing a continuum of change schools wishing to become site-based managed can monitor their progress and assure themselves that they have followed the necessary steps to make site-based management work within their education environment. In a similar manner a continuum of change will assure the members of the Union/Board School-Based Management Technical Support Committee that schools wishing to become Site-Based Managed schools have followed the prescribed steps necessary for successful shared decision-making.
- B. The parties agree that each Union/Board Approved Site-Based Managed School shall have established a school-site council whose composition shall include no less than 51% certified teaching personnel assigned to said school with the Union Building Delegate a member of said council.
- C. The parties agree that each proposal addresses as part of their governance model the following areas: composition of school site councils; diversity of the school site council; the role of school site council; the operation of the school site council in shared decision making; the by-laws of the school site council; the training of council members; and the scope of authority of the council.
- D. The parties agree that once a school designated as an Approved School Based Management Site, the School Site Council will replace the Union Faculty Committee.

VIII. The Providence School Board has established the following mission, statement of beliefs and continuum of change for becoming a site-based managed school:

A. Mission of the Providence School System

Students of all ages in the diverse cultural mosaic of the Providence community will be enthusiastic, life-long learners, workers, and citizens, each with marketable skills achieved relative to his or her ability. These outcomes will manifest themselves in a nurturing environment driven by excellence in educational opportunity.

B. Statement of Beliefs

We believe that within the Providence School System:

- \* All children can learn
- \* Schools can no longer educate alone
- \* Schools can and must change
- \* Schools will reinvent themselves
- \* A nurturing environment facilitates learning
- \* Pluralism is vital
- \* Learning is results driven
- \* Accountability is measurable
- \* Professionalism will permeate the educational process
- \* Communication will be both two-way and multi-dimensional among all
- \* Quality is contagious

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\* System-wide frameworks will guide educational reform

C. Continuum of Change

ORGANIZING	Completion of needs assessment. Establishment of a group within the school to organize the change.
EXPLORING	Prioritizing the results of the needs assessment. Creation of a School Site Council (Stakeholders' group). Development of a Mission Statement and Goals which are in keeping with those adopted by the Providence School Board.
CONCEPTUALIZING	School Site Council meets regularly with constituents. Priorities for school improvement are identified. A collaborative relationship is established between the Council and the principal.
MOVING TO ACTION	School Site Council organizes groups to address assessment needs. An action plan is developed addressing school improvement and learner outcomes.  School Site Council mobilizes all resources to move toward mission and vision.- Application of Union/Board School-Based Managed school.
SITE-BASED MANAGEMENT	Commence Site-based hiring and budgeting. Exhibit educational innovations and in-house problem-solving. Demonstrate a high level of autonomy in decision-making. Demonstrate the ability to plan as a unit. Demonstrate a readiness for extended day/extended year programs.
MENTORING AND NETWORKING	Ability to serve as a mentor for other schools. Demonstrate a capacity to establish network-building capabilities.

- D. The Providence Teachers Union and the Providence School Department share in the belief that cooperative decision making creates a climate in the schools where faculty, parents, administrators, students and other community participants working together share the responsibility and accountability for school improvement, better student performance, greater involvement by and with parents, and stronger support from the community at large. To that end, the Providence Teachers Union and the Providence School Department will continue to support a six member Union/Board School-Based Management Technical Support Committee comprised of three persons appointed by the President of the Providence Teachers Union and three persons appointed by the Chairperson of the Providence School Board. In addition, the parties shall mutually agree upon and appoint one (1) person from outside the Providence School System (i.e. an individual who is not employed by the Providence School Board) who shall serve as a non-voting member of the committee and shall act as the Chairperson of the Committee.

The Union/Board School-Based Management Technical Support Committee will meet to review and revise an application/RFP process, a statement of beliefs, and a continuance for change. All revisions duly enacted shall become effective by October 1, 1999.

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**APPENDIX S**  
**HIRING AND PAYMENT OF SUBSTITUTES**

It is the intent of the parties to allow the Board full flexibility in the hiring and payment of substitute teachers recognizing that the Board shall hire per-diem substitute teachers, long-term substitute teachers and long-term substitute teaches in-pool to cover assignments of teachers when they are absent. The Board's first priority in every instance of a teacher absence shall be to employ a substitute teacher.

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 teachers receives a layoff notice as a probationary regular teacher.

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.

The Board shall employ a sufficient number of per-diem substitute teachers, long-term substitute teachers and long-term substitute teacher in-pool to cover assignments of teachers when they are absent based upon the average number of teacher absences during the previous academic quarter.

If the Board is unable to hire a sufficient number of per-diem substitute teachers, long-term substitute teachers or long-term substitute teachers in-pool (based upon the average set forth below) to cover assignments of teachers when they are absent, the Board shall hire a sufficient number of probationary teachers who shall be paid salary and benefits pursuant to the Collective Bargaining Agreement and who shall be assigned as substitute teachers.

The specific number of teachers hired as substitute teachers (i.e., per-diem substitute teachers, long-term substitute teachers, long-term substitute teachers in-pool and probationary teachers who serve as substitute teachers) shall be mutually agreed to by the parties and shall be based upon the average number of teacher absences requiring substitute coverage during the previous quarter. Said average number of teacher absences requiring substitute coverage shall be adjusted to account for the increases or decreases in teaching staff.

The Board shall schedule teacher workshops, committee meetings, in-service sessions, etc. only when there is a sufficient number of substitute teachers (i.e., per-diem substitute teachers, long-term substitute teachers, long-term substitute teachers in-pool and probationary teachers who serve as substitute teachers) available to cover the assignments of absent teachers and to cover the assignments of teachers attending teacher workshops, committee meetings, in-service sessions, etc.

Effective November 6, 1995, the Board shall have employed 126 substitute teachers (i.e., per-diem substitute teachers, long-term substitute teachers, long-term substitute teachers in-pool and probationary teachers who serve as substitute teachers) to be assigned as needed during the second quarter of the 1995-1996 academic year.

Thirty days (30) prior to the close of each quarter, the Parties shall mutually agree to the number of substitute teachers (i.e., per-diem substitute teachers, long-term substitute teachers, long-term substitute teachers in-pool and probationary teachers who serve as substitute teachers) needed for the succeeding quarter. If the Parties are unable to reach agreement regarding the number of substitutes teachers needed, the Parties agree to proceed to expedited arbitration with the understanding that the decision of the arbitrator shall be final.

The Superintendent of Schools and the Union President will meet monthly to monitor this activity and further agree to provide a monthly report to the public detailing the status of this activity.

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**APPENDIX T  
PROVIDENCE EVENING HIGH SCHOOL**

The Providence Evening High School will serve no more than 400 students in grades 9-12.

Eligibility for enrollment shall be limited to those Providence Public School students in grades 8-11 who meet the selection criteria for admission. Students who transfer into the Providence School System from other schools/communities are eligible to apply for admission and must meet the same selection criteria as regular Providence Public School students.

The Providence Evening High School will operate from 4:00 p.m. - 9:00 p.m. on those days when Providence Public Schools are in session.

The Providence Evening High School shall follow a school calendar approved by the Board and the Union.

The curriculum will be limited to the core academic areas specified by the Rhode Island Department of Education for awarding of a high school diploma. Elective courses and special interest subjects may be added to the program at the discretion of the Providence School Board.

Selection of teachers for the Providence Evening High School shall be in accordance with Articles 11 and 13 of the Contract. Compensation shall be in accordance with Appendix B-8 of the Contract.

Providence high schools may experience a reduction in enrollment as a consequence of 400 students transferring to the Providence Evening High School. There shall be no lay offs of teachers directly and/or indirectly in any way related to the reduced student enrollment.

All provisions of the Contract shall remain in full force at the Providence Evening High School.

**APPENDIX U  
NATIONAL BOARD CERTIFICATION**

National Board for Professional Teaching Standards Certification: The Providence Teachers Union and the Providence School Department will establish a six member Advisory Board, comprised of three teachers selected by the Providence Teachers Union President and three administrators selected by the Superintendent, the purpose of which is to develop and monitor National Board Certification for teachers within the Providence School Department. The Advisory Board will establish criteria for selection of candidates to participate in the National Board Certification process, as well as conditions for continued employment and possible roles for Board certified teachers in improving the education provided for Providence teachers.

The procedure and guideline established by the Advisory Board will be submitted for approval by both the Providence Teachers Union and the Providence School Board by August 15, 1999.

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**APPENDIX V**  
**SPRINGFIELD STREET EDUCATIONAL COMPLEX**

The Springfield Street Educational Complex shall serve students in grades K-8 in one elementary and two middle schools.

The Complex will serve as the Board and Union laboratory school whereby teachers, administrators, staff, parents, students, etc. will design, implement and evaluate modifications to the traditional elementary and middle school models.

The Complex will also serve as the Board and Union designated school wherein looping and mentor programs will be piloted.

Teachers will be selected through an interview process in accordance with Article 11. Successful candidates will be required to participate in team meetings throughout the summer of 1999 as well as throughout the school year. Each teacher is required to serve on at least one team.

No later than May 1, 2000 a full description of the Springfield Educational Complex organizational and operational plan shall be presented to the Board and the Union. Said plan shall include: philosophy, curriculum, governing structure, budget, staffing, roles and responsibilities of all personnel, professional development, pilot program, implementation schedules, integration of Federal, State, Local and other budgets, evaluation designs, student achievement initiatives, testing design, contractual modifications, parent and community involvement, ancillary services, etc.

Upon receipt of Board and Union approval the Springfield Educational Complex Organizational and Operational Plan shall be incorporated into the Collective Bargaining Agreement. Subsequent annual approvals by the Board and the Union are required.

**APPENDIX W**  
**PROVIDENCE PLACE MALL ACADEMY**

The Providence Place Mall Academy will house students at two sites: Grades 9 and 10 at Johnson and Wales University; and Grades 11 and 12 at the Providence Place Mall. The Academy will be structured in such a way as to operate as a community and work based learning program where students develop learning skills in a non-traditional environment.

Teachers will be selected through an interview process in accordance with Article 11. Successful candidates will be required to participate in team meetings throughout the summer of 1999 as well as throughout the school year. Flexibility in scheduling may exist in order to provide distances learning concepts in offering specialized courses such as Modern Language, Advanced Science, Advanced Mathematics, etc. The distance learning component would link one of the existing Providence high school classroom with the extended classrooms. Existing high school staff shall be hired on an hourly basis (in accordance with Articles 11 and 13) to offer tutoring and assistance to students.

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**APPENDIX X  
GORDON AVENUE ELEMENTARY EDUCATIONAL COMPLEX**

The Gordon Avenue Elementary Educational Complex shall serve students in grades K-5 in one elementary school.

This school will have a visual arts focus. The specific disciplines of the visual arts that will be incorporated into the curriculum will be: drawing, painting, textiles, pottery, architecture/design, and photography. While there will be stand alone visual arts classes, the visual arts will be incorporated throughout all the curriculum including literacy, mathematics and the sciences. As such, teachers will often be working in teams and it is preferable that all teachers strongly support, have some experience in, or knowledge of, the visual arts or arts education.

The Complex will serve as the Board and Union laboratory school whereby teachers, administrators, staff, parents, students, etc. will design, implement and evaluate modifications to the traditional elementary school model.

The Complex will also serve as the Board and Union designated school where mentor programs and active partnerships with visual arts organizations in the Providence community will be piloted.

Teachers will be selected through an interview process in accordance with Article 11. Successful candidates will be required to participate in team meetings throughout the summer of 2000 as well as throughout the school year. Each teacher is required to serve on at least one team.

No later than April 1, 2001 a full description of the Gordon Avenue Elementary Educational Complex organizational and operational plan shall be presented to the Board and the Union. Said plan shall include: philosophy, curriculum, governing structure, budget, staffing, roles and responsibilities of all personnel, professional development, pilot programs, implementation schedules, integration of Federal, State, Local and other budgets, evaluation designs, student achievement initiatives, testing designs, contractual modifications, parent and community involvement, ancillary services, etc.

Upon receipt of Board and Union approval, the Gordon Avenue Elementary Educational Complex Organizational and Operational Plan shall be incorporated into the Collective Bargaining Agreement. Subsequent annual approvals by the Board and the Union are required.

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IN WITNESS WHEREOF AND IN CONSIDERATION THERETO, the duly authorized representatives of the Board and the Union do affix their signatures thereto:

FOR THE PROVIDENCE SCHOOL BOARD

FOR THE PROVIDENCE TEACHERS UNION

\_\_\_\_\_  
Gertrude Blakey, Chairperson

\_\_\_\_\_  
Phyllis E. Tennian, President

\_\_\_\_\_  
Joseph A. Almagno, Executive Director

\_\_\_\_\_  
Diana Lam, Superintendent of Schools

\_\_\_\_\_  
Robert A. DeRobbio, PhD.,  
Administrator/Human Resources