

RESOLUTION OF THE CITY COUNCIL

No. 515

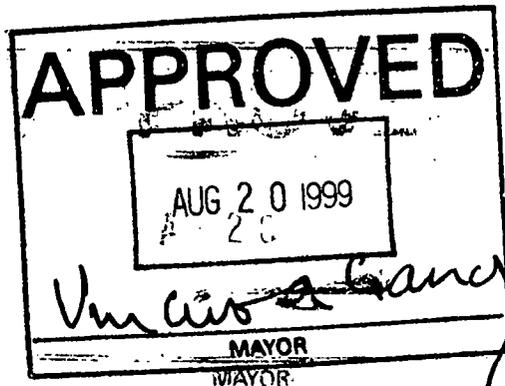
Approved August 20, 1999

RESOLUTION, together with accompanying copy of
Collective Bargaining Agreement by and between the Providence
School Board and the Association of Providence Public School and
Staff Administrators, Local 5 AFSA, AFL-CIO.

IN CITY COUNCIL
AUG 19 1999
READ AND PASSED

PRES.

CLERK



OFFICE

THE COMMITTEE ON
FINANCE
Approves Passage of
The Within Resolution

Claire E. Bestwick
Aug. 16, 1999 Clerk

VINCENT A. CIANCI, JR.
Mayor

Providence Schools

OUR SCHOOLS. OUR FUTURE.

School Board

To: Providence City Council Members

From: School Board President Gertrude F. Blakey, 
Interim Superintendent Robert A. DeRobbio 

Date: July 22, 1999

Re: Proposals for The Providence Teachers Union
and Administrators Union

It has come to our attention that several City Council members did not receive proposals for the Providence Teachers Union contract and the Administrators Union contract. We are therefore, forwarding to you a copy of those proposals as well as other documents which may assist you in understanding the components of the contracts.

The joint proposal between the Providence School Board and the Providence Teachers Union, AFT, Local 958 represents significant work between the parties. This document represents a "Work in Progress". The Providence School System is in the midst of change and reform. Articles, sections and appendices of the existing agreement between the parties no longer meet the intent of the current reform efforts and the educational philosophies inherent in such reform. This joint proposal represents major initiatives which both parties believe will drive the system forward into the new millennium. The significant highlights are as follows:

- > A salary scale which places Providence teachers above the projected mean at each step by September 2000.
- > A commitment to sponsor five teachers for National Board Certification each year and to create a professional advancement schedule for those teachers upon attainment of certification.
- > A compromise on the prescription drug rider.
- > Inclusion of a domestic partner as part of health care.
- > Reduction of professional leave from 5 days to 2 days.
- > Agreement to rewrite and update the entire contract to include appendices.

797 Westminster Street • Providence • Rhode Island • 02903-4045 • (401) 453-8600 • Fax (401) 456-9252

The Providence School Department does not discriminate on the basis of age, sex, religion, national origin, color or disability in accordance with applicable laws and regulations.
MISSION: 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.

- > Agreement on 6th period assignments and elimination of 11th period language.
- > Increasing the length of school year to 182 instructional days and 2.5 professional days in 99/00, with a further increase to 3.5 professional days in 00/01. The school year will increase to 186 days in 99/00 and 187 days in 00/01. This will make Providence a leader in the State and a leader in establishing the Commissioner's agenda for longer school years for instruction and professional development.
- > Incorporating school improvement teams as part of the contract language.
- > Introducing the new school sites as the vehicle to incorporate a reform agenda into the contract. This reform agenda will address new philosophy, new curriculum a new governance structure, new budgeting methodology, new staffing procedures, new roles and responsibilities for all personnel, new manner to achieve professional development, pilot programs in "looping", establishing a task force on "year round schooling" as a way to utilize classroom space to the maximum and reduce construction costs to the city, addressing student achievement initiatives, parent and community involvement, redefining a mentoring program for teachers, making community organizations and ancillary services a part of the school environment.
- > Addressing a major concern of people coaching after they retire from service. This will allow more teachers to become involved in the school activities.
- > Redefining how many extracurricular positions a teacher may hold during a school year and at any one time.
- > Major initiative of allowing for changes in teacher programs driven by where the students are located rather than where the teacher received a program prior to the end of school.
- > Major initiative of eliminating the planning time for middle school teachers by the school year 2000/2001 and providing for district wide planning time for all teachers.
- > Addressing needed modifications to Site Based Management language.
- > Establish a Providence Mall Academy.
- > Establish a Providence Evening High School to assist with lowering the dropout potential of students from the system as well as providing an alternative to those students who want a high school education but also need to work to support a family.

The Providence Evening High School as contained in the Joint Proposal will be established under the following guidelines agreed to by the Providence School Board and the Providence Teachers Union.

- a) The Providence Evening High School will serve no more than 400 students in Grades 9-12.
- b) Eligibility for enrollment will be limited to those Providence Public School students in Grades 8-11 who meet the selection criteria for admission. Students who transfer into the Providence School System from other schools/communities are eligible to apply for admission and must meet the same selection criteria as regular Providence Public School students.

- c) The Providence Evening High School will operate from 4:00 P.M. to 9:00 P.M. on those days when Providence Public Schools are in session.
- d) The Providence Evening High School shall follow a school calendar approved by the Board and the Union.
- e) The curriculum will be limited to the core academic areas specified by the Rhode Island Department of Education for awarding of a high school diploma. Elective courses and special interest subjects may be added to the program at the discretion of the Providence School Board.
- f) Selection of teachers for the Providence Evening High School shall be in accordance with Articles 11 and 13 of the Contract. Compensation shall be in accordance with Appendix B-8 of the Contract.
- g) Providence high schools may experience a reduction in enrollment as a consequence of 400 students transferring to the Providence Evening High School. There shall be no layoffs of teachers directly and/or indirectly in any way related to the reduced student enrollment.
- h) All provisions of the Contract shall remain in full force at the Providence Evening High School.

The inclusion of the Providence Evening High School as part of the teachers contract is not new. A number of schools who develop programs which are specialized or designed for a specific purpose have been included as Appendices. We have attached several examples of those programs. Please remember that the continuation of this program is not automatic. Also that the size of the school will not exceed 400 students in Grades 9-12; therefore, the cost will be controlled by the Providence School Board.

We hope you will see that the reform initiatives will drive Providence into the new century with all efforts directed towards increasing the educational programs for children while recognizing that our professional staff deserves to be well trained in a strong educational agenda. The Joint Proposal reflects a cooperative effort to allow the Collective Bargaining Agreement to become a fluid document, enabling new facilities to be incorporated under a reform umbrella developed by the parties in anticipation of change.

All these reforms and language initiatives will be lost if this proposal is not ratified and included as part of the school department's budget on Monday evening.

The Joint Proposal with the Administrators Union is fairly straightforward. One major discussion point is that if no revision to the contract is made for 1999-2000, the cost to the system would be \$112,000 greater than the cost with the negotiated revisions. With the revisions as specified, the total cost of the contract is \$34,700 less than the total increase in salaries to all administrators. In addition, the administrators already have an evaluation/performance procedure in place. This procedure provides for mentoring, transfer of administrators, and dismissal based on unsatisfactory evaluations.

Should you have additional questions or need further clarification of the issues as presented, please contact Dr. DeRobbio at 456-9211.

AGREEMENT

ENTERED into this 12th day of July 1999 by and between the CITY OF PROVIDENCE SCHOOL BOARD AND THE ASSOCIATION OF PROVIDENCE PUBLIC SCHOOL AND STAFF ADMINISTRATORS, LOCAL 5 AFSA, AFL-CIO, effective July 1, 1999 to June 30, 2001.

WHEREAS, the parties have conducted good faith negotiations and such negotiations have resulted in agreement for a Collective Bargaining Agreement, effective July 1, 1999 to June 30, 2001; and

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

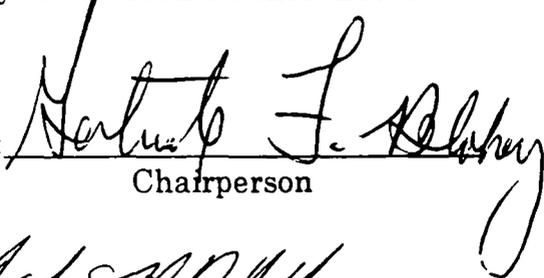
THE PARTIES HEREBY AGREE

1. The document entitled Agreement between the Providence School Board and the Association of Providence Public School and Staff Administrators Local 5 AFSA, AFL-CIO, as amended, effective July 1, 1996 to June 30, 1999 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement, as amended, shall continue and remain in effect for the period of July 1, 1999 to June 30, 2001, except as expressly modified herein.

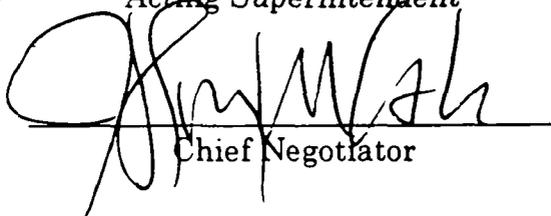
Said modifications are herein contained in the Joint Proposal by and between the Association of Providence Public School and Staff Administrators and Providence School Board as attached hereto and incorporated by reference herein.

2. The within Agreement has heretofore been ratified by the Association of Providence Public School and Staff Administrators and Providence School Board. The within Agreement is subject to appropriate ratification by the Providence City Council.

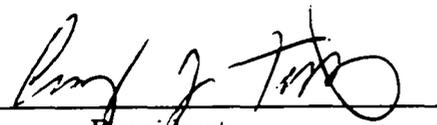
City of Providence School Board

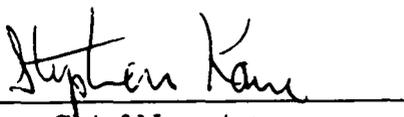
By: 
Chairperson


Acting Superintendent


Chief Negotiator

Association of Providence Public School and Staff Administrators Local 5 AFSA, AFL-CIO

By: 
President


Chief Negotiator

JOINT PROPOSAL

Between the

Providence School Board

And

APPSSA

July 1, 1999

NEW: ACTING POSITIONS**Section 1**

No one may serve in an acting administrative capacity unless he/she is fully certified for that position.

Section 2

If an administrative position is a clear vacancy, i.e., no current Providence administrator has claim to it, than that position must be filled by appointment of the School Board no later than seventy-five (75) business days after the position became clear; the only exception to this if no one properly certified applies to the position.

NEW: EMERGENCY SICK LEAVE BANK

An Emergency Sick Leave Bank for administrators will be established in accordance with the Union Agreement for teaching personnel, except that the Emergency Sick Leave Bank will be administered by a Committee established jointly by the Providence School Board and APPSSA. This proviso is applicable to all sick leave accrued by an administrator during his/her years of service in the Providence School Department.

AMENDMENT: GRIEVANCE PROCEDURE

ELIMINATE: The entire Section 4, Level 4 –Commissioner of Education – from the current Agreement.

ADD: Section 4, Level 4 – Arbitration

This Section shall be the same for administrators as it is in the Union Agreement for teaching personnel from Section 17-5.1 to Section 17-6.4.

AMENDMENT: MIDDLE SCHOOL ADMINISTRATORS PLANNING TIME

ELIMINATE: The entire provision in the current Agreement.

ADD: In compliance with the Policy of the Providence School Board which mandates that the Superintendent and APPSSA agree upon compensation for education programs beyond the normal work day and/or year, we agree to the following: As a one (1) hour per week planning time between October 1999 and June 2000 for a total of thirty (30) weeks is mandatory for middle school teachers, it is also mandatory for middle school administrators. They will be compensated for this additional time by using the formula: their yearly salary divided by 200 days divided by six (6) hours equals their hourly payment.

AMENDMENT: LENGTH OF WORK DAY/YEAR

ELIMINATE: The first paragraph in the current Agreement under
Section 1 – School building Administrative Personnel

SUBSTITUTE: The following paragraphs:

In the school year 1999-2000, the work year for school-level administrative personnel shall be 202 days. 186 days shall be those days when teachers are present; nine (9) days shall be established by the administration; and seven (7) days are to be mutually agreed upon between the individual administrator and the school department.

In the school year 2000-2001, the work year for school-level administrative personnel shall be 204 days. 187 days shall be those days when teachers are present; nine (9) days shall be established by the administration; and eight (8) days are to be mutually agreed upon between the individual administrator and the school department.

An individual administrator may request in writing of the superintendent that he/she be allowed to work up to an additional three (3) days as the needs of the building dictate. If granted, these days will be compensated in the year 1999-2000 on a per diem basis using a formula of 1/200 of the respective administrator's salary; and in the year 2000-2001 using a formula of 1/202 of the respective salaries.

The Superintendent also reserves the right to call building-level administrators to a full day meeting during the February/April recess period. This day or days shall be counted against the seven (7) mutually agreed upon days in the 1999-2000, and eight (8) mutually agreed upon days in 2000-2001. It is understood that a school-level administrator who for reasons of continuing his/her education, leaving the city/state for an extended period during these recesses, or for other reasons acceptable to the Superintendent, shall be exempt from working these days during the recess periods.

AMENDMENT: COMPENSATION FORMULA FOR 202/204 DAY YEAR

ELIMINATE: Section 3 – Compensation Formula for the 202-Day Work Year –
in the current Agreement

SUBSTITUTE: The following Section 3:

Effective July 1, 1999 building-level administrators shall be paid at a daily rate of 1/200 of their respective salaries effective July 1, 2000 building-level administrators shall be paid at a daily rate of 1/202 of their respective salaries.

For purposes of retirement, the work year 1999-2000 shall be 202 days, and 204 days in the year 2000-2001, and an administrator's annual gross salary shall include all pay received for each of these respective years.

NEW: DOMESTIC PARTNER

Administrators will be granted the same provisions regarding Domestic Partners in accordance with the Union Agreement for teaching personnel.

NEW: MEDICAL BENEFITS AFTER RETIREMENT

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

CONTINUED: RATIOS

Ratios for all administrators will remain the same for the contract years 1999 to 2001 as it was in the contract years 1996 to 1999.

NEW: ELEMENTARY PRINCIPALS LARGE SCHOOL STIPENDS

Principals of elementary schools with enrollments of between 550 and 849 students will receive an additional stipend of \$1,000 per year; and principals of elementary schools with 850 or more students will receive stipends of \$1,500 per year. The actual enrollment will be determined by the Resident Average Daily Membership computed at the end of the school year by the school department; the stipend checks, if applicable, will be issued at that time retroactively.

This compensation will be included in an administrator's total gross yearly salary for retirement purposes.

NEW: PROFESSIONAL ADVANCEMENT SCHEDULE

Payment for advanced degrees will be made for administrators in accordance with the Union Agreement for teaching personnel, but only for those degrees beyond those required in the job specifications for a particular administrative position.

NEW: LONGEVITY PAY

In the year 2000-2001, Longevity Pay for administrative personnel will be made in accordance with the Union Agreement for teaching personnel; but years of service is defined as both teaching and administrative time, all of which must have been served as a certified employee of the Providence School Department.

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE: CONTRACT PROPOSAL BETWEEN APPSSA and PROV. SCH. BD.
JUNE 28, 1999

Page 1 **Acting Positions**

No monetary impact

Page 1 **Emergency Sick Leave Bank**

No monetary impact

Page 1 **Grievance Procedure**

No monetary impact

Page 1 **M.S. Administrators Planning Time**

Reduces middle school planning time by two hours per week for six weeks, and one hour per week for thirty-two weeks

SAVINGS:

Salary	\$ 52,800
Benefits	<u>\$ 10,000</u>
Total	\$ 62,800

Page 2 **Length of Work Day/Year**

1999-2000 no change in number of days worked by administrators

No monetary impact

2000-2001 admin. Work year increased by 2 days to 204; adjustment reflected in top step of teachers' scale, and therefore in the salary ratio for administrators.

COST:

Salary	\$ 45,000
Benefits	<u>\$ 7,000</u>
Total	\$ 52,000

Page 3 **Domestic Partner**

Extending comprehensive health benefits to same-sex or opposite-sex domestic partners

ESTIMATED COST:

5 Single plans	\$ 15,000
Total	\$ 15,000

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE: CONTRACT PROPOSAL BETWEEN APPSSA and PROV. SCH. BD.
JUNE 28, 1999

Page 3 **Medical Benefits After Retirement**

Allowing retirees whose spouse/life partner remains employed by the Providence School Department to select retirement benefits when retired administrator's spouse/life partner is no longer employed by the Department.

COST:

No cost, potential savings

Page 3 **Ratios**

Salary ratios for administrators will remain the same as the last agreement and will not change for the duration of the proposed agreement.

COST:

Salary	\$ 450,000
Benefits	\$ 70,000
Total	\$ 520,000

COST:

Salary	\$ 485,000
Benefits	\$ 75,000
Total	\$ 560,000

Page 3 **Elementary Principals Large School Stipends**

Principals of elementary schools with enrollments of between 550 and 849 students will receive an additional stipend of \$1,000. Per year; and principals of elementary schools with more than 850 students will receive stipends of \$1,500. Per year.

COST:

Salary	\$ 13,000
Benefits	\$ 2,000
Total	\$ 15,000

Page 3 **Professional Advancement Schedule**

Payment will be made for advance degrees beyond those required in job specifications in accordance with the teachers' union agreement. (MA+30, \$2,757, Doctorate, \$3,157)

COST:

Salary	\$ 30,000
Benefits	\$ 4,500
Total	\$ 34,500

PROVIDENCE SCHOOL DEPARTMENT
 FISCAL NOTE
 RE: CONTRACT PROPOSAL BETWEEN APPSSA and PROV.SCH.BD.
 JUNE 28, 1999

Page 3 Longevity Pay

In 2000-2001, longevity pay for administrative personnel will be made in accordance with the union agreement for teaching personnel.

COST:

Salary	66,000
Benefits	\$ 10,000
Total yr.2	\$ 76,000

Additional Information

Change prescription plan to \$2 generic/\$5 brand deductible from \$2 generic/\$2 brand .
 Consistant with change in the teachers' contract.

Savings

Total	\$ 50,000
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SUMMARY

year 1		year 2	
<u>Description</u>	<u>Cost</u>	<u>Description</u>	<u>Cost</u>
Salary Increase	\$ 520,000	Salary Increase	\$ 560,000
Longevity Pay	\$ -	Longevity Pay	\$ 76,000
Prescription Plan	\$ (50,000)	Prescription Plan	\$ (50,000)
Medical Insurance	\$ 30,000	Medical Insurance	\$ 30,000
Advanced Degrees	\$ 34,500	Advanced Degrees	\$ 34,500
Extra Days	\$ -	Extra Days *	\$ -
Large School Stipend	\$ 15,000	Large School Stipend	\$ 15,000
Reduction in Middle School Planning	(62,800)	Reduction in Middle School Planning	(44,400)
Total	\$ 486,700	Total	\$ 621,100

* cost inluded in salary increase

AGREEMENT
between the
PROVIDENCE SCHOOL BOARD
and the
**ASSOCIATION OF PROVIDENCE
PUBLIC SCHOOL AND STAFF
ADMINISTRATORS**

July 1, 1996 to June 30, 1999

LOCAL 5 AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO
35 Camp Street
Providence, Rhode Island 02906

AGREEMENT
between the
PROVIDENCE SCHOOL BOARD
and the
**ASSOCIATION OF PROVIDENCE
PUBLIC SCHOOL AND STAFF
ADMINISTRATORS**

July 1, 1996 to June 30, 1999

LOCAL 5 AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS, AFL-CIO
35 Camp Street
Providence, Rhode Island 02906

ASSOCIATION OF PROVIDENCE PUBLIC SCHOOL AND STAFF ADMINISTRATORS
LOCAL 5 AMERICAN FEDERATION OF SCHOOL ADMINISTRATORS AFL-CIO
35 Camp Street
Providence, Rhode Island 02906

Stephen Kane, *President*

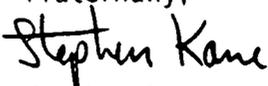
(401) 456-9398

February, 1997

Dear Fellow Administrator:

This booklet contains the most substantial and pertinent portions of APPSSA's agreement with the Providence School Board; those issues which have the most impact on the daily professional lives of Providence certified school administrators. It does not contain outmoded policies which no longer apply (e.g., segment chief issues) or are superseded by law (e.g., workman's compensation).

Every administrator should remember that it would be impossible to reduce and define every relationship to writing. This is a living document which is a skeleton, if you will, of the relationship between and among administrators and the school department.

Fraternally,

Stephen Kane,
President

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Health Insurance

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SNOW DAYS

When schools are closed due to inclement weather, 12 month administrative employees will report to work as soon as possible.

[(Policy 4215.1(a)]

DUES COLLECTION

The School Board will withhold from the paycheck of each eligible APPSSA administrator an amount of money equal to the Union dues or representation benefit fee, as determined by the union, and will transmit said moneys to the Union in accordance with the instructions of the Union. 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 individual, the period covered, and such other information as may be necessary to the Union to maintain its record current.

(Policy 4142)

SICK LEAVE

Sick leave shall be granted to administrative/ management personnel in accordance with the Union Agreement for teaching personnel adjusted on a Pro-rated basis equivalent to two days a month.

(Policy 4151)

PERSONAL LEAVE

Personal leave shall be granted to administrative personnel in accordance with the Union Agreement for teaching personnel.

(Various Policies)

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EXTENDED SCHOOL DAY/YEAR-NEGOTIATIONS **RE. WORK DAY/YEAR, RATIOS**

In the event that the Providence Teachers Union and the Providence School Board reach an agreement about extending the school day and/or year for teachers, if only for particular schools, and adjust the salary schedule accordingly for those teachers as the result of such an extension, then negotiations will ensue between the Providence School Board and the APPSSA to determine changes (if any) in the work day and/or year for the affected building administrative staff, and also changes (if any) in determining the base upon which that staff's ratio is based.

(Resolution)

EXTENDED SCHOOL DAY/YEAR-NEGOTIATIONS **RE. COMPENSATION, SELECTION**

In the event that program and practices are established and implemented not consistent with past practices and programs, and therefore beyond the normal work day and/or year for school level administrators, the salary and hours of such work shall be mutually agreed upon between the superintendent (or his/her designee) and the Association of Providence Public School and Staff Administrators.

This work shall be offered to school level administrators in whose building the program occurs. If they so choose, they may refuse this work at no penalty to themselves. If this happens, this work will be offered to other Providence School Department administrators (in the classification required), and the position or positions be filled by administrative seniority (as defined in Policy 4215).

(Resolution)

HOURLY COMPENSATION-WORK BEYOND SCHOOL DAY/YEAR

In compliance with the Policy of the Providence School Board which mandates that the Superintendent and APPSSA agree upon compensation for educational programs beyond the normal work day and/or year for school level administrators, we agree to the following. Building level administrators' compensation will be determined by multiplying the teachers' hourly rate for that given year by the elementary principals.

ratio for the same given year. For programs before or after school, administrators will work a minimum of one and one-half (1 1/2) hours per day. An after school Program within a particular school will be offered first to the principal within that school, and secondly to the assistant principal, if any. Other programs beyond the school year will be posted positions.

(Superintendent-APPSSA agreement)

MIDDLE SCHOOL ADMINISTRATORS PLANNING TIME

In compliance with the Policy of the Providence School Board which mandates that the Superintendent and APPSSA agree upon compensation for educational programs beyond the normal work day and/or year for school-level administrators, we agree to the following: As two (2) hours per week planning time after and/or before school is mandatory for middle school teachers for the years 1997-1998 and 1998-1999, it is also mandatory for middle school administrators. They will be compensated for this additional time by computing their respective daily rates.

(Superintendent - APPSSA agreement)

HOLIDAYS/VACATIONS 12-MONTH ADMINISTRATORS

HOLIDAYS

Twelve month administrative personnel shall work all weekdays except the following holidays:

- New Years Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- V.J. Day
- Labor Day
- Columbus Day
- Veterans' Day
- Election Day

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Thanksgiving Day

Christmas Day

and any other Federal, State, or local legal holiday that may be established and other vacation days taken within the allowable limit.

The work day for ten and twelve-month central- level administrative personnel shall be 8:30 AM To 4:30 PM when school is in session and 9:00 AM to 4:00 PM when school is not in operation, except for the months of July and August when the work day shall be from 8:30 AM to 4:00 PM.

All central level administrative personnel shall receive a one hour duty -free lunch.

All central level administrative personnel shall attend meetings beyond the work day, directly related to their specific job functions, unless excused by their immediate supervisor.

VACATION BENEFITS

Twelve-month personnel shall accrue vacation benefits at the rate of twenty-five(25) days per year for administrators with ten(10) or less years of administrative seniority, and at the rate of thirty (30) days per year for personnel with more than ten (10) years of administrative seniority within the Providence School Department.

For employees with more than three (3) months of service, but less than one (1) year of service within the Providence School Department, vacations may be granted upon a pro-rated basis.

Employees changing from ten-month administrative employment to twelve-month administrative employment, who have not accrued three (3) months of service before the month of July, may take vacations upon a pro-rated basis.

Vacations will normally be taken within a reasonable time after being earned, but no case will accumulation of earned vacation entitlement be permitted to exceed sixty (60) days. Administrative employees listed above shall have the option of requesting the days of vacation to be taken, subject to the work load and requirements of their assigned duties. Every effort will be made to maintain adequate coverage to properly implement the duties of each office. Holiday and sick leave days which fall within any vacation period shall not count as a vacation day.

(Policy 4153)

LENGTH OF WORK DAY/YEAR

Section 1. School Building Administrative Personnel

The work year for school-level administrative personnel shall be 202 days. 183 shall be those days when teachers are present; 9 days shall be established by the administration; and 10 days are to be mutually agreed upon between the individual administrator and the school department. However, 6 of these mutually agreed upon days must be 6 consecutive Wednesdays in the summer beginning with the first full week in July. The superintendent also reserves the right to call building level administrators to a full day meeting during the February and/or April recess period. This day or days shall be counted against the 10 mutually agreed upon days. It is understood that a school level administrator who, for reasons of continuing his/her education, leaving the city/state for an extended period during the summer or during the February /April recess, or for other reasons acceptable to the superintendent, shall be exempt from working these consecutive Wednesdays or during the recess periods. This, however, in no way affects the provisions in the first sentence of this paragraph.

The regular work day for elementary principals shall be one and one-half hours longer than the regular work day for teachers and shall include one-half hour duty-free lunch. The regular work day for intermediate, middle and high school principals shall be one hour longer than the regular work day for teachers and shall include one-half hour duty-free lunch. School-level administrative personnel shall attend all meetings beyond the work day, directly related to their specific job functions, unless excused by their immediate supervisor, consistent with past practice.

Section 2. Central-level Administrative Personnel

All ten-month administrative personnel shall work according to the same work-year schedule as school-building administrative personnel. The work day, however, shall be the same for 10 and 12 month Central-Level Administrators.

Section 3. Compensation Formula for 202 Day Work Year

Effective July 1, 1998 and every year thereafter, building level

6

administrative shall be paid at a daily rate of 1/200 of their respective salaries. For purposes of retirement, the work year shall be two hundred two (202) days and a building level administrator's annual gross salary shall include all pay received for said two hundred two (202) days.

(Policy 4215.1)

SATURDAY HOLIDAYS

When a holiday for 12-month administrators falls on a Saturday, the Friday before the holiday will be considered a holiday day for these administrators unless it is a scheduled school day.

(amendment to Policy 4153)

SENIORITY DEFINED

Seniority is defined as and shall be determined by the total length of service in a full-time administrative positions in the Providence School Department. In the event of a tie, total years/months/days of continuous service, both teaching and administrative, within the Providence School Department shall be the tie-breaker.

The School Department shall keep a record of each member of the unit showing the classification in which he has worked while in the employ of the School Department and the length of time he has worked in each full-time administrative position (s). The School Department will furnish the Union with an initial seniority list of the employees in each of the full-time administrative position(s) which reflects the seniority of each such employee as of the date of this policy. The School Department shall hereafter furnish the Union each October with a new list, reflecting the cumulative changes made in the initial list during the intervening period.

An administrator who voluntarily leaves an administrative position and returns to teaching shall forfeit all previously-accrued administrative seniority in the event he/she is promoted again to the administrative ranks.

Any administrator who is involuntarily reassigned to teaching (save for performance failure) or who is separated from the Providence School department (save for performance failure) and who is subsequently recalled to an administrative vacancy, or is promoted to

such a position, carries his/her previously-accrued administrative seniority into the new position. Time spent in the teaching ranks or on lay-off between administrative positions, shall not be counted toward administrative seniority.

(policy 4215)

CLASSIFICATIONS

<u>Classifications</u>	<u>Positions</u>
A.....	High School Principals
B.....	Directors, Administrators, Administrator/ Supervisors
C.....	Middle School Principals
D.....	Elementary School Principals
E.....	Supervisors, School Coordinators
F.....	12 Month Program Coordinators/Administrators
G.....	All Assistant Principals, Deans of Students, 10 Month Program Coordinators, All remaining Administrators

(Policy 4213)

LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

- (a) Voluntary quitting
- (b) Discharge
- (c) Failure to return after expiration of authorized leave

(Policy 4119)

PROBATIONARY PERIOD

An employee shall have no seniority rights during the probationary period. Upon completion of the probationary period, he/she shall have seniority in a classification equal to the total period of his/her administrative employment in the Providence School Department.

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The probationary period for an employee hired or transferred into the Unit, during which period the employee may be discharged or transferred from the Unit without recourse by the Union, shall be one year.

In the event of a transfer or promotion of an employee from one classification to another classification within the Unit, the first year of employment within the classification to which the employee is transferred or promoted shall be the probationary period during which the employee will not have seniority rights in the classification to which he/she was transferred, and may be transferred back to the former classification if he/she fails to perform satisfactorily the work of the new classification.

(Policy 4117)

REQUESTED TRANSFERS

An administrator having served in a position for three years may request a transfer from the position currently held to any vacant assignment with the same title within that classification prior to the appointment of another person to fill the vacancy.

(Policy 4215.5)

TRANSFERS WITHIN CLASSIFICATION

The School Department reserves the right to transfer members of the Unit within a classification for the good of the system.

TRANSFERS OUT OF CLASSIFICATION

After consulting with the appropriate administrators, supervisors, and the Union; and after presenting a rationale to the administrator in question and the Union, the Superintendent shall have the right to transfer said administrator to a classification and position below the one held by the administrator. The transfer will not affect the administrator's classification or title on the record; and the administrator will continue to be paid the salary for the position he/she held prior to the transfer.

In the event that the Union does not concur with the Superintendent's decision, and chooses to contest that decision, the Union shall challenge the Superintendent's decision before the Commissioner of Education for resolution. Both parties agree that the Commissioner's decision is final and neither side will appeal.

(Policy 4215.4)

ADMINISTRATIVE LAYOFFS

In the event that schools become consolidated or any position is abolished, administrators shall be reassigned first, on the basis of seniority, to the position held by the least senior administrator within that classification for which the more senior administrator is certified. If the more senior administrator cannot qualify for a position within that classification, he or she falls under the provisions of the following paragraph.

That displaced administrator shall then be reassigned, on the basis of seniority, to an administrative position previously held by the administrator in those classifications alphabetically below that classification from which the administrator has been displaced. (See 4213) The Superintendent or his designee shall determine the specific administrative assignment.

The provisions of the previous paragraph shall be repeated for each displaced administrator.

The last displaced administrator shall then be assigned to work of a similar or comparable nature, if such work exists, or to a teaching position within the person's area(s) of certification in accordance with the provisions of Article 14 section 14 (reassigned Teachers) of the Collective Bargaining Agreement with the Providence Teachers Union with the proviso that he or she has had experience as a full-time teacher within the Providence School Department.

(Policy 4215.3)

NEGOTIATING RATIOS/CLASSIFICATIONS NEW POSITIONS

When a new administrative position is created that does not fall into a current classification, The salary and the classification in which the position will be placed shall be established by the School Board after consultation with APPSSA.

(Policy 4214)

SALARY SCALE

<u>POSITION</u>	<u>RATIO</u>	JUL-JAN 1996-97	FEB-JUNE 1997	1997-98	1998-99
		RATIO X 43,146	(2%) RATIO X 44,440	(3.75%) RATIO X 46,107	(4.25%) RATIO X 48,066
HIGH SCHOOL PRINCIPALS	1.594	68,774	70,837	73,494	76,617
DIRECTORS	1.548	66,790	68,793	71,373	74,406
ADMINISTRATORS	1.518	65,495	67,459	69,990	72,964
MIDDLE SCH. PRINCIPALS	1.469	63,381	65,282	67,731	70,608
12-MO. SUPERVISORS SCHOOL COORDINATORS	1.450	62,561	64,438	66,855	69,695
ELEM. SCH. PRINCIPALS	1.407	60,706	62,527	64,872	67,628
H.S. ASS'T PRINCIPALS	1.328	57,297	59,016	61,230	63,831
M.S. ASS'T PRINCIPALS	1.274	54,968	56,616	58,740	61,236
E.S. ASS'T PRINCIPALS	1.235	53,285	54,283	56,942	59,361
12-MO. COORDINATORS	1.281	55,270	56,927	59,063	61,572
10-MO. COORDINATORS	1.127	48,625	50,083	51,962	54,170

**Omitted from the Agreement between the Providence
School Board and the APPSSA July1, 1996 -June 30,1999.**

HEALTH INSURANCE

Administrative/management personnel shall be covered by health insurance in the same manner and to the same extent as provided in the Union Agreement for teaching personnel.

(Policy 4235)

**Amendments to the Agreement between the Providence
School Board and the APPSSA**

July1, 1996 -June 30,1999. Effective July 1, 1998

Administrator's evaluation Procedure

- A. Approval of this procedure by both the school board and APPSSA is for the 1998-1999 school year (July 1, 1998 to June 30, 1999) only. Further inclusion of this Evaluation Procedure in any contract beyond 1999 is contingent upon the ratification of future contracts by both the city council and APPSSA. In the absence of such ratification, the administrator's evaluation procedure in effect during the school year 1997-1998 will be used to evaluate administrators. This statement -Part A- is an integral part of the Evaluation Procedure and shall be and remain an essential element of the Evaluation Procedure in this and future contracts.
- B. Written evaluations and narrative statements are acceptable; but the final and only evaluation to be included in the administrator's Human Resources' file is Part II (Rubric) of this Procedure, that is unless both the administrator and his/her immediate supervisor agree to include the narrative statements (Part IV).
- C. All other forms of reprimand or censure can only be submitted in the employees official Human Resources' file through the appropriate Zone Administrator and/or appropriate Assistant Superintendent as outlined in the organization chart for the Providence School Department and the administrator receiving such a reprimand or censure shall be allowed to appeal the same as specified in Part VII- Appeal Process.

PART I

A pre-conference will be held by October 31st in a school year for 10-month administrators and by August 31st prior to a school year for 12-month administrators between the administrator and his/her immediate supervisor/evaluator. The administrator with consultation from his/her supervisor will establish goals for each of the following categories. 1. Learning Community 2. Learning Environment 3. Administrative/Management 4. Leadership 5. School Program Planning and Implementation.

PART II

Using the Rubric below, The supervisor will complete this section for the administrator being evaluated prior to meeting with that administrator in June of a school year. The scoring is defined as: 1- the goal not accomplished and no justification given for its not being accomplished; 2-the goal was barely accomplished or justification weak; 3- the goal was not fully accomplished with an understandable justification why it was not fully accomplished; 4- the goal was accomplished; 5- the goal was accomplished in an outstanding manner.

A total score of 11 or below will trigger the Unsatisfactory evaluations and Mentoring Model section of the APPSSA contract.

	1	2	3	4	5	
Learning community						
Learning Environment						
Administrative/Management						
Leadership						
School Program Planning & Implementation						
Total Score						

PART III

DOCUMENTATION

An Administrator will submit written evidence of achievement or justification as to why his/her goals were not met; this documentation must be submitted to his/her supervisor thirty days prior to the end of the school year.

PART IV NARRATIVE STATEMENT

The administrator's immediate supervisor will develop a narrative of achievement, or the lack of achievement, based upon evidence submitted by the administrator, and the complete Part II- Rubric of this Procedure.

PART V POST CONFERENCE

The administrator and his/her immediate supervisor will discuss the evidence and findings observed in Parts II,III, and IV of this procedure. Recommendations for intervention, mentoring, and other supportive services will be discussed at this meeting if appropriate.

PART VI RESPONSE TO POST CONFERENCE

The administrators immediate supervisor/evaluator will make a written response to the discussions, etc. addressed during the Post Conference meeting and transmit said response to the administrator in a timely fashion.

PART VII APPEAL PROCESS

If and administrator chooses to appeal his/her evaluation as quantified in Part II-Rubric, he/she is entitled to a formal hearing and a written response within thirty days for each step of the appeal. The first appeal shall be to the Zone administrator or appropriate designated administrator; the second appeal shall be to the appropriate Assistant Superintendent; the third appeal shall be to the Chief of Staff; the fourth appeal to the Superintendent; and the fifth appeal to the School Board.

UNSATISFACTORY EVALUATIONS AND MENTORING MODEL

Part A: In the event that an administrator below the rank of Assistant Superintendent receives a less-than-satisfactory administrative evaluation in June of a school year as defined as receiving a total score of 11 or below on Part II-Rubric of the Administrators evaluation Procedure, that administrator will have one year to improve his/her evaluation as defined as receiving 12 or above on Part II -Rubric of the Administrators evaluation Procedure, or suffer the loss of his/her administrative position.

LONGEVITY PAY

\$600 for administrators with fifteen (15) years of administrative seniority; \$1,200 for twenty (20) years of administrative seniority; \$1,800 for twenty-five (25) years of administrative seniority.

(Resolution)

UNSATISFACTORY EVALUATIONS AND MENTORING MODEL

PART A: In the event that an administrator below the rank of assistant superintendent receives a less than satisfactory administrative evaluation on the Administrator's Evaluation Form in June (defined for building level administrators as the majority of grades on Part III of the Administrator's Profile in the categories "Improvement Needed" or "Unsatisfactory"; and for central administrators as the majority of grades on the Central Administrator's Evaluation Form of "4" or "5".), that administrator will have one year to improve his/her evaluation (defined for building level administrators as the majority of grades on Part III of the Administrator's Profile in the category "Satisfactory" or above); and for central administrators as the majority of grades on the Central Administrator's Evaluation Form of "1", "2", or "3".), or suffer the loss of his/her administrative position. The 'year to improve' will be called the 'Mentoring Year', and the MENTORING MODEL as defined in Part B of this policy will be the device/method used to improve the administrator's performance.

Except in cases of illegality or clearly arbitrary conduct, defined for purposes of this evaluation/mentoring model as being conduct which is violative of the substantive provisions of the model, APPSSA will not contest the administrator being removed from his/her administrative position if, after mentoring, the administrator continues to receive an unsatisfactory evaluation as herein defined.

Said administrator will be reassigned to a teaching position within the Providence School Department in their area of certification if she/he previously held a teaching position in Providence.

PART B: An administrator receiving an unsatisfactory evaluation (refer to PART A) shall be placed in the Mentoring Model the following year. In the model the administrator and the Union will select a Mentor who will

assist the administrator in question to improve upon the said administrator's performance over the course of a year. The superintendent will appoint a Neutral Evaluator either internally or through the designation of an external consultant with recognized expertise in the area of concern who, after working closely with the administrator's superior, will evaluate the administrator on a monthly basis, and also issue the final official evaluation in June of the Mentoring Year. As each situation is slightly different, the details of implementing the Mentoring Model will be decided on a case-by-case basis by the Director of Human Resources, the appropriate assistant superintendent, the Neutral Evaluator, the Mentor, the President of APPSSA, the administrator subject to the model, and that administrator's superior.

(resolution)

GRIEVANCE PROCEDURE

Purpose

It is the declared objective to encourage the prompt and informal resolution of administrator or Union disputes as they arise, and to provide resources to orderly procedures for the a satisfactory adjustment of the disputes. Administrators 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 an administrator of the Union filed by the individual administrator or the Union that the administrator 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 administrators or the Union or contrary to established professional ethics or standards.

Section 1. Level 1-- Appropriate Administrator

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

Within five (5) working days after receipt of the grievance, the Union Representative of the designee of the Union shall present the

grievance to the appropriate Assistant Superintendent. The administrator and/or the Union, and the Assistant Superintendent shall confer on the grievance within seven(7) work days of the date of presentation by the Union to the Assistant Superintendent with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the administrator and/or the Union may present the grievance.

The Assistant Superintendent shall convey his/her decision in writing to the aggrieved administrator and the Union within five (5) work days after said conference.

Section 2. Level 2-- Superintendent

The administrator and/or the Union may appeal the decision from Level 1 to the Superintendent of Schools, in writing, within five (5) work days after the decision at Level 1 has been received. The Superintendent shall, within ten (10) work days after receipt of the appeal, hold a meeting.

The administrator and the Union designee will receive at least three (3) work days notice of the meeting and the opportunity to be heard. The appropriate Assistant Superintendent may be present to state his/her views.

The Superintendent shall communicate his written decision together with the supporting reasons to the administrator and the Union as soon as possible but no later than five (5) work days after the date of the meeting at Level 2.

Section 3. Level 3-- Board

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

Section 4. Level 4-- Commissioner of Education.

A grievance which was not resolved at level 3 under grievance procedure may be submitted by either party to the Commissioner of Education. Said submission shall be made no later than ten (10) work days after the receipt of a Level 3 decision.

The Board agrees that it will apply to all substantially similar situations the decision of the Commissioner 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 Commissioner. The expenses of the hearings will be shared equally by the parties.

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.

Any grievance which is not appealed within the time limits prescribed herein shall be deemed to have been waived. The time limits specified in this Article may be extended only by the written mutual consent of the parties.

(Policy 4223.5)

APPSSA OFFICERS AND EXECUTIVE BOARD

May 1995 to May 1998

President.....	Stephen Kane
Vice President.....	Robert Lee
Treasurer.....	Anthony Tutalo
Recording Secretary.....	Serena Conley
Corresponding Secretary.....	Patricia Ferri
At-Large.....	Tomas Ramirez
At-Large.....	Frank Pallotta
At-Large.....	Edward Pascarella
Former President..... (ex officio)	vacant

HEALTH INSURANCE

Administrative/management personnel shall be covered by health insurance in the same manner and to the same extent as provided in the Union Agreement for teaching personnel.

(Policy 4235)



State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminster Street
Providence, Rhode Island 02903-3400

Peter McWalters
Commissioner

July 22, 1999

Councilman Kevin Jackson
Chairman, City Council Finance Committee
City Hall
Providence, RI 02903

Dear Mr. Jackson:

As Commissioner of Education for the State of Rhode Island, I urge the Providence City Council to refer the issue of the education budget to the school board and the superintendent, who understand the critical implications of these individual line item requests.

Providence has made admirable progress in the last year with a new and progressive teachers' contract and a highly qualified new superintendent about to assume her duties. The cuts that are contemplated would seriously jeopardize all we have sought to achieve.

The State of Rhode Island, which pays approximately two-thirds of the cost of education in the capital city, and the City of Providence, have worked in close partnership to improve student and school achievement. As Commissioner, I strongly support the School Board under the leadership of Gertrude Blakey. I support their focus on school improvement and agree that a significant financial investment must be part of this focus.

The new Superintendent comes to Providence with a mandate to institute comprehensive reform, and to achieve significant improvements in student performance. Her task will be made even more difficult if the City Council deletes supportive and educationally responsive provisions from contracts that have been negotiated in good faith by the School Board and union leadership. It is particularly important that salary increases be preserved for all educators, including school principals and other administrators. Principals will play a vitally important role in the school reforms that are about to take place. All Providence teachers and administrators must be adequately compensated.

Telephone (401)222-4600 Fax (401)222-6178 TTY 800-745-5555 Voice 800-745-6575

The Board of Regents does not discriminate on the basis of age, color, sex, sexual orientation, race, religion, national origin, or disability.

Councilman Kevin Jackson

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July 22, 1999

I firmly believe that Providence is poised for a renaissance of its public schools. As the leaders of city and state government, we must do all we can to support the teachers, principals, Superintendent and School Board who are embarked on this mission of such importance for 26,000 children and their families.

Sincerely,

A handwritten signature in cursive script that reads "Peter McWalters".

Peter McWalters
Commissioner