

# RESOLUTION OF THE CITY COUNCIL

No. 40

*Approved* February 12, 1996

RESOLUTION, together with accompanying copy of Collective Bargaining Agreement between the City of Providence the Providence School Board and the Providence Teachers Union, AFT Local 958, effective September 1, 1995 to August 31, 1996.

IN CITY COUNCIL:

FEB 1 1996  
READ AND PASSED

*Richard V. Fargnoli*  
ACTING PRES.

*Richard R. Clement*  
CLERK

APPROVED

FEB 12 1996

*Vincent A. Pranci*  
MAYOR

VINCENT A. CIANCI, JR.  
*Mayor*

ARTHUR M. ZARRELLA, PED. D.  
*Superintendent*

**Providence  
Schools**  
*OUR SCHOOLS. OUR FUTURE.*

Office of the Superintendent

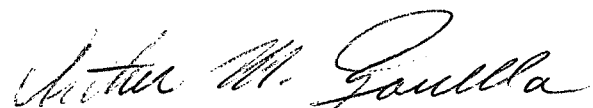
November 16, 1995

Mr. Michael Clement  
City Clerk  
Providence City Hall  
Providence, Rhode Island 02903

Dear Mr. Clement:

Pursuant to Section 17-27 of the Providence Code of Ordinance, I am hereby submitting the proposed collective bargaining agreement between the Providence City School Board and the Providence Teacher's Union, AFT Local 958, to the Providence City Council for its review and consideration.

Sincerely,



Arthur M. Zarrella, Ped.D.  
Superintendent

AMZ:map

RECEIVED

RECORDS

IN CITY COUNCIL  
DEC 7 1995  
FIRST READING  
REFERRED TO COMMITTEE ON  
FINANCE

*Michael S. Wenzel*  
CLERK

6-11-95

56, ADJ 3 ST MON

PROVIDENCE R.I.  
DEC 7 1995

THE COMMITTEE ON  
FINANCE

Recommendations

*Charles B. Whitely*  
CLERK

Jan 29, 1996

VINCENT A. CIANCI, JR.  
Mayor

ARTHUR M. ZARRELLA, PED. D.  
Superintendent

ROBERT A. DEROBPIO  
Assistant Superintendent

MARK V. DUNHAM  
Director of Business Operations

Providence  
Schools  
*OUR SCHOOLS. OUR FUTURE.*

BUSINESS OFFICE

November 16, 1995

Councilwoman Evelyn V. Fagnoli  
Chairperson Council Finance Committee  
Providence City Hall  
Providence, Rhode Island 02903

Dear Councilwoman Fagnoli:

Pursuant to Section 17-27 of the Providence Code of Ordinances I am hereby submitting a Fiscal Note regarding the proposed 1995-96 labor agreement between the City of Providence, Providence School Board, and the Providence Teachers Union.

Item 1      Modification of Health Benefits - Working Rates (monthly)

	<u>Family</u>	<u>Individual</u>
Classic Blue	\$449.60	\$159.16
City Blue	\$318.53	\$114.28

**Annual Savings:    \$571,000**

Item 2      Retiree Health Benefits

Change from 2 Individual plans or 1 Family if dependent children through age 65, to 1 Individual plan for retiree, a plan is provided for the spouse if survivor of retiree.

No savings in 1995-96; projected **savings \$32,621** per year commencing in 1997 based on average of 25 retirees (22 with 2 Individual plans, 2 with 1 Individual plan, and 1 with family plan, using new rates).

Item 3      Prescription Plan

Providence Teachers Union will provide prescription services for teachers. The School Department will contribute 41.5 cents per hour of compensation for members of the Providence Teachers Union; not to exceed 31 hours per week each month of the year.

Estimated cost \$925,000; estimate from Blue Cross regarding cost of teachers prescriptions for 1995-96 \$1 million dollars; **estimated savings \$75,000.**

Item 4      Retroactive Payment for Substitute Teachers

The City of Providence will no longer be required to pay a long-term substitute teacher retroactive to date of hire when L.T.S. status is achieved (135 days as sub or 68 days in one position in one semester). Payment on step will be prospective from date L.T.S. status is attained.  
**Estimated savings \$500,000**

Item 5      Wage Freeze

The City has successfully negotiated a wage freeze for the third time in five years.

Although no funds were budgeted in the 1996 school budget for a salary increase there is a savings here that cannot be discounted. Each percentage of increase the teachers might have received would have cost \$700,000.

Summary:      Savings Achieved 1995-96

Health Insurance	\$ 571,000
Prescription	\$ 75,000
Sub Teacher Retro	\$ 500,000
Wage Freeze (per 1%)*	\$ 700,000
	<u>\$1,146,000</u>

\*not included in total

Future Savings

Retirement Health Benefits \$32,621 per year.

Sincerely,



Mark V. Dunham  
Director of Business Operations

MVD:nd

cc: Dr. Arthur M. Zarrella  
Mr. William Collins

FILED

NOV 16 3 10 PM '95

DEPT. OF JUSTICE  
PROVIDENCE, R.I.

# Providence Schools

OUR SCHOOLS. OUR FUTURE.

Office of the Director  
of Business Operations

*Rec'd Note from  
Laetia Cantor*

797 Westminster Street • Providence • Rhode Island • 02903-4045

# TENTATIVE AGREEMENT

ENTERED into this 20th day of October, 1995 by and between the CITY OF PROVIDENCE SCHOOL BOARD AND THE PROVIDENCE TEACHERS' UNION, AFT LOCAL 958 pursuant to Article 19 and Article 20 of the parties' Agreement effective September 1, 1992 to August 31, 1995.

WHEREAS, the parties hereto have conducted good faith negotiations pursuant to Title 28, Chapters 7 and 9.3 of the Rhode Island General Laws, as amended; and

WHEREAS, the parties' negotiations have resulted in agreement for a Collective Bargaining Agreement, effective September 1, 1995 to August 31, 1996; and

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

## THE PARTIES HEREBY AGREE:

1. The document entitled Agreement between the Providence Teachers' Union AFT Local 958 and the Providence School Board, effective September 1, 1992 to August 31, 1995 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement shall continue and remain in effect for the period of September 1, 1995 to August 31, 1996, except as expressly modified herein.

2. Appendix W - Site Based Management (new language). The parties agree to incorporate, in its entirety, the language contained in the document entitled Appendix W - Site Based Management, dated August 31, 1995 and as attached hereto.

3. Article 8-14 Supervision (new language). The parties agree to incorporate, in its entirety, the language contained in the document entitled Supervision and dated August 31, 1995 and as attached hereto.

4. Article 8-34 Professional Development (new language). The parties agree to incorporate, in its entirety, the language as contained in the document entitled Professional Development and dated August 31, 1995 and as attached hereto.

5. Article 4-8 Emergency Sick Leave Bank (new language). The parties agree to incorporate, in its entirety, the language contained in the document entitled Emergency Sick Leave Bank and dated August 31, 1995 and as attached hereto.

6. Article 8-33 Employee Assistance Program (new language). The parties agree to incorporate, in its entirety, the language contained in the document entitled Employee Assistance Program and dated August 31, 1995 and as attached hereto.

7. Appendix Z Hiring and Payment of Substitute Teachers (new language). The parties agree to incorporate, in its entirety, the language contained in the document entitled Appendix Z Hiring and Payment of Substitute Teachers and dated August 31, 1995 and as attached hereto. In addition, the parties have added the following language to the new Appendix Z and agree to incorporate it in its entirety into Appendix Z as follows:

Subsequent to August 31, 1995 the School Board may hire without limitation any individual as a long term substitute in pool. Said long term substitute in pool shall receive full salary from the date of his/her hire, upon verification of the appropriate number of years of experience and, in addition, said long term substitute in pool shall be provided fully paid individual medical coverage, without riders, under the "City Blue" health plan and benefits under the Collective Bargaining Agreement excluding those provisions found in Article 4 (Sick Leave), Article 5 (Leaves of Absence), Articles 11 through 16 and all Appendices.

8(a) Appendix A Teachers Basic Salary Schedule - effective September 1, 1995, the salary schedule for all bargaining unit employees shall be the salary schedule in effect on August 31, 1995 and as reprinted herein below. The remaining language contained in Appendix A-1 of the 1992 - 1995 Agreement shall be deleted.

September 1, 1995  
to  
August 31, 1996

<u>Steps</u>	
1	\$23,394
2	25,797
3	27,776
4	29,753
5	31,731
6	33,707
7	35,866
8	37,665
9	39,283
10	43,146

(b) Amend Appendix B-9 to add All City Orchestra Director at 15% and All City Orchestra Assistant Director at 10%, All City Chorus Director at 15% and All City Chorus Assistant Director at 10%.

9(a) Appendix C Comprehensive Medical Coverage - effective December 1, 1995, the School Board shall provide all employees covered by this Agreement and, where applicable, eligible family members, with health care coverage as attached hereto and as set forth in Appendix C of the 1992-95 Agreement as incorporated herein and except as modified herein.

(b) The Providence Teachers' Union, in conjunction with the implementation of the attached City Blue Health Care Plan, shall create a prescription Trust Fund with appropriate supporting documents for the purpose of providing prescription care to bargaining unit members who receive the attached outlined City Blue Health Care Plan or Blue Cross Classic. In order to provide each covered employee and their dependents drug/prescription care benefits, the School Board agrees to contribute to the Providence Teachers' Union Trust Fund forty-one and one half cents (41-1/2¢) per hour for each hour, up to a maximum of thirty-one hours per week, for which each employee receiving health coverage under City Blue and/or Blue Cross Classic is paid. The Trust Fund shall be established by a declaration of trust. The maximum contribution per employee per week shall be Twelve dollars and eighty-six and one half cents (\$12.86-1/2¢). Contributions by

the School Board to the above identified Trust Fund shall be made on a monthly basis. The above named Trust Fund shall be administered by a board of trustees selected and appointed under the provisions of the Trust Agreement executed by the Providence Teachers' Union. The provisions of this section, along with the creation of the Trust Fund shall be effective January 1, 1996.

Said contributions will be paid to the Fund no later than the twentieth (20th) day of each month and shall be based on the preceding month's payroll for applicable employees. An employee receiving Workers' Compensation benefits shall be considered to be working his/her normal and regular work week.

(c) The School Board contributions to the above named Trust Fund shall be capped at the rate of forty-one and one half (41-1/2) cents per hour from the period January 1, 1996 through December 31, 1997. Effective January 1, 1998, this section of the Agreement shall be reopened for a period not to exceed Thirty (30) days, for the express and singular purpose of negotiating prescription contribution rates. It is expressly understood by the parties that no other matters whatsoever shall be subject to negotiations during this reopener, and that during this period the parties shall only discuss the prescription contribution to be applicable for the year commencing January 1, 1998.

(d) For those bargaining unit members who are currently 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.

For those employees receiving health services from Harvard Community Health, the School Board also agrees to furnish coverage substantially equivalent to that offered under City Blue under Harvard Community Health Plan of New England. The current Harvard Community Health Plan in its entirety shall remain in effect until such modified plan is agreed to by the parties.

(e) The School Board also agrees to continue health coverage for retirees and retirees' spouse for life for all employees who retired on or before August 31, 1995. Said coverage shall be converted to Plan 65 coverage upon attainment of the age of 65.

The School 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 employee 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 each month during retirement to maintain said coverage. Upon attainment of age 65, said coverage shall convert to plan 65. This coverage shall be for life. The School Board also agrees to provide this coverage to the retiree's spouse upon the death of the retiree.

Notwithstanding the first paragraph of subsection 9(e), the attached list of named teachers shall be allowed to retire with family health care benefits as provided under the 1992/1995 Agreement between the Providence Teachers' Union and the Providence School Board with their effective retirement date being October 23, 1995.

10. Article 2 Definitions - under Article 2-1 delete the thirteenth paragraph which reads as follows:

A per diem substitute teacher 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.

The deletion of the above language shall not apply to any substitute teacher whose name appeared on the 1994-95 or any previous recall seniority list.

The intent of the parties in deleting the above referenced paragraph from Article 2-1 is to eliminate the requirement that the School Board pay per diem substitute teachers who work more than 68 days in a semester in the same position or 135 days in a school year retroactive pay to the first day of school at the step the individual's number of years of regular service would allow.

11. The School Board agrees to withdraw its proposal that the Providence Teachers' Union withdraw its appeal of the so called Parity Case. Should a decision be rendered by the Rhode Island Supreme Court on behalf of the Union the 1992-95 salary schedule shall be adjusted in accordance with said decision and the 1995-96 salary schedule shall be identical to the adjusted 1994-95 salary schedule.

12. The Providence Teachers' Union and the School Board agree that the School Board, in accordance with the terms of the consent order entered by Chief Justice Weisberger on September 13, 1995, shall deduct from each applicable teacher's paycheck the difference between the cost of the premium for Blue Cross Classic Health Care and the cost of the premium for HealthMate 2000 during the period September 1, 1995 through and including October 10, 1995. Once all of the aforementioned deductions have been made, each effected individual teacher will be reimbursed 50% of their total contribution payment made during the aforementioned period.

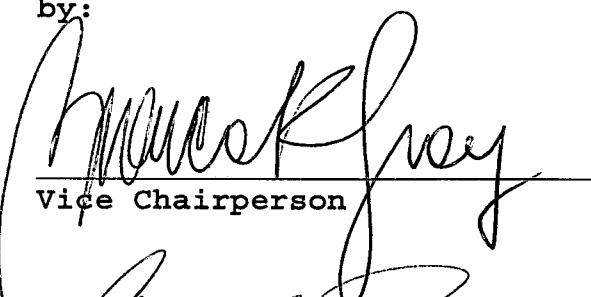
13. All outstanding unfair labor practice charges filed by the Providence Teachers' Union against the City of Providence School Board and/or the City of Providence, including but not limited to ULP-5073, shall be withdrawn with prejudice by the Providence Teachers' Union.


14. Article 20 Duration - Section 20-1 - This Agreement and each of its provisions shall be in effect as of September 1, 1995 and shall continue in full force and effect until August 31, 1996.

15. The above Tentative Agreement is subject to appropriate ratification by the Providence Teachers' Union membership, the City of Providence School Board and the Providence City Council.

CITY OF PROVIDENCE SCHOOL  
BOARD

by:

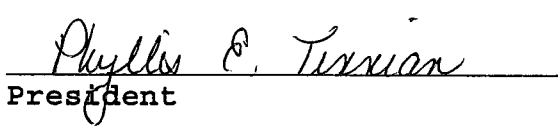
  
Vice Chairperson

  
Superintendent

  
Chief Negotiator

PROVIDENCE TEACHERS' UNION  
AFT LOCAL 958

by:

  
President

  
Chief Negotiator

Phyllis R. Dimaria  
John L. Ellinwood  
Joseph Calabro  
Albert R. Aunchman  
Edward V. Marrapese

T:\WINSDOCS\PRV SCHBD\HEALTH.DOC

# ***Blue Cross/Blue Shield of Rhode Island City Blue Health Care Plan***

<b><u>BENEFIT</u></b>	<b><u>IN NETWORK</u></b>	<b><u>OUT OF NETWORK</u></b>
• Coverage Levels	100%	80%
• Pre-authorization	obtained by network physician	obtained by member, required for those services below identified with asterisk
• Deductibles	none	\$100 per individual \$300 per family
• Maximum annual out-of-pocket expense	none	\$1,000 per individual \$3,000 per family
• Lifetime Maximums	unlimited	unlimited
• Pre-existing Conditions	waived	waived
• Dependent Coverage	spouse and unmarried children thru end of year in which they turn 19 (or age 25 if full-time student)	spouse and unmarried children thru end of year in which they turn 19 (or age 25 if full-time student)
• Preventive Care	\$10 co-payment (well-baby visits) 100% pap smears, mammograms	80%
• Office Visits	\$10 co-payment \$15 allergist \$15 dermatologist	80% 80% 80%
• Eye Exams	\$10 co-payment one exam per year	80%
• Inpatient/Outpatient Hospitalization	100% unlimited days semi-private room	80%*
• Inpatient/Outpatient Surgery	100%	80%*
• Lab and X-Ray Services	100%	80%

<u>BENEFIT</u>	<u>IN NETWORK</u>	<u>OUT OF NETWORK</u>
• Prescriptions (thru 12/31/95)	\$2 co-payment	\$2 co-payment
• Maternity	100%	80%
• Emergency Room	\$25 co-payment waived if admitted	\$25 co-payment waived if admitted
• Chiropractic Care	\$10 co-payment 12 visits per year	80%
• Wisdom Teeth	100% when medically necessary (BONE IMPACTED REQUIRING SERVICE AT HOSPITAL)	80%
• Inpatient Mental Health	45 days of care (100%) per year in a participating hospital when arranged by Care Manager.* No Gatekeeper	50%*
• Outpatient Mental Health	\$10 co-payment group therapy \$15 co-payment individual therapy \$1,000 annual maximum when arranged by Care Manager.* No Gatekeeper	50%*
• Inpatient Substance Abuse	100% coverage for detoxification 3 admissions per year or 21 days, whichever is first. Rehabilitation - 30 days in any 12-month period; lifetime limit of 90 days per member. Both when arranged by Care Manager.* No Gatekeeper	50%*
• Outpatient Substance Abuse	\$10 co-payment for group session. \$15 for individual session. 30 hours per patient, 20 hours for family members, per 12-month period when arranged by Care Manager.* No Gatekeeper	50%*
• Organ Transplant	covered for eligible costs associated with kidney, liver, lung, heart, cornea and homologous bone marrow transplants	covered for eligible costs associated with kidney, liver, lung, hear, cornea and homologous bone marrow transplants*
• Primary Care Physician Requirement	none	none

August 31, 1995

**APPENDIX W**  
**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.

INITIALS: JM RY DWC BKG DATE: 8/31/95  
(1)

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.

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.

INITIALS: JMU POY JWL BKG DATE: 8/31/95  
(2)

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. The Committee shall elect a chairperson on an annual basis.

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.

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.

INITIALS: JM POY DML BKG DATE: 8/31/95  
(3)

### 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 principles 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?

INITIALS: JMA ROY DMC BKG  
(4)

DATE: 8/31/95

- 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 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

- 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.
- 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.
- 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.

INITIALS: JA REV DMC BKG DATE: 8/31/95

VIII. The Providence School Board has established the following mission, statement of beliefs and continuum of change for becoming a site-based managed school:

- 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.

- 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
- \* System-wide frameworks will guide educational reform

- 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.

INITIALS:

JMA RS JML hKG

(6)

DATE:

8/31/95

add new 8-34    Professssional 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.

INITIALS:

*JM* *for* *JMC* *[initials]* *hkg*

DATE:

*8/31/95*

## **SUPERVISION**

### **Article 8-14 Supervision**

8-14.1 delete  
8-14.2 delete  
8-14.3 delete  
8-14.4 delete  
8-14.5 delete  
8-14.6 delete

#### **add new 8-14.1 Portfolio Assessment (Non-Tenured Teacher)**

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

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

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

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

#### **add new 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.

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### **add new 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.

### **add new 8-14.4**

A six member committee will be established prior to November 1, 1995, comprised of the Superintendent and the Union President and two administrators to be appointed by the Superintendent and two teachers to be appointed by the Union President for the purpose of reviewing and monitoring the teacher evaluation and portfolio development process and to make recommendations for change prior to the close of school in June 1996.

### **add new 8-14.5**

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

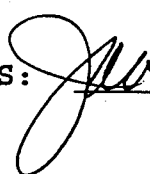



### **add new 8-14.6**

An unsatisfactory evaluation may be appealed under the grievance procedure.

### **amend 8-26 Lesson Plans**

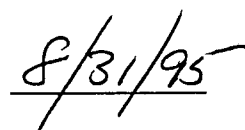
paragraph 1	no change
paragraph 2	no change
paragraph 3	no change
paragraph 4	no change
paragraphs 5, 6, 7, 8, and 9	delete

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**APPENDIX Z**  
**HIRING AND PAYMENT OF SUBSTITUTE TEACHERS**

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 teachers 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 1994-1995 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 position(s) except that said teacher shall not be eligible for placement on any Recall Seniority list unless said teacher receives a layoff notice as a probationary/regular teacher.

Any teacher whose name appears on 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 teachers in-pool to cover assignments of teachers when they are absent based upon the average number of teacher absences during the same academic quarter of the previous school year.

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 averages 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 corresponding quarter of the previous academic year. Said average number of teacher absences requiring substitute coverage shall be adjusted to account for the annual 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

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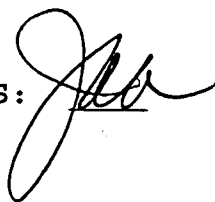

teachers, long-term substitute teachers, long-term substitute teachers in-pool and probationary teachers who serve as substitute teachers) available to cover the assignments of absent teachers and to cover the assignments of teachers attending teacher workshops, committee meetings, in-service sessions, etc.

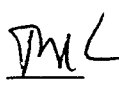
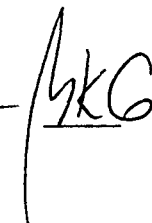
Effective November 6, 1995, the Board shall have employed 126 substitute teachers (i.e., per-diem substitute teachers, long-term substitute teachers, long-term substitute teachers in-pool, and probationary teachers who serve as substitute teachers) to be assigned as needed during the second quarter of 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 substitute teachers needed, the Parties agree to proceed to expedited arbitration with the understanding that the decision of the arbitrator shall be final.

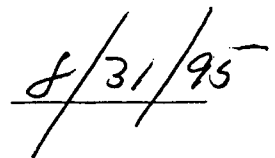
The Superintendent of Schools and the Union President will meet monthly to monitor this activity and further agree to provide a monthly report to the public detailing the status of this activity.

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## EMERGENCY SICK LEAVE BANK

### **add new Article 4-8 Emergency Sick Leave Bank**

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.

### **Emergency Sick Leave Bank Committee**

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

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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 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.

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add new 8-33

**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 a formal, structured service designed to assist in identifying and resolving productivity and morale problems associated with employees impaired by personal concerns including, but not limited to: alcohol and other drug abuse, health, marital, family, financial, legal, emotional or other personal concerns which may adversely affect employee job performance.

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AGREEMENT AND DECLARATION OF TRUST  
ESTABLISHING THE  
PROVIDENCE TEACHERS' UNION  
RELATED HEALTH SERVICES FUND

THIS AGREEMENT AND DECLARATION OF TRUST is made and entered into as of the 31st day of December, A.D. 1995, in the State of Rhode Island, by and between Providence Teachers' Union Local Union 958 affiliate of the Rhode Island Federation of Teachers, AFT, AFL-CIO, an unincorporated association with its principal office in the City of Providence, Rhode Island, hereinafter referred to as the "UNION" and those designated herein to be the Local Union Trustees.

W I T N E S S E T H:

WHEREAS, Providence Teachers' Union Local Union 958 has entered into collective bargaining agreement which provide among other things for contributions to a Health Services Program in accordance with the terms and conditions contained therein for the purpose of receiving contributions and providing for certain health services and related benefits for employees, their families and dependents; and

WHEREAS, it is desired to set forth the terms and conditions under which the Fund is to be established and administered; and

WHEREAS, the Fund shall be governed by a Board of Trustees to effectuate the pertinent provisions of the aforesaid collective bargaining agreements;

NOW, THEREFORE, the following shall constitute the provisions of the Providence Teachers' Union Related Health Services Fund.

## ARTICLE I

### DEFINITIONS

Unless the context or subject matter otherwise requires, the following definitions shall govern:

SECTION 1. LOCAL UNION. As used in this Agreement, the term "Local Union" shall mean Providence Teachers Union Local Union 958.

SECTION 2. EMPLOYER. As used herein, the term "Employer" shall mean the Providence School Board which is a party to a collective bargaining agreement with said Local Union containing provisions requiring such employing entity to make contributions to this Fund.

SECTION 3. EMPLOYEES. As used in this Agreement, the term "Employees" or "Employee" shall mean all persons covered by a collective bargaining agreement requiring payments or contributions to this Fund. The term "Employees" shall include an employee who is collecting Worker's Compensation disability payments resulting from an injury or disease incurred while employed by the Employer.

SECTION 4. TRUSTEE. As used in this Agreement, the term "Trustee" shall mean any natural person designated as a Trustee by Providence Teachers' Union 958. The term "Board of Trustees", "Trustees" or "Trustee" as used herein shall include all Trustees designated by that Local Union and shall include their successors as designated from time to time by Providence Teachers Union 958.

SECTION 5. PLAN. As used in this Agreement, the term "Plan" or "Plans" shall mean the program(s) providing for certain health services, as may be adopted, changed or modified by the Trustees from time to time. The Trustees shall determine who shall be classified as "dependents" of Employees and who shall constitute members of their "families" and may change the same from time to time.

SECTION 6. BENEFITS. The term "Benefits", as used herein, shall mean the particular health services and related benefits to be provided pursuant to the Plan.

SECTION 7. FUND. The term "Fund", as used herein, shall mean the Providence Teachers' Union Related Health Services Fund created by this Agreement, and shall mean generally the monies or other things of value which comprise the corpus and additions of the Fund.

SECTION 8. CONTRIBUTIONS. The term "Contributions", as used herein, shall mean the payments or contributions required to be made by the Providence School Board to the Fund pursuant to an agreement in writing with Providence Teachers' Union Local Union 958.

SECTION 9. COLLECTIVE BARGAINING AGREEMENT. As used in this Agreement, the term "Collective Bargaining Agreement" shall mean a collective bargaining agreement executed and now in effect or hereafter in effect between the Providence School Board and Providence Teachers' Union Local Union 958 and any extensions and renewals thereof requiring the Employer to make contributions to

the Fund as one of its provisions.

## ARTICLE II

### CREATIONS OF THE RHODE ISLAND PUBLIC EMPLOYEES

#### RELATED HEALTH SERVICES FUND

SECTION 1. ESTABLISHMENT OF FUND. There is hereby created and established the Providence Teachers' Union Related Health Services Fund by Local Union 958 with the Trustees designated in Article III hereof. The Fund shall comprise Employer contributions or payments heretofore or hereafter made to this Fund under a collective bargaining agreement or other agreement in writing between an Employer and a Local Union, all monies received by the Trustees as contributions or as income from investments made and held by the Trustees or as grants or donations or otherwise, and any other property received and held by the Trustees for the purposes set forth in this Agreement and Declaration of Trust.

SECTION 2. ACCEPTANCE BY TRUSTEES. The Trustees will receive all such payments, contributions, grants, donations, deposits, monies and assets To Have and To Hold In Trust, however, for the use and purposes of the Fund as set forth herein.

SECTION 3. GENERAL PURPOSE. The Fund shall be used for the purpose of providing for certain health services and related benefits which may include, but are not limited to, dental benefits, prescription drug and appliance benefits, optical benefits, weekly accident and sickness benefits, and such other

similar benefits as the Trustees may deem appropriate pursuant to a Plan or Plans adopted by them, through self-insurance, in whole or in part, or by obtaining coverage of the same in whole or in part by contract with an insurance company licensed to do business in the State of Rhode Island, and shall further provide the means for financing the expenses of the Trustees and the establishment, operation and administration of the Fund, in accordance with this Trust Agreement, including, but without limitation, the expenses which may be incurred in connection with the establishment and maintenance of the Fund, the employment of administrative, legal, accounting, actuarial and such other technical or professional services as the Trustees consider desirable from time to time and the leasing or purchase of such premises and such materials, supplies and equipment as the Trustees in their discretion deem necessary or advisable in the performance of their duties.

### ARTICLE III

#### TRUSTEES

SECTION 1. NUMBER. The operation and administration of the Fund shall be the responsibility of a Board of Trustees comprised of three (3) Trustees who shall be such persons holding the office of President, Vice President at Large and Treasurer of Local Union 958.

The Trustees initially shall be Phyllis Tennian as President, Phillip DeCecco as Vice President at Large and Edward Shaw as Treasurer.

SECTION 2. ACCEPTANCE OF TRUSTEESHIP. The Trustees named in Section 1 hereof by affixing their signatures at the end of this document hereby consent to act as Trustees of the Fund and declare that they will, individually and collectively, administer the Trust and act in their capacity as Trustees strictly in accordance with the provisions of this Agreement.

SECTION 3. TERM OF TRUSTEES. Each Trustee above-named and each successor Trustee shall continue to serve as such until his death, incapacity, resignation or removal, as herein provided. Any Trustee may be removed or replaced at the will of Local Union 958.

SECTION 4. RESIGNATION OF TRUSTEES. A Trustee may resign and be fully discharged from all future duty or responsibility hereunder by giving notice in writing to Local Union 958 and the Board of Trustees, which notice shall state the date on which such resignation shall take effect and such resignation shall take effect on the said date unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect on the date of appointment of the successor.

SECTION 5. VACANCIES. If for any reason a Trustee cannot serve, resigns or is removed by Local Union 958 before the expiration of the term for which he is appointed, a successor Trustee shall be appointed in the same manner as the Trustee to whose office he is succeeding. It is the intention that the Fund shall at all times be administered by three (3) Trustees, but until the appointment and acceptance of a successor Trustee or Trustees, the remaining Trustees shall have full power to act, subject only

to the quorum requirements provided hereafter.

SECTION 6. SUCCESSOR TRUSTEE. If any Trustee shall die, become incapable of acting, resign or be removed, a successor Trustee shall be designated in accordance herewith to serve the balance of the term of the Trustee to whose office he is succeeding. Upon the filing with the Board of Trustees of the acceptance of Trusteeship by the designated successor Trustee, such designation shall be effective and binding in all respects.

A successor Trustee or a Trustee designated to fill a vacancy, immediately upon his acceptance of the Trusteeship in writing and filed with the Trustees, shall become vested with all of the property, rights, powers and duties of a Trustee hereunder with the like effect as if he had been originally named as a Trustee.

#### ARTICLE IV

##### POWERS, DUTIES AND

##### OBLIGATIONS OF TRUSTEES

SECTION 1. PROPERTY AND ASSISTANCE. The Trustees are authorized and empowered to lease or purchase such materials, supplies and equipment to construct such premises, and to hire and employ and retain such legal counsel, investment counsel, administrative, accounting, actuarial, clerical and other assistants or employees as in their discretion they deem necessary or advisable in the performance of their duties.

SECTION 2. CONSTRUCTION OF AGREEMENT. Rhode Island law shall control the power of the Trustees to construe the provisions of

this Agreement and Declaration of Trust, and any such construction adopted by the Trustees in good faith shall be binding upon the Employers, the Local Unions and the Employees, their heirs, assigns, family members and dependents.

SECTION 3. GENERAL POWERS. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law.

(a) To establish and administer a Related Health Services Plan or Plans on behalf of Employees, their families and dependents covered under the Plan and referred to in this instrument and to adopt rules and regulations, including rules of eligibility, for such purpose.

(b) To purchase, construct, sell, exchange, lease, convey or dispose of any property, whether real or personal, at any time forming a part of the Fund upon such terms as they may deem proper and to execute and deliver any or all instruments of conveyance and transfer in connection therewith.

(c) To invest and reinvest the principal and income of the Fund, without distinction between principal and income, in any and all securities whatsoever, including (but not limited to) common and preferred stocks, bonds, bills, notes, commercial paper, debentures, mortgages, equipment trust certificates, investment trust certificates, common trust funds of banks or trust companies authorized by federal and state charter to do a banking and/or trust business in Rhode Island, policies and contracts issued by insurance companies, and in any other property whatsoever, whether

real, personal or mixed. Any such investments and reinvestments shall not be restricted to securities and property of the character authorized for investment by Trustees under any present or future laws; and in making any investment or reinvestment the Trustees shall not be limited by the proportion which the investment so to be made, either alone or in conjunction with other property of the same or similar character then held or thereafter acquired, may bear to the entire amount of the Fund, provided, however, the Trustees shall in all such investments seek to preserve the corpus of the Fund. Notwithstanding anything herein to the contrary, the Trustees shall not have the right or power to invest or reinvest in any securities of, or to make any loans to, an Employee, a member of his family or his dependents, an Employer, a Trustee or a Local Union.

(d) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and Declaration of Trust and for the administration of the Trust fund and to do all acts as they, in their discretion, may deem necessary and advisable.

(e) To compromise, settle, arbitrate and release claims or demands in favor of or against the Fund or the Trustees on such terms and conditions as the Trustees deem advisable.

(f) To establish and accumulate as part of the Fund a reserve or reserves adequate in the opinion of the Trustees to carry out the purposes of the Fund.

(g) To pay out of the Fund all real and personal property taxes, and other taxes of any kind and all kinds levied or assessed

under existing or future laws upon or in respect to the Fund or any money, property or securities forming a part thereof.

(h) To receive contributions or payments from any source whatsoever to the extent permitted by law.

(i) To pay the costs of administration of the Fund, as authorized by the Trustees, in accordance with the provisions hereof.

(j) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder.

SECTION 4. COMPENSATION AND EXPENSES. Trustees shall receive no compensation for their services to the Fund, but shall be reimbursed for reasonable costs expended by reason of their service as Trustees.

SECTION 5. BOOKS OF ACCOUNT. The Trustees shall keep true and accurate books of account and records of all their transactions, which shall be open to the inspection of each of the Trustees and authorized representatives of Local Union 958 at all reasonable times and which shall be audited annually or more often, as determined by the Trustees, by a certified public accountant selected by them.

SECTION 6. DEPOSIT AND WITHDRAWAL OF FUNDS. All monies received by the Trustees hereunder shall initially be deposited by them in such bank or banks as the Trustees may designate for that purpose and all withdrawals of monies from such account or accounts shall be made only by check signed by the Trustees authorized in

writing to sign checks. Except as otherwise hereinafter provided herein, no check shall be valid unless signed by two (2) Trustees.

The Trustees may, in their discretion, designate and authorize an employee or agent of the Trust to sign checks upon such separate and specific bank account or bank accounts as they Trustees may designate and establish for such purpose.

SECTION 7. SURETY BONDS. The Trustees and any employees of the Fund who are empowered and authorized to sign checks or to receive or disburse Funds assets shall each be bonded by a duly authorized surety company licensed to do business in the State of Rhode Island in such amounts as may be determined from time to time by the Trustees, but not less than the amount required by law. The premium for such bond or bonds shall be paid out of the Fund. The Trustees may secure a blanket bond, so called, for this coverage.

SECTION 8. PERSONAL LIABILITY. Neither the Trustees nor any individual or successor Trustee shall be personally answerable or personally liable for any liabilities or debts of the Fund contracted by them as such Trustees, or for the non-fulfillment of contracts, but the same shall be paid out of the Fund, and the Fund is hereby charged with a first lien in favor of such Trustees for his or their security and indemnification against any liability of any kind which the Trustees or any of them may incur hereunder; provided, however, that nothing herein shall exempt any Trustee from liability arising out of his own willful misconduct, bad faith or gross negligence, or entitle such Trustee to indemnification for any amount paid or claim against the Fund incurred as a result

thereof.

The Trustees and each individual Trustee shall not be liable for any error of judgment or for loss arising out of any act or omission in the execution of their duties so long as they act in good faith and without gross negligence; nor shall and Trustee in the absence of his own willful misconduct, bad faith or gross negligence, be personally liable for the acts or omissions (whether performed at the request of the Trustees or not) of any other Trustee, or of any agent or attorney elected or appointed by or acting for the Trustees.

The Trustees shall be fully protected in acting upon any instrument, certificate, or paper believed by them to be genuine and executed or presented by the seemingly proper person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Neither the Fund nor Local Union 958 shall be in any way liable in any respect for any of the acts, omissions or obligations of the Trustees, individually or collectively, provided, however, any person may rely upon any document, other than a check or any negotiable instrument, executed by a Trustee as valid without further inquiry or investigation.

SECTION 9. FIDUCIARY CAPACITY OF TRUSTEES. The Trustees of the Fund shall be responsible in a fiduciary capacity for all money, property or other assets received, managed or disbursed by them, or under their authority, on behalf of such Fund.

The Trustees of the Fund shall be responsible for the prudent care and investment of funds and earnings of the Fund, and for expenditures in accordance with sound actuarial and business principles taking into account the purpose of the Fund and the experience of the Trustees.

## ARTICLE V

### CONTRIBUTIONS TO THE FUND

SECTION 1. RATE OF CONTRIBUTIONS. In order to effectuate the purpose hereof, the Trustees shall ensure that the Providence School Board contributes to the Fund the amount required by a collective bargaining agreement or other agreement in writing between a Local Union and an Employer. The rate of contribution of each Employer shall at all times be governed by a collective bargaining agreement or other agreement in writing with Local Union 958 then in force and effect together with any amendments, supplements or modifications thereto which provide for such contribution.

SECTION 2. EFFECTIVE DATE OF CONTRIBUTIONS. All contributions shall be made in the amount and at the time or times set forth in such collective bargaining agreement or other agreement in writing.

SECTION 3. RESPONSIBILITY OF TRUSTEES. It shall be the responsibility of the Trustees to ensure that contributions are paid in the amounts and at the time or times due from an Employer and in the event of delinquency to take all appropriate actions,

including instructions to Local Union 958 to take any action permitted under its collective bargaining or other agreement in writing with a delinquent Employer in collection of the same, and any other action permitted by law to collect such contribution.

## ARTICLE VI

### PLAN

SECTION 1. The Trustees shall have full authority to determine all questions of the nature, amount and duration of expenditures which may be made for the purpose of financing the Plan for employees, their families and dependents, and as to the extent of the benefits which the Fund can provide without undue depletion or excessive accumulation, provided, however, that no benefits or other remuneration, whether in the form of case, insurance, annuities or any other similar benefits, may be paid to or for any employee or individual, whether participating or not participating in the Plan, unless said employee or individual is entitled to benefits or payments under the rules of eligibility of the Plan as adopted by the Board of Trustees.

SECTION 2. The Trustees shall have the authority to determine eligibility for participation in the Plan and to make and adopt rules and regulations for attaining and maintaining such eligibility subject only to this Agreement and Declaration of Trust.

## ARTICLE VII

### MEETINGS AND DECISIONS OF TRUSTEES

SECTION 1. OFFICERS OF TRUSTEES. There shall be a Chairman of the Trustees who shall preside at meetings of the Trustees to perform such duties as may be prescribed or assigned to him from time to time by the Trustees. As promptly as possible after the execution of this Agreement and Declaration of Trust, the Trustees shall elect a Chairman. The term of office of the Chairman shall commence on the date of his election and shall continue for one (1) year thereafter or until his successor shall have been elected and shall have qualified in his stead.

The Trustees, in their discretion, may from time to time elect or appoint other officers from among themselves to perform such duties as the Trustees may designate.

SECTION 2. MEETINGS OF TRUSTEES. Meetings of the Trustees shall be held at such time and place or places in the State of Rhode island as may be agreed upon by the Trustees, provided that such meetings shall not take place less frequently than once every three ( ) months and may be called by the Chairman upon five (5) days' written notice to the other Trustees or may be held at any time without notice if all the Trustees consent thereto in writing. A quorum at all meetings shall consist of two (2) Trustees.

SECTION 3. COMMITTEES. The Trustees may appoint committees each consisting of one or more trustees to investigate matters delegated specifically to such a committee and to report to the Trustees with or without recommendations, as the Trustees shall

determine. The Trustees may accept or reject such report in whole or in part or any recommendations made a part thereof as they shall decide by majority vote.

## ARTICLE VIII

### ARBITRATION

SECTION 1. APPLICATION OF THIS ARTICLE. In the event the Trustees cannot decide any matter or resolve any dispute because of a tie vote or in the event any matter cannot be determined because of a lack of a quorum at two (2) consecutive meetings of the Trustees, then and in either of such events, any Trustee within a reasonable time, may submit the matter, issue or dispute to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

SECTION 2. The decision or award of the arbitrator shall be in writing and shall be final and binding on all parties and persons covered and shall be made within thirty (30) days after the arbitrator declares the proceeding closed.

SECTION 3. The cost and expense incidental to any arbitration proceeding shall be a proper charge against the Fund and the Trustees are authorized to pay such charge including reasonable legal fees of the Trustee who filed for arbitration and the Trustee or Trustees who oppose the issue submitted to arbitration. Fund counsel shall not represent any of the Trustees in said arbitration, but will at the request of the arbitrator, present to him copies of any and all relevant legal opinions rendered in

writing to the Trustees before the matter at issue in the arbitration arose.

## ARTICLE IX

### EXECUTION OF TRUST AGREEMENT

SECTION 1. COUNTERPARTS. This Trust Agreement may be executed in one or more counterparts. The signature of a party on any counterpart shall be sufficient evidence of his execution hereof.

## ARTICLE X

### AMENDMENT TO TRUST AGREEMENT

SECTION 1. LIMITATION. The Trustees may amend this Agreement and Declaration of Trust at any time and from time to time, provided, however, no amendment may be adopted which will alter the basic principles of this Agreement and Declaration of Trust except as required by the decision of a court of competent jurisdiction from which no appeal may be taken or from which no timely appeal is taken. In the event that a collective bargaining agreement or other agreement in writing between an Employer and a Local Union provides for matters not covered by the Plan adopted by the Trustees or provisions for different benefits or the rendering thereof as set forth in the Plan, then an amendment to the Plan applicable only to that Employer and his or its Employees shall be adopted by the Trustees.

SECTION 2. NOTIFICATION OF AMENDMENT. Whenever an amendment is adopted in accordance with this Article, a copy of such

amendment shall be distributed to all Trustees.

## ARTICLE XI

### TERMINATION OF TRUST

SECTION 1. BY THE TRUSTEES. This Agreement and Declaration of Trust may be terminated by an instrument in writing executed by each Trustee when there is no longer in force and effect any collective bargaining or other agreement in writing between an Employer and a Local Union requiring contributions to the Fund or participation therein.

SECTION 2. PROCEDURE ON TERMINATION. In the event of the termination of the Trust, the Trustees shall apply the Fund to pay or to provide for the payment of any and all obligations of the Fund and shall distribute and apply any remaining surplus in such manner as will in their opinion best effectuate the purpose of the Fund; provided, however, that no part of the corpus or income of the Fund shall, directly, or indirectly, be used for or diverted to any purpose other than an exempt purpose as defined under the Internal Revenue Code of 1954, as amended. Under no circumstances shall any portion of the corpus or income of the Fund, directly or indirectly revert or accrue to the benefit of any contributing Employer or a Local Union.

SECTION 3. NOTIFICATION OF TERMINATION. Upon termination of the Fund in accordance with this Article, the Trustees shall forthwith notify Local Union 958 of the same and the Trustees shall continue as Trustees for the purpose of concluding the affairs of

this Trust and may take any action with regard to any policy or matter which may be required by law in terminating the Trust.

## ARTICLE XII

### CONSOLIDATION OR COORDINATION

#### WITH OTHER FUNDS

SECTION 1. ACTION BY BOARD OF TRUSTEES. The Trustees shall have the power to make and enter into agreements or arrangements with any other trust fund for merger, consolidation, affiliation, coordination or cooperation by any between this Fund and such other trust fund for the purpose of providing health services and related benefits described herein to employees, their families and dependents who are beneficiaries of the Fund and any other such fund or funds, to the extent and upon such terms as the Trustees may determine to be desirable and in the best interests of this Fund and its beneficiaries. Any such action of the Trustees shall be subject to the prior approval of Local Union 958.

SECTION 2. LIMITATION. No such agreement or arrangement may be made or entered into which will alter the basic principles of this Agreement and Declaration of Trust, be in conflict with a collective bargaining agreement between an Employer and Local Union 958, or be contrary to applicable law.

## ARTICLE XIII

### MISCELLANEOUS

SECTION 1. VESTED RIGHTS. No Employer nor any person

claiming by or through an Employee, his family, dependents, heirs, and/or estate, by reason of the Employer having been or being a contributor to the Plan or an Employee or participant in the Plan, shall have any right, title or interest in or to any property of the Fund or any part thereof.

SECTION 2. ENCUMBRANCE OF BENEFITS. No monies, property or equity, of any nature whatsoever, in the Fund, or policies or benefits or monies payable therefrom, shall be subject in any manner by an Employee or person claiming through such employee to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

SECTION 3. LIMITATION OF BENEFITS. In the event the Trustees shall determine that a beneficiary who is eligible for payment of benefits is unable to manage his/her affairs, the Trustees may pay the same to the person who in their opinion will apply the benefits for the well-being of the beneficiary or may withhold payment of the same until a representative of the beneficiary is appointed as provided by law, at which time payment of the benefits will be made to such representative. Any payment of benefits to, for, or on behalf of a beneficiary under this Section shall be a discharge of any obligation of the Fund and the Trustees to the beneficiary or anyone claiming through him, to the extent of such payments.

SECTION 4. SITUS. This Agreement and Declaration of Trust is accepted in the state of Rhode Island and such place shall be deemed the situs of the Trust Fund created hereunder. All

questions pertaining to the validity, construction and administration of the Trust, Fund or Plan shall be determined in accordance with the laws of such State.

SECTION 5. NOTICES TO TRUSTEES. The address of each of the original Trustees shall be stated on the signature page of this Agreement and Declaration of Trust. Any change of address shall be effected by written notice to the Trustees. Notice to the Trustees shall be sufficient if sent to the address above stated by registered or certified mail or prepaid telegram. Successor Trustees shall signify their respective addresses on the document which they execute in order to adopt this Agreement and Declaration of Trust and notice to such Trustees shall be sent in the same manner as to the original Trustees.

SECTION 6. SUCCESSORS AND ASSIGNS. This Agreement and Declaration of Trust shall be binding upon the parties hereto and their successors and as to Local Union 958.

SECTION 7. SEVERABILITY. If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held illegal or invalid for any reason, the remainder of this Trust Agreement, or the application of such provision to persons or circumstances other than those as to which it is held illegal, or invalid, shall not be adversely affected thereby. If any provision of this Trust Agreement shall be held illegal or invalid, per se, such provisions shall be fully severable and this Trust Agreement shall be construed and enforced as if such provision had never been included herein. No Trustee or

other party to this Agreement and Declaration of Trust or to a collective Bargaining Agreement and/or the Plan or any supplements to any of them, shall be held liable for any act done or performed pursuant to any provisions herein or therein contained, regardless of the fact that such provision may be held unlawful, prior to the time when such provision shall in fact be held to be unlawful by a Court of competent jurisdiction.

IN WITNESS WHEREOF, the Union has caused this instrument to be duly executed by its proper officers, thereunto duly authorized and the Trustees named herein have hereunto set their respective hands and seals in acceptance of their office this 31st day of December, 1995.

ACCEPTANCE BY ORIGINAL  
TRUSTEES:

PROVIDENCE TEACHERS' UNION,  
LOCAL UNION 958, AFT, AFL-CIO

Phyllis E. Texman

Phyllis E. Texman  
President

Philip Delecco

Edward E. Shaw  
Treasurer

Edward E. Shaw

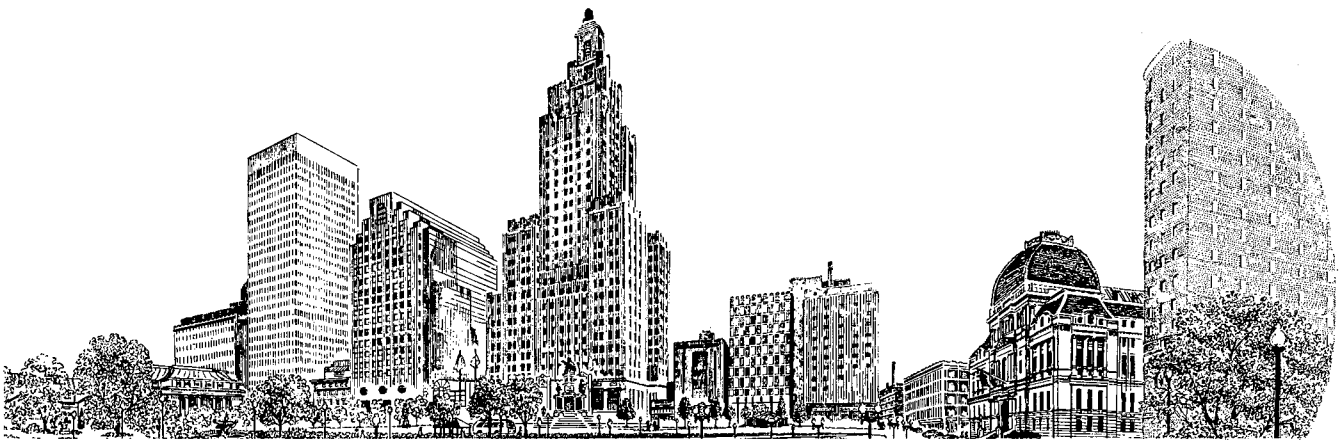
**1992 – 1995**  
**A G R E E M E N T**

**between the**

**Providence Teachers Union      AFT Local 958**

**and the**

**Providence School Board**



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## **AGREEMENT**

AGREEMENT MADE AND ENTERED INTO on this 1st day of September 1992 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").

## **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 employed by the Providence School Board, long-term substitute teachers, home visitors, social workers, and nurses but which excludes the Superintendent, Assistant Superintendents, principals, assistant principals, supervisors, assistant supervisors, directors, assistant directors,

coordinators, 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 teachers in the bargaining unit.

## **ARTICLE 2 DEFINITIONS**

### **2-1. Definitions**

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

The terms "Principal" and "Director" as used in this Agreement mean the responsible administrative heads of their respective schools or departments.

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

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

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

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

The term "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. Any extension of service beyond the semester covered by the appointment shall not be considered as "long-term" unless the person has been reappointed by the Board.

Per-diem substitutes who are serving in a regular vacancy for the same absent teacher over a long period of time will become a "long-term substitute" provided it has been certified that said absent teacher will be out for the rest of the term and provided that said per-diem substitute teacher works in excess of 68 days in one semester.

A per-diem substitute teacher who has never worked as a long-term substitute teacher or as a regularly appointed teacher becomes a "new teacher" under the Collective Bargaining Agreement when he/she becomes a member of the Bargaining Unit. Said long-term substitute teacher or regularly appointed teacher for the first time shall be provided with Blue Cross, Blue Shield, Major Medical, or Harvard Community Health Plan (HCHP) coverage, whichever is applicable, and Delta Dental coverage as of the first of the month following the

date he/she becomes a long-term substitute or regularly appointed teacher; that is, a new member of the Bargaining Unit.

Per-diem substitute teachers who previously were long-term substitute teachers or regularly appointed teachers in the Providence School Department and who become long-term substitute or regularly appointed teachers by virtue of recall, or by working in excess of sixty-eight (68) days in a semester, or by working one hundred thirty-five (135) days in a school year shall be provided with ninety (90) days retroactive Blue Cross, Blue Shield, Major Medical or HCHP coverage, whichever is applicable, and Delta Dental coverage and shall be reimbursed for any medical/dental or HCHP premium payments or for any medical and/or dental expenses if incurred during said ninety (90) day period which ordinarily would have been covered by Blue Cross, Blue Shield, Major Medical or HCHP whichever would have been applicable, and Delta Dental coverage.

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

A per-diem substitute teacher who becomes a "long-term substitute" during the school year will be paid the standard step on the salary schedules 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.

Whenever the Board has scheduled the reassignment of a per-diem substitute teacher during a semester in order to avoid appointing said per-diem substitute as a long-term substitute teacher and said reassignment is proper under the Collective Bargaining Agreement, said per-diem substitute teacher may sign a statement indicating that he/she will make no claim for long-term substitute status, retroactive pay and medical and dental coverage should the Board keep said per-diem substitute teacher in the same position in excess of sixty-eight (68) days in a semester provided that nothing contained herein or the statement signed by said per-diem substitute teacher shall be construed as denying him/her the right to attain long-term substitute status by working one hundred thirty-five (135) school days as a per-diem substitute teacher during the school year and all of the rights under the Collective Bargaining Agreement including but not limited to retroactive pay, medical and dental coverage and the right to lay-off and recall seniority as a long-term substitute or regular teacher, and in no event is a per-diem substitute teacher to be utilized in any position to which a long-term substitute or regularly appointed teacher should be appointed.

"Long-term substitutes" shall be given preference for appointments as probationary teachers when permanent vacancies next occur in their areas of certification.

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 class of teachers who are absent.

"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".

"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.

### 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 travel for teachers duly authorized to use their own vehicles is set forth in Appendix B and made a part of this Agreement.

3-3. Compensation for extra-curricula activities is set forth in Appendix B and made a part of this Agreement.

3-4. Compensation for school psychologists, ungraded teachers, home teachers and teachers of special education classes is set forth in Appendix B and made a part of this Agreement.

3-5. Compensation for department heads in senior high schools, head counselors of guidance in junior high and middle schools and department chairmen in senior high, junior high and middle schools is set forth in Appendix B and made a part of this Agreement.

3-6. Additional compensation for work beyond the school year is set forth in Appendix B, Section B-4, and made a part of this Agreement.

3-7. Compensation for Athletic Directors and Coaches is set forth in Appendix B and made a part of this Agreement.

3-8. Compensation for Comprehensive Medical Coverage Benefits is set forth in Appendix C and hereby made a part of this Agreement.

3-9. Compensation for teachers employed in federal, summer and evening school programs is set forth in Appendix B and made a part of this Agreement.

3-10. All other teacher positions now receiving monetary compensation not mentioned in this contract shall remain as presently established or as may be hereafter established from time to time provided, however, that in no case will compensation for said teacher positions be less than currently established.

3-11. Compensation for assisting at athletic events is set forth in Appendix B and made a part of this Agreement.

3-12. Reimbursement for accredited courses approved in advance by the Superintendent is set forth in Appendix B and made a part of this Agreement.

3-13. All teachers on the salary schedule shall be paid on a pro-rated bi-weekly payroll basis every second Friday on a 10-month basis with first payroll check to be given to teachers on the second Friday after schools open in September and the

last payroll check to be given teachers on the last day of school in June. Any teacher who is absent in June and whose absence necessitates an adjustment to be made from his final paycheck may have his final check withheld and paid to him on or before June 30. Teachers shall have the option to continue to have their checks forwarded to banks or the Fairlawn Credit Union which participate in a payroll program provided written authorization is given to the School Department by the teachers. This authorization shall remain in full force and effect until this authorization is revoked by the teacher in writing.

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

3-14. Compensation for dental coverage benefits is set forth in Appendix E and hereby made a part of this Agreement.

## **ARTICLE 4 SICK LEAVE**

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

All members of the bargaining unit shall earn full-pay sick leave as follows: Each teacher shall be credited with twenty (20) full-pay sick leave days each September and any unused portion thereof shall be added to his 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 school 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 September 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 accumulated balance. The total number of accumulated full-pay sick-leave days shall not exceed one hundred fifty (150) days.

4-1.1 In each case of absence for illness in excess of five (5) consecutive school 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 from performing his 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 shall receive for subsequent absences one-half of his 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 (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 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 school year shall be withheld until such time as the teacher serves at least 135 days in his school year. A teacher's school year shall be that period between his/her annual increments. 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**

Members of the bargaining unit 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 fifty (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 school is in session. Information on a teacher's accumulated sick leave shall be furnished to each school at the beginning of the school year and shall be made available to each teacher upon his 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 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.

## **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.

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

5-1.5. For purposes connected with the welfare of the school and/or community - not to exceed five (5) days.

5-1.6. For his out-of-state graduation - up to three (3) days. Each request shall receive individual consideration by the Superintendent.

5-1.7. For visiting schools - one half day in each term and/or one (1) full day per year.

5-1.8. For personal business - two (2) days.

However, a teacher shall not be denied such leave for any business that cannot be conducted at a time not in conflict with the teacher's regular school day or for any emergency over which he/she has no control which requires immediate attention. Requests for leave shall be given as far in advance as possible. Each request must be submitted on a form provided by the Office of Human Resources. The request must list the specific reason for the leave.

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)

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 own grandparent (one (1) day for grandparent of spouse) who is not residing in the home of the teacher, father-in-law, mother-in-law, brother or sister of teacher's spouse, son-in-law, daughter-in-law, or grandchild; and

FURTHER, such teacher may be absent for one (1) school day without loss of pay due to the death of a teacher's or teacher's spouse's uncle, aunt, first cousin, niece, nephew, brother-in-law or sister-in-law; 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, two (2) additional school days may be taken for personal reasons in connection with settling the affairs of a deceased, as defined in the above paragraphs of this section, provided that these days are taken within one (1) year from the time of the death and further provided that such affairs cannot be handled outside of the school day. Leave provided in this sub-paragraph shall be granted in accordance with provisions of 5-1.8 and 5-1.9 in this Agreement and debited thereto.

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.

Request for sabbaticals 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 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 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 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 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 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 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 Leaves**

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 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 regular school salary; however, he 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 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 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 an adoption without pay to a member of the bargaining unit.

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

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

At the expiration of a leave, the teacher shall be reinstated with all rights and benefits accorded to a teacher on a no-pay leave. A teacher on leave shall have the option to retain her Comprehensive Medical Coverage and riders as outlined in Appendix C. 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 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 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 leave. Such teacher shall be given preference to the specific assignment he/she held at the time his 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 carbon 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 I shall receive up to ninety (90) school 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 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 R.I. State Retirement allowance and/or Social Security benefits in the case of permanent disability.

The Board shall have the right to require medical examinations 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 leaves 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.

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 Battery, or sick leave benefits.

For purposes of the within agreement, specific compensation paid pursuant to Rhode Island General Law 28-33-19 shall not be treated as an advance of compensation for which a credit shall be allowed nor shall the within agreement in any way alter or diminish any rights afforded by the Collection Bargaining Agreement by and between the Providence Teachers Union and the Providence School Board and the Worker's 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 The Board and the Union recognize the desirability of achieving optimum teacher-learning conditions by assuring workable class size. To this end the Board recognizes that it is desirable to attempt to reach the following class size maxima:

Elementary	25 pupils
Secondary	25 pupils
Ungraded	20 pupils
Special Education	16 pupils
or according to State Law requirement.	

Effective September 1, 1983, class size shall not exceed an average of 27 (26 effective September 1, 1984) students enrolled on a teacher's classroom register per teaching period each school day provided that no teaching period shall have in excess of 30 (29 effective September 1, 1984) 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

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 8-1.2 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 accord 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 of Article 8-1.

#### **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, Middle and Junior High Schools:**

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

##### **Senior High Schools:**

Teachers shall have a lunch period free of supervisory and administrative duties 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 to experiment with 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

The Board will broaden the application of data processing methods in the above stated areas provided it is economical and efficient to do so.

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:

8-4.1. Kindergarten and grades 1 through 6: Teachers shall have at least one (1) thirty (30) minute unassigned period per day.

##### **8-4.2. Middle Schools, Junior High Schools and Senior High Schools:**

Teachers shall have one (1) unassigned period per day, except that a teacher may be programmed unassigned periods totalling 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 an unanticipated pupil population increase makes it necessary to establish one (1) additional teaching period in a department certification area in a school, an exception will be made to Article 8, Section 7 and Article 15, Section 1.3 only 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. The teaching assignment during a teacher's unassigned period shall be guaranteed on a semester basis as follows:

A. Any teaching assignment during an unassigned period between September 1 and September 30 shall be considered temporary; and the first semester shall be guaranteed only provided that enrollment figures as of October 1 warrant it and provided that a part-time or full-time teaching position has not been created to provide for the unanticipated pupil population increase by said date; and

B. The second semester shall be guaranteed only if the enrollment figures warrant teaching during the unassigned period as of the end of the second quarter; and

5. A teacher assigned to teach during his/her unassigned period shall be paid additional monies at the rate of one-fifth (1/5) of one hundred eighty-one (181) of his/her annual gross salary 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

6. 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

7. Teaching during an unassigned period shall not be subject to 14-14.1.3, 14-14.1.4 and 14-14.1.5.

8-4.7. In the event that an unanticipated pupil-population increase makes it necessary to open new elementary classrooms after the school year has begun and to establish one or more additional teaching periods in a certification area in an elementary school, including but not limited to library, art, music, physical education and special education resource, an exception will be made to Article 8, Section 4.1 and Article 15, Section 3.4 only provided that:

1. Teachers shall be asked in writing whether they wish to teach during one or more unassigned periods during the remainder of the school year; and

2. The most senior teacher in the system-wide area of

certification seniority in the certification area in the school who has indicated in writing that he/she wishes to teach during his/her unassigned period for the remainder of the school year 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 or assigned to teach during an additional unassigned period until all of the teachers in the certification area have taught at least one (1) full semester of a school year during an unassigned periods unless a teacher(s) refuses the opportunity to do so in writing; and a record shall be kept showing same; and

4. The teaching assignment during a teacher's unassigned period shall continue for the duration of the need subject to item 3 above only for the remainder of the school year; and

5. A teacher assigned to teach during his/her unassigned period shall be paid additional monies at the rate of one-ninth (1/9) of one hundred eighty-one (181) of his/her annual gross salary for each period 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

6. 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

7. Teaching during an unassigned period shall not be subject to the provisions of Articles 4-14.1.3, 14-14.1.4 and 14-14.1.5.

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

##### **8-5.1 The School Year shall be 180 days.**

In addition there shall be one day of orientation which shall be the day preceding the opening of schools in September.

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  
Edmund W. Flynn

Fox Point  
George J. West  
Gilbert Stuart  
Laurel Hill Avenue  
Dr. Martin Luther King  
Mary E. Fogarty  
Pleasant View - 8:45 A.M. to 2:15 P.M.  
Reservoir Avenue  
Robert F. Kennedy  
Sackett Street  
Veazie Street/Veazie Street Annex  
Webster Avenue  
William D'Abate  
Windmill Street  
Windmill Street Annex

**Middle Schools - 8:15 A.M. to 2:15 P.M.**

Nathan Bishop  
Nathanael Greene  
Esek Hopkins  
Oliver Hazard Perry  
Roger Williams  
Samuel W. Bridgman

**Senior High Schools - 8:30 A.M. to 2:30 P.M.  
and Birch Vocational Program**

The school day as defined herein shall not exceed five (5) hours in the elementary schools and shall not exceed five and one-half (5-1/2) 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 1992-1995 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.

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

The Board shall hire per-diem 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 per-diem substitute teacher.

**Elementary Schools**

If the Board has made every effort to hire a per-diem substitute teacher, and no per-diem 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, Junior High Schools,  
and Senior High Schools**

If the Board has made every effort to hire a per-diem substitute teacher, and no per-diem 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 in September, 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 in September 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 shall make assignments first from the roster of volunteer substitute teachers with the same area of certification as the absent teacher. If there are insufficient names on the roster of volunteer substitute teachers in the area of certification, the principal shall then assign teachers from the school-wide roster of volunteer substitute teachers.

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

If for any reason there is an insufficient number of teachers on the rosters of volunteer substitute teachers to cover the assignments of absent teachers, the principal shall utilize teachers in his 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 school 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:

\$5.00 per daily Home-Room Assignment(s)

\$10.00 per Classroom or Period Assignment

**Time of Payment:** Teachers entitled to paid coverage in elementary schools, middle schools, junior high schools, and senior 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, Junior High School, and Senior High School teachers assigned in-school substitute coverage as provided in Article 8, Section 7 hereinabove when no per-diem 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 5-1.5, 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 5-1.5, 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.

C. The contractual rate as provided in Article 8-7 if teacher was absent two (2) or more days for any reason in the semester or term immediately preceding the in-school substitute coverage.

**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, Sections 7.1(A) and 7.1(B) above shall be paid within thirty (30) days of the end of each applicable semester or term, beginning with the first semester or term of the 1989-1990 school year.

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

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

One half a school day is defined as follows:

A. If a teacher is assigned to a single school, 11:30 A.M. is the half school day point.

B. If a teacher is assigned to two (2) schools or more, the half school day point occurs simultaneously with the time the teacher completes his/her A.M. teaching responsibilities.

#### **8-7.2. Alternative In-School Coverage Plans**

During the 1988-89 school year, teachers in a school through their Union elected Faculty Committee may develop a written alternate plan with their principal to cover the classes of absent teachers when no per-diem substitute is available including but not limited to large group in-school coverage provided that at least seventy-five (75) percent of the teachers in the school vote approval, the cost of implementing said alternative plan does not exceed the cost of implementing Article 8, Sections 7 and 7.1, and the Union President and the Superintendent affix their signatures to said plan.

In each subsequent school year beginning with the 1989-1990 school year, at least seventy-five (75) percent of a school's teachers must vote approval of an alternate way(s) for the subsequent school year to provide in-school coverage when a teacher(s) is (are) absent and no substitute is available provided that the cost of implementing said alternative plan does not exceed the cost of implementing Article 8, Sections 7 and 7.1, and the Union President and the Superintendent affix their signatures to said plan.

Should no alternate way(s) be developed and approved as provided in 8-7.2 above, the terms and provisions of Article 8, Section 7 and 7.1 shall be followed and implemented.

#### **8-8. Closing of Schools**

When adverse weather conditions prevail which warrant the closing of school, the Superintendent or his/her designee shall notify the wire services by 6:45 A.M. For purposes of this broadcast, WEAN will be considered the official educational station, but WPRO, WICE, WRIB, and WLKW will also be notified.

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. Interdepartment Communications**

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

#### **8-10. Scholarship Standards**

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

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

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

#### **8-11. 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. Supervision**

8-14.1. An unsatisfactory rating may be appealed under the grievance procedure.

8-14.2. In the case of an unsatisfactory rating the principal or supervisor making the rating must have observed the non-tenure teacher in classroom performance at least four (4) times, approximately monthly, and offered constructive criticism in writing to assist the teacher to improve his/her teaching.

8-14.3. All non-tenure teachers shall be rated by their supervisors and/or their principal on or before February 1, and the rating made available to the teacher upon request.

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

8-14.5. Special attention and supportive help and guidance in classroom techniques shall be provided the new teacher by the principal, assistant principal or department head.

8-14.6. A six (6) member Joint Study Committee will be established no later than October 1, 1992 comprised of the Superintendent and Union President and two (2) school administrators to be appointed by the Superintendent and two (2) teachers to be appointed by the Union President for the purpose of developing and recommending to the Board and the Union by no later than March 1, 1993, a new evaluation instrument to take the place of the "Analysis of Teacher Behavior" rating card being used.

#### **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.

#### **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 and not available to anyone except the person so entrusted and also such information, the clear understanding of which requires technical interpretation and which shall not be made available without interpretation by a competent person.

#### **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 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 or 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 reemployment, promotion, assignment or transfer.

8-19.5. The teacher shall be permitted to examine the materials in his 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. All teachers of ungraded and special education classes will receive extra compensation as outlined in Appendix B.

8-20.3. 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**

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 vaccine is available.

8-22.2. Participation in this program shall be entirely 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 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 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 in September, 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. Vacancies**

A list of all vacancies shall be posted in each school on October 1, and revised the first of every other month thereafter, with two (2) copies sent to the Union office.

#### **8-26. 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 of 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 next said teacher returns to work.

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

The School Board, acting through its principals or other agents, may require individual teachers to prepare written lesson plans for the balance of the term when the following conditions are met:

(A) The principal, on the basis of a fair and reasonable investigation, is of the opinion that an individual is teaching less effectively than he or she can.

(B) The principal has warned the teacher that he or she must improve performance and,

(C) The principal supports his opinion in writing to his or her superiors that an individualized written lesson plan can improve the teacher's performance.

As with any warning of less than adequate performance, the warning in this situation may be grieved.

#### **8-27. Dress Code**

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

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

2. Excessively casual dress identified with recreational activity is unacceptable except as provided in Number 1 hereinabove; and

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

#### **8-28. Fair Discipline Policy**

A teacher may be disciplined only 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.

#### **8-29. R.I. 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 in said 83-H 6042, Substitute A.

**8-30. Job Sharing**

Job sharing is set forth in Appendix F and made a part of this Agreement.

**8-31. Teacher Exchange Program**

Teacher Exchange Program is set forth in Appendix G and made a part of this Agreement.

**8-32. Special School Wide Projects**

Special School Wide Projects are set forth in the Appendices as follows:

- H. Sackett Basic Education Science and Technology Magnet
- I. Hope High School Essential School Project
- J. Financial Aid Advisors
- K. Union In-Service Program(UIP)
- L. Elementary School Drop Out Prevention Program(ESDOPP)
- M. The Bishop Middle School Activities Program
- N. Flynn Model Governor's School
- O. Carl G. Lauro School Wide Project
- P. Central High School Memorandum of Agreement
- Q. William D'Abate School-Wide Project
- R. West Broadway School-Wide Project
- T. Hope High School Planning Period
- U. Two Joint Study Committees for Classical and Roger Williams Possible Revised Scheduling
- V. Veazie Street School

**ARTICLE 9  
DISCIPLINE CODE**

**9. Discipline Code**

9-1. 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 battery case, the school department will immediately request the City Solicitor's office to inform the teacher of his rights under the law in connection with assault and/or battery 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.

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 school 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 school sessions 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 posting 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 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 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.

11-6. Applicants initially deemed ineligible shall be so notified by the Superintendent in writing with specific reason(s) for ineligibility stated. Such notifications 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 who retired prior to September 1, 1992, who upon retirement continued to coach up to a maximum of two(2) sports, will be allowed to continue to do so.

## 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 school year, but before the opening of the following school 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 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 top three (3) applicants being recommended to

the Superintendent. The recommendation to fill the vacancy shall be made by the Superintendent from among the top three (3) 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 and 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 teachers regularly assigned to classroom teaching in the Providence School Department during the school year 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 within and without the system. Any person presently employed shall not be affected by this section.

13-4. Outside of the regular teaching day, no teacher shall hold simultaneously more than two (2) extracurricular positions.

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. Any person presently employed shall not be affected by this paragraph.

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

**ARTICLE 14  
TRANSFER POLICY**

14-1. The Office of Human Resources shall maintain a list of positions being filled by substitute teachers. Such list shall be revised as of December 1st and May 1st of each year. This list shall be available for inspection in the Office of Human Resources.

14-2. When a vacancy exists or new position is created, qualified teachers on the transfer lists shall be given preference to fill vacancy or new position over any teacher in or outside the system.

When two (2) or more teachers request reassignment, preference sheets shall be given preference over transfer lists when an intra-school reassignment is involved.

14-3. Any regularly appointed teacher who is eligible to transfer and who has followed the prescribed procedures shall take precedence over newly appointed teachers or substitutes in filling a vacancy at the time that transfers are being processed.

14-4. Teachers must submit their requests for transfer in person in the Office of Human Resources of the School Department and shall be given a written receipt for said request, with said receipt stating the transfer(s) requested and the date and time the Office of Human Resources received said request for transfer. Transfer requests must be renewed annually to remain active.

14-5. A teacher making request for transfer may list up to three (3) choices of schools in order of preference. Preferences for grade and subject may be indicated.

14-6. Transfer requests may be filed at any time during the school year. Said transfer shall take effect only once during the academic year between the first and second semester, and then only during the summer recess. Teachers assigned to a shortage area teaching position such as Special Education or Spanish Bi-Lingual, etc., shall remain in said position for the remainder of the academic year. The designation "shortage area" shall be mutually agreed to by the Superintendent of Schools and the Union President, or their designee.

14-7. No assignment may be made until pending transfer requests for existing openings have been considered. No transfers for a succeeding year shall be made until after the deadline, March 1, for submission of applications.

14-8. Notice of transfer shall be given to a teacher as soon as practical following the approval of the teacher's request for transfer. A teacher whose transfer request has not been acted upon within a reasonable time may request and shall be given an explanation.

14-9. A list of transfer requests shall be maintained by the School Department showing the date of the original request. Such lists of transfer requests, as well as persons transferred, shall be made available for inspection by the Union or any teacher, in the office of the Superintendent.

14-10. No teacher shall be involuntarily transferred except at the discretion of the Superintendent.

14-11. Department heads shall have the same notification and transfer rights as teachers.

14-12. Intention cards shall be sent out to teachers in January so that teachers can notify the School Department of their intentions for the subsequent year. Teachers shall file said intention card no later than March 2, except that in those cases where teachers are undecided, they may so indicate, but must file their intention(s) no later than March 15, except for extenuating circumstances which shall be at the discretion of the Superintendent.

14-13. Any teacher who is offered his/her first request for transfer choice with respect to grade and/or subject shall be required to accept and shall transfer and remain in said position for at least the balance of the school year in which said transfer is made.

14-14. 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 on or before the end of the third week in July for any reason including, but not limited to a new position being created, retirement, resignation, death or a teacher on a leave of absence from September 1 to the close of the school year who is not guaranteed said position pursuant to the Contract. 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 end of the third week in July, 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 by the Office of Human Resources after all other teachers have been placed in said school.

Said teachers as may be transferred shall be reassigned in said area of certification in the inverse order of their transfer, if said teachers are available and so desire to be reassigned. No new appointments shall be made to said area of certification while there are available teachers so transferred. Any teacher

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

Effective September 1, 1975, the Board shall credit teachers with system-wide area of certification seniority as follows:

System-wide area of certification seniority shall be 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 the non-teaching service portion of the program shall accrue system-wide area of certification seniority.

Teachers shall accrue system-wide area of 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.

Each teacher shall be credited with 100% system-wide area of certification seniority from his initial date of employment in the Providence school system through and inclusive of the 1974-75 school year in the area of certification which constituted the majority of his/her assignment in each school year.

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, qualifications, experience and credentials will be the determining factor in the evaluative judgment to be made by the Superintendent. Any teacher who terminates his employment with the Providence School Department shall not be credited, for seniority purposes only, with any years of teaching service prior to said termination.

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, provided said teacher is qualified, and/or for any teaching position being

substitute teacher occupying a position not guaranteed to a teacher on paid leave, as provided in Article 5, Section 13 of this Agreement. In the event that two or more teachers should seek the same position, system-wide area of certification seniority in the position being sought shall be the determining factor.

Should there be no available positions, a teacher shall be reassigned to the area of certification from whence he/she came with the last teacher assigned to said area of certification then subject to 16-13.6 of the General Laws of the State of Rhode Island or the provisions of this section, whichever may be applicable.

A teacher who is assigned under this section shall have credited to the area of certification he/she is transferred to, the total number of years of teaching service in the position from whence he/she was transferred.

#### **14-14.1. How Teachers Are Folded Back Into Teaching Positions**

The following is the listing in order of priorities on how teachers are folded back into teaching assignments:

Each year from March 1 through and inclusive of the ninth business day in July, teachers who receive lay-off notices shall be reinstated, if positions are available, pursuant to the procedures of 14-14.1.6 and 14-14.1.7. Said teachers shall return to the positions they held in the prior school year if said positions are available; and if not available, said teacher shall be reassigned pursuant to 14-4.1.3.

During the summer recess each calendar year between the close of the school year through and inclusive of July 30, 14-14.1.1 and 14-14.1.2 shall be implemented and 14-14.1.3 through and inclusive of 14-14.1.8 shall not be implemented; and the terms and provisions of 14-14.1.1 through and inclusive of 14-14.1.8 shall be implemented repeatedly and continuously in chronological and sequential order during each calendar year except as noted herein.

- 14-14.1.1 Paid Leave and Parental/Adoptive Leave
- 14-14.1.2 No-Pay Leave
- 14-14.1.3 Reassigned Teacher
- 14-14.1.4 Preference List
- 14-14.1.5 Transfer List
- 14-14.1.6 Suspension List
- 14-14.1.7 Long-Term Substitutes
- 14-14.1.8 Part Time Teachers

##### **14-14.1.1. Paid Leave and Parental/Adoptive Leave**

A position being filled for a person who is on paid leave or parental/adoptive leave should not cause any problem because this position must have been filled by a long-term substitute. Therefore, the person on paid leave or parental/adoptive leave returns to the slot that he/she left. If

said teacher returning from paid or parental/adoptive leave is reassigned because of a decrease in the number of teachers in any area of certification, said teacher will be reassigned pursuant to 14-14.1.3.

Any and all positions belonging to teachers on paid leave and parental/adoptive leave shall be filled by long-term-substitute teachers except, the Superintendent may at his discretion, fill any and/or all of said positions with a regularly appointed teacher, provided that said regularly appointed teacher shall be selected pursuant to the provisions of Article 14, and provided further that said teacher so selected shall sign a waiver stating that should the teacher on leave return from leave, said teacher selected to fill the position shall relinquish the position and shall be reassigned pursuant to Article 14.

##### **14-14.1.2. No-Pay Leave**

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 or 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. If the specific assignment is not available, due to said assignment having been declared a vacancy by the Superintendent and filled pursuant to the terms and provisions of the Collective Bargaining Agreement, said teacher will be reinstated and reassigned pursuant to 14-14.1.3.

Any and all positions not guaranteed to teachers on no-pay leaves under this section and not declared vacant by the Superintendent shall be filled by long-term-substitute teachers except the Superintendent may at his discretion, fill any and all of said positions with regularly appointed teachers provided that said regularly appointed teachers shall be selected pursuant to the provisions of Article 14, and provided further that said teachers so selected shall sign waivers stating that should the teacher on leave return from leave and said position has not been declared vacant by the Superintendent, said teacher selected to fill the position shall relinquish the position and shall be reassigned pursuant to Article 14, and provided further that nothing contained herein shall be construed as denying the teacher on no-pay leave any rights heretofore provided under the Collective Bargaining Agreement.

##### **14-14.1.3. Reassigned Teachers**

A teacher who has been transferred because of a decrease in the number of teachers in any area of certification or who is returning from leave and is in need of reassignment or who is recalled and whose specific position is no longer available, shall be given preference over any teacher on the transfer list or any teacher who has filled out a preference sheet provided said teacher is qualified and/or for any teaching position being filled by any substitute teacher occupying a position not guaranteed to a teacher on paid leave or parental/adoptive leave. The order of placement on this reassigned teacher list is according to their system-wide area of certification seniority. Said system-wide area of

certification seniority shall be applied to every area of certification that the reassigned teacher is certified in at the time of reassignment.

#### 14-14.1.4. Preference List

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 certifications 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.

#### 14-14.1.5. Transfer List

The next order of consideration for any vacancies or new positions will be given to qualified teachers on the transfer list and in accordance with Article 14 of the transfer policy in the Collective Bargaining Agreement.

The Office of Human Resources shall maintain an up-to-date list of all teacher positions and job descriptions which shall be available to teachers for inspection in the Office of Human Resources. Teachers requesting transfers subsequent to the publication of said list shall be specific in listing the position which they are seeking, by title or school and grade and/or certification area. Said list shall be published by no later than the start of the 1991-1992 second semester and shall show how existing transfer requests current to the start of the 1991-1992 second semester will reference these positions. Before new positions are added or old positions are deleted, informational postings shall be sent to each school announcing same and the list in the Office of Human Resources shall be updated simultaneously. Postings for new positions shall set forth the duties and qualifications. Postings shall be disseminated on the same day in all schools, following the procedures set forth in Article 11-2. Transfer requests shall not be accepted for brand new positions. Said positions shall be filled utilizing the posting procedures of the Collective Bargaining Agreement.

#### 14-14.1.6. 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 teaching position. Teachers shall have available to them any and all vacancies that are known to the School Department at the time of recall. 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 certification seniority.

#### 14-14.1.7. Long-Term Substitutes

Previously employed long-term substitute teachers shall be given preference for appointments as probationary teachers when permanent vacancies next occur within the areas of certification as determined by their date of employment as a long-term substitute teacher providing the above has been met. In the event that a previous probationary teacher is offered a long-term substitute position at the time of return that said probationary teacher will be given the next probationary opening available before any formerly employed long-term substitute.

Teachers with continuous and uninterrupted long-term substitute teaching service in the Providence School System immediately prior to September 1, 1973 shall have any and all of the rights provided long-term substitute teachers hired on or after September 1, 1973.

#### 14-14.1.8. Part-Time Teachers

In the event that it is necessary to establish part-time teaching positions, the Board shall recall teachers from layoff pursuant to Article 14, Section 14 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 later in the school year.

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 under the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union excepting that the salary shall be pro-rated on the basis of his/her annual gross salary; and any teacher employed less than three-fifths (3/5) time shall be considered part-time, but shall not be afforded comprehensive medical coverage as provided by Appendix C or Delta Dental coverage as provided by Appendix E.

In the event that there is an employed long-term substitute awaiting placement on the recall list to a regular position, the teacher appointed into a part-time position [four-fifths (4/5) or less] shall be appointed as a long-term substitute; and said employed senior long-term substitute next awaiting placement to a regular position in the area of certification shall be given a regular appointment from the effective date of appointment of said part-time teacher. Should there be no employed long-term substitute awaiting appointment as a regular teacher, said part-time teacher shall be provided with a regular appointment only provided

recall have been informed by letter from the Office of Human Resources that refusal of the part-time position which must be in writing may result in the part-time teacher who is being provided with a regular appointment becoming more senior on the lay-off and recall seniority lists.

When a per-diem substitute teacher is employed pursuant to Article 14-14.1.8 titled "Part-Time Teachers," the number of school days worked during the school year as a part-time regularly employed or probationary teacher and/or a part-time long-term substitute teacher shall be counted together with the number of days worked as a per-diem substitute teacher when determining whether a per-diem substitute teacher has worked 135 days in a school year as provided hereinabove except that a part-time regularly employed or probationary teacher and/or a part-time long term substitute teacher who works in said part-time position(s) for less than a full-school day(s) 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; and should said part-time teacher be offered per-diem substitute teaching work for the balance of said part-time teacher's regularly scheduled teaching day and should said part-time teacher accept said offer, said school day shall count as one (1) full-school day and said part-time teacher shall be paid a pro-rated amount of the per-diem monies being paid per-diem substitutes for the balance of the school day worked as a per-diem substitute teacher and with said part-time teacher having any and all of said full-days worked counted and applied toward working one-hundred thirty-five (135) days in a school year for the purpose of being entitled to receive the retroactive pay for the per-diem time worked pursuant to the Collective Bargaining Agreement as well as any and all other benefits and conditions of employment provided by said Agreement.

In the event there is a need to employ only a part-time teacher and none is available pursuant to 14-14.1.8 hereinabove, teachers shall be assigned to teach during their unassigned periods only provided that they have so indicated on their preference sheets that they wish to do so pursuant to 8-4.6 and 8-4.7 and only provided that all the terms and provisions of said 8-4.6 and 8-4.7 are strictly applied.

Teachers working part-time [four-fifths(4/5) or less] shall accrue system-wide area of certification seniority (SWACS) on a pro-rated basis based only upon the number of teaching periods.

#### **Placement Meetings During the Summer Recess**

Teachers needing reassignment under 14-14.1.3. shall be placed on the 15th business day of July. All available vacancies known to the School Department as of the 15th business day of July, including positions previously held by currently suspended teachers shall be available to teachers in this category; and all of said known vacancies shall be mailed to all teachers needing reassignment at least four (4) business days prior to the placement meeting. Teachers are to call the Office of Human Resources if it is felt that a position has been

improperly or not listed. A teacher unable to attend said placement meeting must designate a proxy in writing to attend said meeting to select said teacher's assignment or said teacher will be placed by the Office of Human Resources after all other teachers have been placed.

Teachers who are recalled when 14-14.1.6. and/or 14-14.1.7. are reached in chronological and sequential order and who need reassignments shall be placed beginning no later than ten (10) days prior to the opening of school in September; and said teachers being recalled shall be given at least three (3) business days' notice to attend the placement meeting. Teachers shall have available to them all vacancies that are known to the School Department at the time of said placement meeting. Teachers are to call the Office of Human Resources if it is felt that a position has been improperly or not listed. Said teachers shall return to the positions they held in the prior school year if said positions are available; and if not available, the order of placement shall be according to system-wide area of certification seniority. A teacher unable to attend said placement meeting must designate a proxy in writing to attend said meeting to select said teacher's assignment or said teacher will be placed by the Office of Human Resources after all other teachers have been placed.

#### **14-14.1.9. Hiring of Per-Diem Substitute Teachers**

Per-diem substitute teachers on the Recall Seniority Lists shall be offered per-diem substitute teaching assignments according to the following priority order:

A) Per-diem substitute teachers on layoff with appropriate certification utilizing the recall seniority lists.

B) Per-diem substitute teachers on layoff by Elementary level or Secondary level, utilizing the recall seniority lists.

C) Per-diem substitute teachers on layoff utilizing the recall seniority lists regardless of certification.

**NOTE:** A teacher on the recall seniority lists who refuses per-diem substitute teaching assignments when called shall not be deemed to have waived his/her rights to recall to a full-time position nor to have waived any other rights under the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

#### **14-14.1.10. LONG-TERM- SUBSTITUTES -IN- POOL**

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 class of teachers who are absent.

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

school year.

The Board shall provide long-term-substitutes-in-pool with only the rights provided by the following provisions of the Collective Bargaining Agreement between the Union and the Board:

**APPENDIX A. Sections:**

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

**Appendix B. Sections:**

- B-1. Travel Allowance
- B-4. Additional Days Worked
- B-8. Federal, Summer and Evening Schools
- B-9. Athletic Directors, Coaches, Drama Coaches and All City Bands
- B-10. Pay for Help at Athletic Events

- Appendix C Comprehensive Medical Coverage and
- Appendix E Delta Dental Coverage

Upon completion of 135 school days worked in a school year, a long-term-substitute-in-pool shall receive reimbursement retroactive to the first day of employment as a long-term substitute-in-pool during the school year for medical and/or dental expenses incurred that meet the eligibility requirements of Blue Cross, Blue Shield and Delta Dental of Rhode Island up to the maximum allowances covered by Blue Cross, Blue Shield and Delta Dental of Rhode Island plans provided teachers under Appendix C and Appendix E of the Agreement. Then, from the 136th day worked and forward, said teacher shall be entitled to all of the medical and dental coverages provided in said Appendix C and Appendix E.

Additionally, upon completion of 135 school days worked during a school year, long-term-substitutes -in-pool (LTSP) who previously were long-term-substitute-teacher-in-pool, long-term substitute teachers or regularly appointed teachers in the Providence School Department shall be provided with ninety (90) days retroactive Blue Cross, Blue Shield, Major Medical or Harvard Community Health Plan coverage and shall be reimbursed for any medical/dental or Harvard Community Health Plan Premium payments or for any medical and/or dental expenses if incurred during said ninety(90) day period which ordinarily would have been covered by Blue Cross, Blue Shield, Major Medical or Harvard Community Health Plan, whichever would have been applicable and Delta Dental coverage.

**Appendix D School Calendar**

- Article 1 Union Recognition and Jurisdiction
- Long-term substitutes in pool shall be considered as members of the bargaining unit.
- Article 2 and Article 3

Any terms, conditions and/or provisions contained in

Article 2 and Article 3 which are in conflict and/or inconsistent with this Agreement with respect to long-term substitutes in pool shall not be applicable to long-term substitutes in pool.

- Article 8 Working Conditions except for 8-4.5, 8-30, 8-31, 8-32, and 8-33
- Article 9 Discipline Code
- Article 10 Teacher Facilities
- Article 14 All provisions except transfer rights
- Article 16 Teacher meetings
- Article 17 Grievance Procedure
- Article 18 Union Privileges, Responsibilities, and Activities
- Article 19 Savings Clause
- Article 20 Duration
- Appendix J Financial Aid Advisors
- Appendix K Union In-Service Program
- Appendix L Joint Study Committee
- Appendix M Bishop Middle Activity Program
- Appendix N Flynn Model Governors' School
- Appendix O Lauro School-Wide Project

No other rights or benefits of the Collective Bargaining Agreement shall obtain to a long-term-substitute-in-pool until such time as such long-term-substitute-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 Article 12, Article 13
- Article 14 Transfer Policy
- Article 15 Teacher Programs
- All of the Appendices

Teachers who are on recall seniority lists as of the date of this Agreement shall be offered long-term-substitute-in-pool positions under this Agreement; and anyone on a recall seniority list refusing said offer shall not be offered long-term-substitute-in-pool teaching opportunities until the next school year begins in September; however, said person shall not waive his/her recall seniority rights to be recalled as a long-term-substitute or probationary/regular teacher when said position(s) becomes available.

When the number of teacher absences exceeds the number of long-term-substitutes-in-pool, per-diem substitutes shall be hired to cover absent teachers' classes. Said per-diem substitutes shall be given consideration to become a long-term-substitute-in-pool when long-term-substitute-in-pool vacancies become available.

**14-14.2. How Ties on Seniority Lists Are Broken**

A teacher under the supervision of more than one principal shall be evaluated by all principals who supervise

said teacher with an average taken to determine the rating for the year.

All scores recorded for the teacher during his/her current probationary period (up to three years) shall be totaled and the teacher's place on seniority lists shall be determined by this composite score if there is a tie. If there remains a tie, the names will be placed in alphabetical order.

#### **14-14.3. Itinerant Teachers**

Any teacher occupying a full-time position in any school whose program is reduced to less than a full-time position pursuant to Article 14, Section 14 with said reduction based upon System-Wide Area of Certification Seniority shall become an itinerant teacher and shall have reinstatement rights equal to the reinstatement rights of all other teachers pursuant to said Article 14, Section 14.

An itinerant teacher is a teacher who services two or more schools. Teachers who service two or more schools shall be covered by the following:

1. The itinerant teacher's home base shall be in that school with the greatest amount of assigned teaching time during the week. In the event that the greatest amount of service is the same in two or more schools, the itinerant teacher shall elect the home-base school from among said schools. The itinerant teacher shall remain in said home-base school although the level of service may be reduced. Should the level of service increase in said school, said teacher shall have the right to the increased program. The Administration may use the balance of the teacher's full itinerant assignment for reassignment as needs dictate.

A) Fair and equitable standards shall be applied with respect to the number of schools an itinerant teacher is assigned.

B) High schools will be paired for service with other high schools, middle schools will be paired for service with other middle schools, and elementary schools will be paired for service with other elementary schools unless such pairing is impossible due to scheduling problems.

C) Reasonable consideration shall be given preference when combining schools for the purpose of establishing itinerant assignments with respect to distance between schools if travel has to occur during the day, assignment to schools under the jurisdiction of the same principal, and assignment to schools within the same segment or district.

D) Fair and equitable standards shall be applied within each itinerant group with respect to the total pupil load and/or classroom assignments per week.

Should non-home-base assignments exist as a result of the impossibility of performance of A,B,C or D hereinabove stated, then said non-home-base assignments shall be offered

to those itinerant teachers needing non-home-base assignments to complete their teaching programs pursuant to System-Wide Area of Certification Seniority.

2. No itinerant teacher as of the date of this Agreement shall be considered a member of a school for System-Wide Area of Certification Seniority purposes under Article 14, Section 14 until such time as said itinerant teacher becomes a full-time teacher in a school, provided that in no way shall this be construed as denying said itinerant teacher's seniority rights as provided for in number 1 hereinabove.

### **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 filed 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:

#### **PROVIDENCE SCHOOL DEPARTMENT**

#### **\*TEACHER PREFERENCE SHEET - HIGH SCHOOLS AND MIDDLE SCHOOLS**

In accordance with Article 15-1.1 of the Teachers Union Agreement, this preference sheet is provided to all high schools 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.

\*NAME: \_\_\_\_\_

\*SCHOOL: \_\_\_\_\_

\*Present Program by Subject and Level: \_\_\_\_\_

\*Subject(s) and Level(s) Preferred:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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: \_\_\_\_\_

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.

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 as to have a minimum of lesson preparations. Program requests of teachers shall be take 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.

#### 15-3. 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:

#### PROVIDENCE SCHOOL DEPARTMENT

#### TEACHER PREFERENCE SHEET - ELEMENTARY SCHOOLS

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 of 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 preference 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.

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.

#### **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. Students shall be dismissed one (1) hour early on the day of teacher meetings to the extent permitted by the Rhode Island Department of Education.

16-3. 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.

16-4. 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.

16-5. 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.

**Union grievance:** A Union grievance shall be thoroughly considered so that presentation at Level 3 may be possible, but will not be utilized unless the matter is of a grave seriousness in the discretion of the Union. However, a Union grievance shall generally go to Level 2 herein.

##### **17-1. LEVEL 1 - School**

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

17-1.2. Within five (5) school days after receipt of the grievance, the Union Representative or the designee of the Union shall present the grievance to the principal. The teacher and/or the Union, and the principal of the school shall confer on the grievance within three (3) school days of the date of presentation by the Union to the principal with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the teacher and/or the Union may present the grievance.

17-1.3. The principal shall convey his/her decision in writing to the aggrieved teacher and the Union within three (3) school days after said conference.

##### **17-2. LEVEL 2 - Appropriate Segment Chief or Line Administrator**

17-2.1. If the grievance is not resolved at Level 1, the aggrieved teacher and the Union may appeal by forwarding the grievance in writing to the Appropriate Segment Chief or Line Administrator within five (5) school days after he has received the Level 1 decision.

17-2.2. The Appropriate Segment Chief or Line Administrator shall hold a meeting with the aggrieved teacher and the Union within five (5) school days of receipt of the

grievance, and shall notify the aggrieved teacher and the Union at least two (2) school days previous to the meeting.

17-2.3. The teacher and the Union may present the grievance. The principal shall be invited to this conference and state his views. The Appropriate Segment Chief or Line Administrator shall communicate his decision in writing within five (5) school days of the meeting to the teacher and the Union.

#### **17-3. LEVEL 3 - Superintendent**

17-3.1. The teacher and/or the Union may appeal the decision from Level 2 to the Superintendent of Schools, in writing, within five (5) school days after the decision at Level 2 has been received. The Superintendent shall, within ten (10) school days after receipt of the appeal, hold a meeting.

17-3.2. The teacher and the Union designee will receive at least one (1) school day notice of the meeting and the opportunity to be heard. The principal and/or the appropriate administrative head may be present to state his views.

17-3.3. The Superintendent shall communicate his written decision together with supporting reasons to the teacher and the Union as soon as possible, but not later than five (5) school days after the date of the meeting at Level 3.

#### **17-4. LEVEL 4 - Board**

An appeal of the decision from Level 3 may be made, in writing, signed by the Union, to the Board within ten (10) school days after the decision from Level 3 has been received. A meeting shall be held within fifteen (15) school days after receiving the appeal from Level 3. Present at the meeting shall be the teacher and/or the Union. The teacher and the Union shall receive at least two (2) school days notice of the meeting and shall have an opportunity to be heard. The Superintendent and principal and/or the appropriate administrative head may be present at the meeting to state their views. The Board shall notify the teacher and the Union, in writing, of its decision within five (5) school days after the hearing.

#### **17-5. LEVEL 5 - Arbitration**

17-5.1. A grievance which was not resolved at Level 4 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) school days after receipt of a decision in writing from Level 4 of the grievance procedure.

17-5.2. 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 procedure 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 chairman.

17-5.3. 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.

17-5.4. 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.

17-5.5. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator sustaining a grievance; the Union agrees that it will not present any grievance 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.

#### **17-6. General Matters on Grievances**

17-6.1. 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

mutual agreement of the Parties, in writing.

17-6.2. 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.

17-6.3. All grievances over which a principal or supervisor has no jurisdiction shall be processed in the same manner as the Union Grievance provision as defined herein.

17-6.4. 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. Union Activity at the School Level**

18-3.1. The principal shall meet, upon request, at reasonable intervals and mutually agreed upon times, with a committee elected by Union members in the school and the Union Representative to consult on school problems, policies and procedures.

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 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 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. Administrators 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 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 Fairlawn Credit Union 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 Credit Union'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.

### **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 non-discrimination 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 September 1, 1992 and shall continue in full force and effect until August 31, 1995.

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.

## APPENDIX A

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### A-1 Teacher's Basic Salary Schedule:

September 1, 1992 to August 31, 1993		September 1, 1993 to August 31, 1994		September 1, 1994 to August 31, 1995	
<u>Steps</u>		<u>Steps</u>		<u>Steps</u>	
1	\$21,284	1	\$22,241	1	\$23,353
2	21,284	2	24,527	2	25,753
3	23,471	3	26,407	3	27,727
4	25,270	4	28,287	4	29,701
5	27,069	5	30,168	5	31,676
6	28,869	6	32,047	6	33,649
7	30,667	7	34,099	7	35,804
8	32,631	8	36,185	8	37,994
9	34,627	9	37,347	9	39,214
10	35,739	10	41,020	10	43,071
11	39,254				

Teachers on steps 1 through and inclusive of step 10 who advance one (1) step on the Teachers' Basic Salary Schedule in Appendix A-1 at the usual and customary time during the mid-school year shall continue to earn the monies earned on said step advanced to at said mid-school year point in 1992 and shall continue to earn said salary step through said usual and customary mid-school year point in 1993 at which point each of said teachers shall advance one (1) step on the 1992-1993 Teachers' Basic Salary Schedule in Appendix A-1, with subsequent increases in pay and advancement on the Teachers' Basic Salary Schedule in Appendix A-1 for each of said teachers to then continue in accordance with past practice.

For the period September 1, 1992 to August 31, 1993, any percentage increase in salaries and/or wages negotiated by any Union representing any Providence City and/or Providence School Department employee for said period or any part thereof will be provided teachers in full for said period; and any percentage increase in salaries and/or wages awarded any Providence City and/or Providence School Department employee through arbitration for the period September 1, 1992, to August 31, 1993, or any part thereof will be provided teachers in full during the period September 1, 1993, to August 31, 1994, and will be used to recalculate the September 1, 1993, to August 31, 1994, Teachers' Basic Salary Schedule by adding said awarded percentage increase to the September 1, 1991, to August 31, 1992, 10 Step Teachers' Basic Salary Schedule prior to computing and adding the percentage increase negotiated herein this agreement for the September 1, 1993, to August 31, 1994, Teachers' Basic Salary Schedule. The September 1, 1994, to August 31, 1995, Teachers' Basic 10 Step Salary Schedule shall be recalculated in the same manner.

**A-2. "PROFESSIONAL ADVANCEMENT SCHEDULE"**  
**September 1, 1992 to August 31, 1995**

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

**A-3. "LONGEVITY SCHEDULE"**  
**September 1, 1992 to August 31, 1995**

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

**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 the basis of such mileage reports submitted to the Superintendent or his/her designee 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**

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

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

**B-2.2. Junior High, Middle and Elementary Schools**

<b><u>Activity</u></b>	<b><u>Home Room</u></b>	<b><u>Compensatory Time</u></b>	<b><u>Annual Stipend</u></b>
Literary Publications Jr. High & Middle	Yes	1 period per week per publication	\$100 per publication
Dramatics Coach* Jr. High & Middle	None	None	**250 per production
A-V Coordinator Jr. High & 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 (3) productions per year provided each has prior approval of Superintendent in writing.

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

<b><u>*Compensatory Time</u></b>	<b><u>No. of Teachers in Department</u></b>
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

**B-3.1.** The increment for all department heads in senior high schools and head counselors of guidance in junior high and 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 high, junior high 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.

\*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 junior high and middle schools be assigned a homeroom.

**B-4. Additional Days Worked**

Any teacher who is ordered to work any additional days for the Providence School Department shall be paid at a daily rate of 1/181 of his annual gross salary.

**B-5. School Psychologists**

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

**B-6. Teachers of Ungraded Classes and Home Teachers**

**B-6.1.** All teachers of ungraded classes will receive \$300 above base salary.

**B-6.2.** All home teachers will receive \$200 above base salary

**B-7. Special Education Teachers**

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

**B-8. Federal, Summer, and Evening School Programs**

Teachers shall be compensated at the rate of \$22.50 per hour in each of those programs which require certified teaching personnel.

**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%
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 \$22.50 for each 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 requisite.

**APPENDIX C  
COMPREHENSIVE MEDICAL COVERAGE.**

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

**C-1. Blue Cross Comprehensive Semi-Private**

**C-1.1.** Maternity in full (family plan only)

**C-1.2.** 365 days

**C-1.3.** Full non-member

**C-2. Blue Shield '100'**

**C-2.1.** 365 days

**C-2.2.** Obstetrical cases paid in full (family plan only)

**C-3. Diagnostic Rider Number 2**

**C-4. Blue Cross-Blue Shield '100'- Major Medical Plan**

**C-4.1.** \$50 deductible, semi-private plus \$10

**C-4.2.** \$30,000-\$250,000

**C-4.3.** Private room allowance -- semi-private plus \$10

**C-4.4.** 80-20- Co-Insurance

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 the year.

A new teacher shall be provided with the medical coverage plan herein outlined effective as of the 1st of the month following the date he begins to teach in the Providence School Department.

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

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

**C-5. Medical Emergency Rider**

**C-6. Student Rider to Age 26**

**C-7. Mental Health Rider**

**C-8. Prescription Drug Rider with \$2 deductible**

**C-9. Chiropractic Rider**

**C-10. Vision Care Rider, Individual and Family Plan**

**C-11. Alternative Comprehensive Health Care Coverage -- Harvard Community Health Care Plan referred to as HCHP**

Teachers may continue with the health care benefits hereinabove stated or may join the HCHP. Continued freedom of choice is assured each teacher each year on the anniversary date of enrollment when teachers at their discretion may change their coverage from Blue Blue-Cross Shield to HCHP or HCHP to Blue Cross-Blue Shield. The cost of the Individual and Family Plan shall be fully paid by the Board.

**C-11.1. Prescription Drug Rider with \$2 deductible.**

**C-11.2. Vision Care Rider, Individual and Family Plan.**

**C-12. Retirees Option to Purchase Comprehensive Medical Coverage.**

Teachers who are eligible to retire from the R.I. Employees Retirement System and who do so shall be eligible to purchase his/her comprehensive Medical Coverage and Riders as outlined in Appendix C hereinabove by reimbursing when Providence School Department on a monthly basis for the premium at the Providence Teachers group rate only if said teachers so indicate in writing that they wish to do so at the time that said teachers officially notify the Providence School Department of their retirement.

**C-13. Organ Transplant Rider**

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

- C-14.** 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) for the following medical coverages:

- Semi-Private Blue Cross
- Medical Emergency Rider
- Blue Shield 100
- Student Rider to Age 26\*
- Diagnostic Rider
- Mental Health Rider
- Catastrophic Illness \$1,000,000
- Major Medical (\$50 Deductible)
- Chiropractic Rider

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, Major Medical rules and/or eligible dependent student children in order to provide the student rider to age 26. All other retirees and their spouses will have separate individual plans as provided in C-14 hereinabove.

**C-14.1. Harvard Community Health Plan (HCHP) Option**

The Board shall provide a Harvard Community Health Plan option as an alternative medical health coverage plan to C-14 hereinabove and said HCHP option shall be as follows:

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 of the individual plan for his/ her spouse up through their attainment of age sixty-five (65) for the following Harvard Community Health Plan (HCHP) medical coverages:

Semi-private, or private if medically necessary -- unlimited days.

Medical emergency care covered under Basic Plan. Full coverage when authorized by HCHP. No authorization necessary in life-threatening situations.

100% hospitalization coverage with out-of-plan expenses covered if emergency or with prior approval.

Full time, eligible dependent, unmarried students covered until graduation or up to age 26.\*

Diagnostic coverage in full when performed by HCHP or authorized by a HCHP physician as part of the basic contract.

Mental Health In-patient Care --45 days per 12 month period for authorized admission-part of basic contract. Mental Health Counseling, crisis intervention, and short term therapy.

Catastrophic care -- no maximum.

HCHP provided Orthopedic and Physical Therapy services.

Should said retiree or spouse be eligible for medical coverage under HCHP 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 HCHP's Medical Program 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 HCHP rules and/or eligible dependent student children in order to provide the student rider to age 26. All other retirees and their spouses will have separate individual plans as provided in C-14.1. hereinabove.

**C-14.2.** Teachers who retire (or resign) at the end of the school year will be covered Delta Dental and the regular Blue Cross, Blue Shield or HCHP plan, whichever is applicable, through September 30.

Medical coverage options are available to Providence teacher retirees who retire on or after June 30, 1989, in addition to Appendix C, Sections 14 and 14.1 except for those retirees who have attained 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, Sections 14 and 14.1 may be purchased and paid for by the teacher retiree that will be equal to that enjoyed by an active teacher. The additional coverage includes:

Vision Care  
\$2.00 Co-pay prescription Coverage  
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; that is whether one has Blue Cross, Blue Shield or HCHP.

All premiums for Delta Dental and the additional Blue Cross, Blue Shield or HCHP 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 (20th) day of the preceding month of coverage.

The option to purchase Delta Dental and/or additional Blue Cross, Blue Shield or HCHP 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, Blue Shield or HCHP 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, Blue Shield or HCHP plan, whichever is applicable, through September 30, and teacher retirees who opt to purchase Delta Dental and/or additional Blue Cross, Blue Shield or HCHP coverage shall begin paying the Providence School Department the cost of said coverage beginning September 20, said coverage becoming effective October 1.

**C-14.3.** 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 and Blue Shield Plan 65 and instead has the option to elect to have Blue Cross, Blue Shield, Major Medical coverage with or without riders as provided in C-14 and C-14.2 provided that the retiree and/or his/her spouse pays the Providence

School Department the difference in cost 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 and Major Medical will be the secondary carrier.

**C-14.4.** A Providence teacher who retires on or after June 30, 1989, and who has attained the age of 65 and is eligible for Medicare Parts A and B or Part B only and/or his or her spouse who has attained age 65 and is eligible for Medicare Parts A and B or Part B only has the option of continuing HCHP benefit levels in force at the time of retirement with or without riders as provided in C-14.1. and C-14.2. (Optional rider selection available only until September 1, 1991).

The retiree and/or his/her spouse must pay the Providence School Department the difference in cost between the cost of the retirement coverage and the coverage in effect at the time of retirement.

**C-15.** The Board may offer medical coverage equivalent to Blue Cross, Blue Shield, Major Medical 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 to the rules of the American Arbitration Association.

The Union and the School Department agree to investigate and review the managed care program available through the current carrier and agree to discuss the possible implementation of such a program. Review will commence by October 1, 1992 and a recommendation will be made by January 1, 1993.

**APPENDIX D**  
**1993-1994 SCHOOL CALENDARS**

**TERMS:**

First:                Begins September 3, 1993  
                         Ends January 28, 1994

Second:             Begins January 31, 1994  
                         Ends June 20, 1994, or the 180th day

**QUARTERS:**

**DAYS:**

First:	Begins September 3, 1993 Ends November 10, 1993	45
Second:	Begins November 12, 1992 Ends January 28, 1994	45
Third:	Begins January 31, 1994 Ends April 8, 1994	45
Fourth:	Begins April 11, 1994 Ends June 20, 1994 or 180th day	45

**DAYS SCHOOL NOT IN SESSION:**

1993:    September 6, Monday, Labor Day  
          September 16, 17, Thursday, Friday, Rosh Hashanah  
          October 11, Monday, Columbus Day  
          November 11, Thursday, Veterans Day  
          November 25, 26, Thursday, Friday, Thanksgiving Recess  
          December 23- December 31, Christmas Recess

1994:    January 17, Monday, Dr. Martin Luther King Day  
          February 21 - 25, Monday through Friday, Mid-Year Recess  
          April 1, Friday, Good Friday  
          April 18 - 21, Monday through Friday, Spring Recess  
          May 30, Monday, Memorial Day

In the event the 180th school day cannot be met by the stipulations of this calendar, the Union and the Board shall negotiate the days necessary to complete the 180th day requirement.

## **APPENDIX E DELTA DENTAL COVERAGE**

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

Teachers who are eligible to retire from the R.I. Employees Retirement System and who do so shall be eligible to purchase their Delta Dental Coverage and riders as outlined in Appendix E hereinabove by reimbursing the Providence School Department on a monthly basis for the premium at the Providence teachers group rate only if said teachers so indicate in writing that they wish to do so at the time that said teachers officially notify the Providence School Department of their retirement.

## **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 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 if 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, Major Medical, or HCHP 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, Major Medical or HCHP 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 teacher utilizing the recall seniority lists 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, agrees to have his/her name placed in inactive status on the recall seniority list and to forego any right to a recall as either a long-term substitute teacher or a regularly appointed teacher during the period of said absence but with the understanding that upon completion of the long-term substitute service for said absent

job-sharer, the long-term substitute teacher's name shall again be made active on the recall seniority lists and shall be recalled based upon his/her recall seniority rights. Should any teacher on the recall seniority lists be unwilling to assume the available job-sharing long-term substitute teaching position, said teacher shall waive no right regarding his/her recall seniority rights on the recall seniority lists. If the Board is unable to employ a long-term substitute teacher, the remaining job-sharer shall fill the position for the balance of the school year or until a long-term substitute teacher is hired, whichever occurs first.

In the event that a vacancy occurs in the case of one of the job-sharers, it shall be filled by a regularly appointed teacher utilizing the recall seniority lists provided that said regularly appointed teacher agrees in writing to fill the vacancy for the balance of the school year, agrees to have his/her name placed in the inactive status on the recall seniority lists and to forego any right to a recall as either a long-term substitute teacher or a regularly appointed teacher during the period of said vacancy but with the understanding that upon completion of the school year, the regularly appointed teacher's name shall again be placed on the active status on the recall seniority lists and shall be recalled based upon his/her recall seniority rights. Should any teacher on the recall seniority lists be unwilling to assume the available job-sharing vacancy for the balance of the school year, said teacher shall waive no rights regarding his/her recall seniority rights on the recall seniority lists. 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 1992-1995 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Record Keeping and Reporting \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Communication with Parents \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Parent-Teacher Conferences \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Other Staff Conferences (e.g. IEP Conference) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Grading of Students \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Faculty Meetings \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. In-Service Training \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Mutually 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 \_\_\_\_\_

**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 26 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 26 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 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.

**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 1985-1986 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.

## **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 II 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 II.

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 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.

**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 within the ESP and not within the regular Hope High School program, and shall be subject to inhouse substitute coverage as provided for 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 provisions 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.

## **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 or his designee; the Executive Director of the Public Education Fund hereinafter referred to as the "PEF" or his designee; the Chairman of the PEF or his designee; and the Chairman of Scholarship Advisory Committee \* or his 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 stated 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 for consideration under 14-14.3.1 A, B, C and D.

#### 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 I4.

#### 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 designee. FAA's shall not be subject to assignments in buildings by 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 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 school 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 organizations 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.

**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 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 under Article 14-14.3, Itinerant Teachers, for purposes of equitable standards for comparison with regular social workers, home visitors, and guidance counselors assigned to elementary schools. 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 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 specifications and the program design will be made only by mutual agreement of the parties.

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 Dropout 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 180 day school 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 counselees, 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 Dropout 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 Dropout 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 the 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 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 meeting 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 Dropout 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 Dropout Prevention Program. The clinical Social Worker will assess and treat psychosocial problems of students utilizing both internal and external resources and will attempt to enhance the home/school bond.

**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 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.

PLEASE POST  
L-13 Elementary Drop Out Prevention Social Worker

Title: Guidance Counselor-Dropout 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 Dropout Prevention Program. The Guidance Counselor will assess and treat student interpersonal relationship problems utilizing both internal and external resources.

Specific Duties:

1. Participates 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. Presentations to adult groups

Qualification:

The person filling this position:

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

PLEASE POST

## APPENDIX M

### The Bishop Middle School Experimental Activities Program

The activity period at the Nathan Bishop Middle School is an experimental program to be implemented beginning January 30, 1989, and is an exception to Article 15, Section 1.3 which states in part that "teaching periods shall not exceed five (5) per day".

The Bishop activity period shall be one (1) period one (1) day a week and will be scheduled on Thursday and provided during the Bishop school day for the purpose of offering Bishop students the opportunity to participate in varied activities that are not now offered during the school day.

The activity period shall be the seventh period on Thursday during the school day and shall be provided by shortening by eight (8) minutes each of the five (5) 50 minute teaching periods other than the ninety (90) minute fourth period with three (3) thirty (30) minute lunch periods which will not be changed thereby providing a seventh period which shall be the activity period of 40 minutes duration from 1:35 P.M. to 2:15 P.M.

Each Bishop student must select an activity and his/her participation is mandatory.

Teachers who choose not to run an activity during the scheduled Thursday activity period will be assigned administrative duties by the principal in lieu of the activity period.

When a teacher who runs an activity period is absent his/her activity period will be covered by the per diem substitute hired for the absent teacher, and if no per diem substitute is available, Bishop teachers who have administrative period duties assigned by the principal will be assigned to cover the absent teacher's activity period by the principal on a rotating basis and the \$10 coverage payment will not apply and the activity period coverage will be a part of the teacher's administrative duties.

In the event that all Bishop teachers have elected to run an activity and no teacher is available for coverage, the absent teacher's class will be divided by the principal who will send equal numbers of students to the remaining activity classes as long as the receiving teacher's activity period does not exceed twenty-six (26) students.

If more than ten teachers are absent on Thursday, the activity day, the principal has the discretion to cancel the activity program for that day only.

Activities which require State Department certification will not be offered if there is no person so qualified to run such an activity.

In no event shall any teaching during an activity period requiring a teaching certificate be construed as

earning SWACS.

This experimental activity program shall be implemented by polling Bishop teachers for volunteers willing to run an activity or a club by themselves, as a team with another faculty member, or with an outside volunteer.

Bishop teachers will be polled in writing in regard to acceptance of an activity period and willingness to participate in such a program. The coordination of the program will be a guidance department function. If coordination of the activity program becomes a problem, then the responsibility to coordinate would be accepted by the principal and a committee elected by Bishop teachers.

Because the success of the activity period program depends upon the willingness of the overwhelming majority of Bishop teachers to accept the change in scheduling on Thursdays, it is understood that if more than 25% of the faculty is unwilling to vote acceptance, and/or fewer than two-thirds (2/3) of the Bishop faculty volunteer in writing to participate and run an activity period, the activity period program will not be implemented beginning January 30, 1989. The vote for acceptance will be carried out by secret ballot.

Bishop teachers will evaluate this experimental program to determine if they wish to continue with the activity program. This evaluation will take place in the first semester of 1989-90 school year, with a vote of all Bishop teachers to take place in the second semester of the 1989-90 school year. Should Bishop teachers vote with at least 75% of all the Bishop teachers voting to continue the program, said program will be continued in the 1990-91 school year. The same evaluation and voting procedure will be used in subsequent school years to determine whether the Bishop activity period will continue school year to school year.

Nothing contained herein this amendment to the Collective Bargaining Agreement shall be construed or used as a device to increase the workload of teachers including but not limited to increasing the number of classes that teachers teach except as provided herein this amendment.

## APPENDIX N

### 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 Bargain 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.

N-1. Class-Size: Class-size maxima shall be as follows:

N-1.1. Grades K - 5 Student enrollment shall not exceed 25 students per teaching period per class per school day.

N-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.

N-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.

N-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.

N-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 N-1.1.

N-2. Student - Adult Ratios

N-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.

N-2.2. Teacher assistants who are assigned to assist teachers shall not be redeployed for temporary assignments within or outside Flynn 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.

N-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

N-3. Planning Periods

N-3.1. Each teacher, inclusive of specialist/special subject 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-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.

N-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.

N-4. Split Grades

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

N-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.

N-5. Scheduling and Other General Matters

N-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.

N-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 preparations on a daily basis shall be held to the absolute minimum possible.

N-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 constructed to mean that the Flynn School may not plan for open houses for parents to visit classes.

N-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.

N-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.

N-5.6. The same cadre of substitute teachers shall be deployed to Flynn 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 exceeds the total number of available substitutes.

N-6. Head Teacher

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

N-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 inservice 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 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.

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

N-7. Summer and After School Task Forces

N-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.

N-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.

N-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.

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

N-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.

N-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 Flynn faculty. The pay schedule shall be pursuant to the Collective Bargaining Agreement between the Board and the Union.

N-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.

**N-9 Filling Faculty Positions**

Any and all vacancies in the Flynn 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.

N-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 Flynn 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 Flynn 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.

N-9.2. Teachers at Flynn 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.

#### N-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.W. Flynn, 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.

#### N-11 Early Intervention Program for At-Risk Students-At-Risk Team

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

N-11.2. The At-Risk Team Guidance Counselor shall be assigned no other duties at Flynn 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 Bugs program, etc.

N-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.

#### N-12 Textbooks and Curriculum

N-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.

N-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 for Elementary Education.

N-12.3. Should the principal together with the faculty at Flynn, 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.

**APPENDIX O**  
**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:

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

O-1.1.    Grades 1, 2 and 3 enrollment shall not exceed 14 students per teaching period per class per school day.

O-1.2.    Grades 4, 5 and 6 enrollment shall not exceed 20 students per teaching period per class per school day.

O-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 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 teachers's other kindergarten class in the event that there are only two (2) kindergarten teachers; or in the third from the bottom SWACS teachers' 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.

O-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.

O-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.

- O-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.
- O-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.
- O-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.
- O-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.
- O-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.
- O-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.

## **O-2 Planning Periods**

- O-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.
- O-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.
- O-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.

## **O-3. Split Grades**

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

O-3.2. Once established, straight grades will not be converted to split grades nor will new split grade classes be established.

O-3.3. 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-4. General Working Conditions**

O-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.

O-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.

O-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 exceeds the total number of available substitutes.

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

O-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.

#### **O-5. Student Transportation**

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

O-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 provided to attain this end.

#### **O-6. Summer and After School Committees**

- O-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.
- O-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.
- O-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 of provisions of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers' Union.

#### **O-7. Summer and After School Programs**

- O-7.1. In service opportunities for Carl Lauro faculty shall be offered according to the needs identified by the faculty.
- O-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. Postings shall be limited to Carl Lauro School.
- O-7.3. Teaching positions in any after school programs 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.

#### **O-8. Advisory Council**

- O-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.

**O-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.

**O-9. Stability of Faculty Positions**

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.

**O-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 14-14.1.3. (Summer Placement Meeting).

O-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 14-14.1.3(summer placement meeting).

O-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.

**APPENDIX Q**  
**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:

**Q. Class Size**

Q-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.

Q-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.

Q-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.

Q-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.

Q-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.

Q-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.

Q-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.

## **Q-2. Teacher Specialists**

Q-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).

Q-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.

Q-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 descriptions made a part of this Agreement in Appendix Q and appended hereto.

## **Q-3. Planning Periods**

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

Q-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.

Q-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.

## **Q-4. Split Grades**

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

Q-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.

## **Q-5. General Working Conditions**

Q-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

exceeds the total number of available substitutes.

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

Q-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.

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

#### **Q-6. Student Transportation**

Q-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.

Q-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 provided to attain this end.

#### **Q-7. Summer and After School Committees**

Q-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 recommendations are needed.

Q-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 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 and number of members, frequency and duration of meetings shall be within the scope of available funding.

Q-7.3. 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.

**Q-8. Summer and After School Programs**

- Q-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.
- Q-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.
- Q-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.
- Q-8.4. In-service opportunities shall be within the scope of available funding.

**Q-9. Advisory Council**

- Q-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.

**Q-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 the council and frequency and duration of meetings shall be within the scope made possible by the availability of funds.

**Q-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 to the faculty.

Q-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 provisions 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.

**APPENDIX R**  
**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:

**R. Class Size**

- R-1. There shall be a sixth (6th) full-time English-as-a-second-language (ESL) Teacher assigned to West Broadway.
- R-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.
- R-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.
- R-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.
- R-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.
- R-1.6. In no instance shall the Providence School Department use the West Broadway 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.

**R-2. Teacher Assistants.**

- R-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.

R-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.

R-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.

R-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.

### **R-3. Teacher Specialists**

R-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).

R-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.

R-3.3. Said full-time specialist teachers shall be responsible for the regular Providence School Department Curriculum for the standard allocation to 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 R and appended hereto.

### **R-4. Planning Periods**

R-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.

R-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.

R-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.

#### **R-5. Grouping Students**

R-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.

#### **R-6. General Working Conditions**

R-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 equitably distributed among schools when the total number of teacher absences exceeds the total number of available substitutes.

R-6.2. Teachers shall continue to be provided with telephones for their use in calling parents and for other school related matters.

R-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.

R-6.4. Teachers shall be exempt from cafeteria duty whenever possible.

#### **R-7. Student Transportation**

R-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.

R-7.2. Parents of students who move to another Providence Public School district will be given the opportunity for their children to remain enrolled at the West Broadway and transportation shall be provided to attain this end.

#### **R-8. Summer and After School Committees**

R-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.

R-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.

R-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.

#### **R-9. Summer and After School Programs**

R-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.

R-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.

R-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.

R-9.4. In-service opportunities shall be within the scope of available funding.

#### **R-10. Advisory Council**

R10.1. 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 of the 1991-1992 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 to the above referenced committee for modification and/or inclusion within this section.

#### **R-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 meetings shall be within the scope made possible by the availability of funds.

**R-11. Stability of Faculty Positions**

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 an increase in neighborhood limited-English proficient students. Variances and basic changes in the Chapter I proposal shall not be effectuated unless by 67% vote to 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.

R-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.

**APPENDIX T**  
**HOPE HIGH SCHOOL PLANNING PERIOD**

The following shall apply only to Hope High School and shall apply only to the 1991-1992 school year, and shall be an exception to Article 8-5.2. School Day Defined, and only as specified below:

T-1. Planning Period. The period of time from 8:15 a.m. to 8:45 a.m. at Hope High School shall be a planning period. This period will be used only as follows:

To complete the NEASC evaluation process, for department meetings, for meetings of special interest to the Hope faculty, for planning sessions for school change, and large group faculty meetings. These sessions will meet no more than three (3) days per week. Uses during the other two (2) days will include parent-teacher conferences, teacher-counselor conferences, advisor-group meetings, curriculum meetings among teachers of different departments and individual planning time, and such other purposes as determined by the Planning Period Committee, provided that said purposes shall not violate the terms and provisions of the Collective Bargaining Agreement.

T-1.1. The planning period shall be comprised of the time referenced in A-5.2. as "15 minutes before the school day begins" in addition to 15 minutes of what has been the homeroom period.

T-1.2. Each Hope High School faculty member who is assigned at least 3/5 at Hope shall serve on at least one sub-committee in addition to being a member of a department. The choice of sub-committee membership will reside with said teacher.

T-2. Planning Period Committee (PPC). The current six (6) member Steering Committee will become, with the addition of five (5) new members, an eleven (11) member body. The original Steering Committee members will oversee the NEASC evaluation process. The new committee will be involved with the Planning Period. As members leave either committee, their replacement(s) shall be chosen by preferential vote of the faculty in an election conducted by the Union building delegate and faculty committee.

T-2.1. The new members of the Planning Period Committee will be chosen by preferential vote by the faculty. Anyone wishing to be considered for the committee will submit his/her name to the Union building delegate. All names will be included on a ballot. All Hope High School faculty members will be eligible to vote, with less than full-time faculty members carrying fractional votes. Teachers will vote for up to five (5) candidates. The top five (5) vote-getters will comprise the new committee members. The election will be conducted by the Union building delegate and faculty committee.

T-2.2. The Planning Period Committee (PPC) will:

1. publish and keep a monthly calendar of planning period activities, and
2. facilitate the solving of Planning Period problems and concerns.

T-2.3. The 11 member Planning Period Committee, in conjunction with the principal, shall be the determining body for Planning period decisions. By the end of the first quarter of the 1991-1992 school year, the PPC shall develop and widely distribute the available mechanisms for faculty input. A teacher who wishes to change a decision of the PPC or add to an agenda item may appeal to the PPC. If dissatisfied, said teacher may appeal the decision to the principal. If he/she is dissatisfied by the decision of the principal and believes him/herself aggrieved under the Collective Bargaining Agreement, he/she may file a grievance with the Providence Teachers' Union.

T-3. Homeroom period. Homeroom period shall be from 8:48 to 8:53 a.m. and will precede period 1. There shall be no student passing time between homeroom and period 1.

T-4. Relief from homeroom. Department heads, teachers relieved of homeroom under B-2.1. and under fair and equitable standards shall be given the opportunity to elect whether or not period 1 shall be a compensatory period pursuant to the applicable provisions of the Collective Bargaining Agreement. Should said teachers who are exempt from homeroom elect to teach during period 1, they shall not be obligated to conduct homeroom activities and period 1 shall begin at 8:58 a.m.... for said teachers.

T-5. Possible extension. The school year 1991-1992 will be considered a trial period for the Planning Period. At the end of the 1991-1992 school year, the Hope faculty will review, revise and/or possibly reaffirm the Planning Period for another year by holding a faculty vote to be held during the first week of May, 1992. A 2/3 vote of the faculty will be necessary for the faculty and building administration to recommend the continuation with or without modifications of the Planning Period experiment into a successor school year.

Except for the above noted exceptions in Appendix T, 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 Hope High School.

**APPENDIX U**  
**TWO JOINT STUDY COMMITTEES FOR CLASSICAL AND ROGER WILLIAMS**  
**POSSIBLE REVISED SCHEDULING**

Two Joint Study Committees shall be established by no later than the end of the first quarter of the 1991-1992 school year. The purpose of each of said committees shall be to respond to the school-site requests from Classical High School and Roger Williams Middle School for modifications of the Collective Bargaining Agreement with respect to the daily schedules of each of said schools.

Said committees shall be comprised of the Superintendent or his designee, the building principal of the school involved, the Union President or her designee and the Union building Delegate of the school involved.

Said committees shall make recommendations to the Board and Union by no later than January 3, 1992.

## **APPENDIX V - 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 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)
- 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 Superintendent pursuant to the provisions of 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 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 provisos must be taken into account in the plan:

1. Programming from 7 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 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 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.
- 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 multiage 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 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 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 for Article 14-14.1.3. (Summer Placement Meeting).

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 7-9:15 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 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 purpose(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.

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B-3. A petition of 15% of the faculty may be presented to the Planning Committee to convert meetings by department(s) to a full faculty meeting or a full faculty meeting to meetings my department(s). For said conversion to take place, the request must clearly state the reason(s) for the request. The petition must be

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