

RESOLUTION OF THE CITY COUNCIL

No. 514

Approved August 20, 1999

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

IN CITY COUNCIL
AUG 19 1999
READ AND PASSED
[Signature]
PRES
[Signature]
CLERK

APPROVED
[Signature]
MAYOR

**THE COMMITTEE ON
FINANCE**

**Approves Passage of
The Within Resolution**

Claire E. Bestwick
Aug 16, 1999 Clerk

AGREEMENT

ENTERED into this 24th day of May, 1999 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 effect July 1, 1999 to August 31, 2001.

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 July 1, 1999 to August 31, 2001; and

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

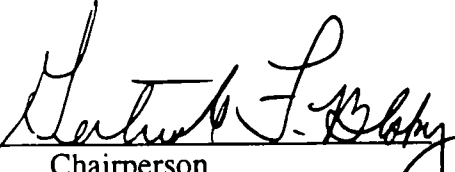
THE PARTIES HEREBY AGREE

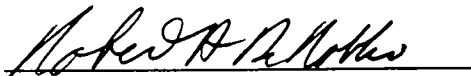
1. The document entitled Agreement between the Providence Teachers' Union AFT Local 958 and the Providence School Board, as amended, effective September 1, 1996 to August 31, 1999, is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement, as amended, shall continue and remain in effect for the period of July 1, 1999 to August 31, 2001, except as expressly modified herein.

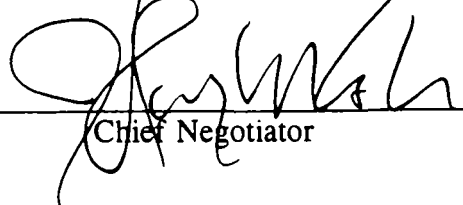
Said modifications are herein contained in the Joint Proposal by and between the Providence Teachers' Union and Providence School Board as attached hereto and incorporated by reference herein.

2. The within Agreement has heretofore been ratified by the Providence Teachers' Union membership and the Providence School Board. The within Agreement is subject to appropriate ratification by the Providence City Council.

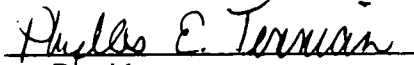
City of Providence School Board

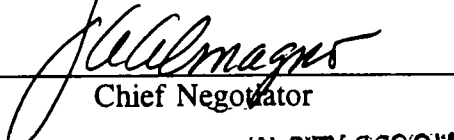
By: 
Chairperson


Acting Superintendent


Chief Negotiator

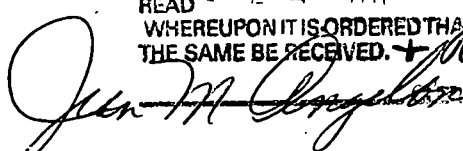
Providence Teachers' Union
Local 958, AFL-CIO, AFT

By: 
President


Chief Negotiator

6667 CITY COUNCIL

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.


Referred to
Committee
on Finance

663

14

THE COMMITTEE ON

Finance

Recommends

Public Hearing

Aug. 10, 1999

Clerk

**Providence Teachers Union
Negotiating Committee**

and

**Providence School Board
Negotiating Committee**

JOINT PROPOSAL

for a

TWENTY-SIX MONTH

COLLECTIVE BARGAINING AGREEMENT

July 1, 1999 - August 31, 2001

May 12, 1999

Appendix A

NEW: A-1 Teacher's Basic Salary Schedule

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

A-2 Professional Advancement Schedule

NEW: A-2.1 National Board Certification

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

Appendix C

Comprehensive Medical Coverage

CHANGE: C-11.1 as follows:

| | | |
|----------|--------|---|
| Delete: | C-11.1 | Prescription Drug Rider with \$2 deductible. |
| Add New: | C-11.1 | Prescription Drug Rider with \$2 generic/ \$5 brand deductible. |

Appendix C Comprehensive Medical Coverage

NEW: Appendix C-16 Domestic Partner

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

- (a) The teacher and his/her domestic partner have been and are living in a committed relationship and intend to do so indefinitely.
- (b) The teacher is not related by blood to his/her domestic partner in any way that would preclude legal marriage.
- (c) The teacher and the domestic partner are both at least 18 years of age.
- (d) The teacher is not legally married.
- (e) The domestic partner relationship is not illegal.

Once a domestic partner is added by a teacher, this addition remains in force until terminated by the teacher in writing. Upon such termination, the domestic partner shall have no further rights except those mandated by law.

Appendix C **Comprehensive Medical Coverage**

NEW: **Appendix C-17**

Any teacher who retires in accordance with Article C-14.2 and whose spouse/life partner remains employed by the Providence School Department, shall not be required to purchase medical riders and Delta Dental but shall be provided with said medical riders and Delta Dental until such time as the teacher's spouse/life partner is no longer employed by the Providence School Department.

Article 5 Leaves of Absence

5-1 Full-Pay Leaves (Article 5-1 remains unchanged except for the following):

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

- 5-1.1 no change
- 5-1.2 no change
- 5-1.3 no change
- 5-1.4 no change
- 5-1.5 For personal business - two (2) days.
 As to the number of personal leaves immediately preceding or immediately succeeding the Christmas, Mid-Winter and Spring recesses, no more than 8% of the teachers with the system shall utilize this provision on a first come first serve basis.

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

- 5-1.6 For purposes connected with the welfare of the school and community - not to exceed two (2) days.
- 5-1.7 For his/her out-of-state graduation up to three (3) days.
- 5-1.8 For visiting schools - one half day (.5) in each term or one (1) full day per year.
- 5-1.9 no change

Article 7 Expense of Printing and Distributing Agreement

NEW: 7-2

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

Article 8 **Working Conditions**

NEW: **8-1.5 Class Size Monitoring**

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

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

Article 8 **Working Conditions**

CHANGE: **Article 8-4.6 (Article 8-4.6 remains unchanged except for the introductory language and the addition of #8 and #9)**

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

1. no change
2. no change
3. no change
4. no change
5. no change
6. no change
7. no change

ADD: 8. No part-time teacher is available.

ADD: 9. The Union is notified of each 6th period assignment prior to the start of each assignment.

DELETE: **Article 8-4.7**

Article 8 **Working Conditions**

DELETE: **Article 8-5.1**

ADD NEW: **8-5.1** **Length of the School Year and Day**

The 1999/2000 school year shall be 182 days.

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

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

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

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

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

ADD NEW: **8-5.1** **Length of the School Year and Day**

Continued:

The 2000/2001 school year shall be 182 days.

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

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

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

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

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

Article 8 **Working Conditions**

REVISE: **8-5.2 School Day Defined**

ADD TO: Elementary Schools 9:15 a.m. - 2:45 p.m.
 Springfield Street

ADD TO: Middle Schools 8:15 a.m. - 2:15 p.m.
 Springfield Street I
 Springfield Street II

Article 8 Working Conditions

ADD NEW 8-6.1: Hiring of Teachers

8-6.1 When there exists a need to hire an LTS or a regular teacher, candidates to be interviewed shall be selected by the Director of Human Resources from the list of teachers serving as Long-Term Substitutes in-Pool and Long-Term Substitutes as well as candidates from outside the school system.

Article 8 **Working Conditions**

NEW: **8-10.4**

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

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

NEW: **Article 8-35** **School Improvement Team**

- 8-35.1 Each school shall have a School Improvement Team made up of teachers, parents, non-certified school personnel, community representatives, students (where age-appropriate) and the building principal.
- 8-35.2 School Improvement Team members are volunteers and shall not be compensated for their services.
- 8-35.3 School Improvement Teams shall function in accordance with established protocol and by-laws and in accordance with applicable federal, state and local laws; regulations and mandates; and collective bargaining agreements.
- 8-35.4 School Improvement Teams may be made up of any number of individuals however the majority of members shall be teachers elected by the faculty of each school. The Union Building Delegate shall automatically serve as a teacher member of the School Improvement Team.
- 8-35.5 School Improvement Teams may recommend modifications to any collective bargaining agreement. Any modification to the Providence Teachers Union/Providence School Board Collective Bargaining Agreement must have 75% school faculty approval as well as Union/Board approval.

Article 8 **Working Conditions**

NEW: Article 8-36 Joint Study Committee
Year Round Schooling

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

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

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

Article 11 Posting and Filling of Other Job Openings

DELETE Article 11-9:

ADD NEW: Article 11-9

Any teacher hired as a coach prior to July 1, 1999 and who continues to coach sport(s) shall be allowed to retain no more than two of said coaching positions at the time of retirement.

ADD NEW: Article 11-10

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

Article 13 Other Job Openings

NEW: Article 13-4

Teachers holding positions as defined in B-9 prior to July 1, 1999, may continue to hold those positions.

Effective July 1, 1999 and thereafter, any teacher hired to a position as defined in B-9 may hold no more than one such position at any given time and no more than two (2) such positions during the school year.

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

REVISE: Article 14 TRANSFER POLICY

14-1. Any regularly-employed teacher who wishes to transfer to another position within the Providence schools for the commencement of the next school year, may file a Request for Transfer in person at the Office of Human Resources at any time during the school year up to the close of business on May 15. All teachers who file said Request for Transfer shall be given a written receipt for said request and shall be invited to the Job Fair to be held on the last Tuesday in June. No request for transfer will be accepted after the close of business on May 15.

14-2. When a vacancy exists or a new position is created at any time subsequent to the Job Fair, a regularly-appointed teacher shall fill the position until the following June at which time the position and the teacher will be subject to the provisions of Article 14-8.

The Office of Human Resources shall maintain a list of all vacancies as well as all positions filled in accordance with 14-2 above. Five (5) days prior to the Job Fair in June, consolidated teachers, teachers returning from leaves of absence who do not have rights to a particular position, teachers on the Transfer List prior June 26, 1999, teachers who have filed Requests for Transfer and teachers who are subject to the provisions of 14-2 shall receive copies of said lists.

14-3. A list of transfer requests for each year shall be maintained by the Department of Human Resources showing the teacher's name and date of the request.

14-4. No teacher shall be involuntarily transferred except at the discretion of the Superintendent.

14-5. Any teacher on the Transfer List prior to June 26, 1999 who refuses a position on his/her transfer request shall have his/her name removed from the Transfer List.

14-6. 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 last Tuesday in June. Should there be a vacancy as stated herein, consolidated teachers within the school shall reselect positions in accordance with their system-wide area of certification seniority. If consolidated teachers within a school have already selected positions based upon their system-wide area of certification seniority and a vacancy should occur as noted herein before the last Tuesday in June, those teachers within the school shall reselect positions based upon said seniority and must designate proxies in writing to select on the teachers' behalf in the event that the teachers are not available to select positions on their own behalf at the time selections are again to be made, or said teachers will be placed in a position by the Office of Human Resources after all other teachers have been placed in said school.

REVISE: Article 14 TRANSFER POLICY Continued

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.

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

Teachers shall accrue system-wide area certification seniority for all paid and non-paid leaves except for leaves without pay as provided for in 5-6.1, 5-6.4 and 5-12. Teachers on all other leaves shall accrue system-wide area of certification seniority.

Where the number of years of teaching service in the areas of certification is equal, the date of employment shall be the determining factor. Where the number of years of teaching service in the areas of certification is equal and the dates of employment are the same, qualifications, experience and credentials will be the determining factor in the evaluative judgement 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.

14-7 Each year from March 1 through and inclusive of the last School Board meeting in June, teachers who receive lay-off notices shall be reinstated to the positions they held in the prior school year if said positions are available; and if not available, said teachers shall be reassigned pursuant to 14-9.2.

REVISE: Article 14 TRANSFER POLICY Continued

14-8 Placement Meeting During the Summer (Job Fair)

On the last Tuesday in June, a Job Fair will be held for all consolidated teachers, teachers returning from leaves of absence who do not have rights to a particular position, teachers on the Transfer List prior to June 26, 1999 and all teachers who have filled out a Request for Transfer form. All positions which have been created or which have become available after the date of the prior year's Job Fair shall be available for bidding at the Job Fair. Teachers shall bid in the following order:

1. Paid Leave and Parental/Adoptive Leave, No-Pay Leave and Consolidated Teachers who shall choose from positions available in the certificate area from whence they came.
2. Teachers on Transfer List prior to June 26, 1999
3. Teachers who have filed a Request for Transfer during the academic year

Each position will be awarded to the teacher with the most System-Wide-Area-of-Certification-Seniority (SWACS) bidding on the position. If two or more teachers with the identical SWACS bid on a position, the position shall be awarded to the teacher with the earlier date of hire. Each teacher who successfully bids for a job shall be required to produce a valid certificate for the job and, having done so, shall be given written confirmation of the assignment. The position currently held by the teacher shall then be added to the list of jobs available for bidding. Participants may successfully bid on only one position. Any teacher unable to attend the Job Fair may designate a proxy in writing. Said proxy shall have full authority to act on the teacher's behalf and decisions by said proxy shall be binding upon the teacher.

14-9 Subsequent to the Job Fair, the following order shall be followed relative to the filling of positions:

14-9.1 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 certification is equal and the dates of employment are the same, qualifications, experience, and credentials will be the determining factors in the evaluative judgment to be made by the Superintendent or his/her designee.

14-9.2 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.

REVISE: Article 14 TRANSFER POLICY Continued

Said teachers being recalled will return to their former positions if said positions are available. If said positions are not available, the order of placement shall be according to system-wide area of certification seniority.

14-10 Hiring of Suspended Teachers as Substitutes

Teachers on the recall seniority list shall be given preference to serve as Long Term Substitutes in Pool prior to any teacher not on a recall seniority list.

NOTE: A teacher on the recall seniority list who refuses per-diem substitute teaching assignments when called shall not be deemed to have waived any other rights under the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

Article 15 Teacher Programs

REVISE: 15-1.2 and 15-3.4

15-1.2 No later than five (5) school days before the end of the school year, teachers shall receive their total program for the following year, which shall include the periods and rooms where their assignments are scheduled. If personnel or program changes occur during the summer which require a change in a teacher's program, the principal or supervisor shall provide reasonable notification to the teacher.

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

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

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

The Teacher Program Committee shall be comprised of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the Providence Teachers Union.

15-3.4 No later than five (5) school days before the end of the school year, teachers shall receive their total program for the following year, which shall include the grade and rooms where their assignments are scheduled. If personnel or program changes occur during the summer which require a change in a teacher's program, the principal or supervisor shall provide reasonable notification to the teacher.

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

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

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

The Teacher Program Committee shall be comprised of three (3) persons appointed by the Superintendent of Schools and three (3) persons appointed by the President of the Providence Teachers Union.

Article 15 Teacher Programs

DELETE: Article 15-2.5

ADD NEW: Article 15-2.5

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

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

NEW: Article 18 Section 8 Union Health and Welfare Fund

Delete: 9(b)(c) Comprehensive Medical Coverage p. 3, 4 of the September 1, 1995 - August 31, 1996 Collective Bargaining Agreement and incorporated by reference as if fully reproduced in the September 1, 1996 - August 31, 1999 Collective Bargaining Agreement.

Add: Article 18 Section 8:
Union Health and Welfare Fund

The Providence Teachers Union shall utilize a Health and Welfare Trust Fund with appropriate supporting documents for the purpose of providing Health and Welfare benefits to bargaining unit members. In order to provide each bargaining unit member Health and Welfare benefits, the School Board agrees to contribute to the Providence Teachers Union Health and Welfare Trust Fund one dollar and fifty-five cents (\$1.55) per week, per regular teacher and LTS (Appointed to position held by teacher on leave of absence) for fifty-two (52) weeks per year. Contributions by the School Board to the above identified Trust Fund shall be made on a monthly basis, payable no later than the twentieth (20th) day of the subsequent month. Employees must be on active status to be counted toward the contribution. An employee receiving Workers' Compensation Benefits shall be considered to be working his/her normal and regular work week.

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

Appendix W **Site Based Management**

ADD: **Section D**

The Providence Teachers Union and the Providence School Department share in the belief that cooperative decision making creates a climate in the schools where faculty, parents, administrators, students and other community participants working together share the responsibility and accountability for school improvement, better student performance, greater involvement by and with parents, and stronger support from the community at large. To that end, the Providence Teachers Union and the Providence School Department will continue to support a six member Union/Board School-Based Management Technical Support Committee comprised of three persons appointed by the President of the Providence Teachers Union and three persons appointed by the Chairperson of the Providence School Board. In addition, the parties shall mutually agree upon and appoint one (1) person from outside the Providence School System (i.e. an individual who is not employed by the Providence School Board) who shall serve as a non-voting member of the committee and shall act as the Chairperson of the Committee.

The Union/Board School-Based Management Technical Support Committee will meet to review and revise an application/RFP process, a statement of beliefs, and a continuance for change. All revisions duly enacted shall become effective by October 1, 1999.

NEW: Appendix Aa: Providence Evening High School

The Providence Evening High School will serve no more than 400 students in grades 9-12.

Eligibility for enrollment shall be limited to those Providence Public School students in grades 8-11 who meet the selection criteria for admission. Students who transfer into the Providence School System from other schools/communities are eligible to apply for admission and must meet the same selection criteria as regular Providence Public School students.

The Providence Evening High School will operate from 4:00 p.m. - 9:00 p.m. on those days when Providence Public Schools are in session.

The Providence Evening High School shall follow a school calendar approved by the Board and the Union.

The curriculum will be limited to the core academic areas specified by the Rhode Island Department of Education for awarding of a high school diploma. Elective courses and special interest subjects may be added to the program at the discretion of the Providence School Board.

Selection of teachers for the Providence Evening High School shall be in accordance with Articles 11 and 13 of the Contract. Compensation shall be in accordance with Appendix B-8 of the Contract.

Providence high schools may experience a reduction in enrollment as a consequence of 400 students transferring to the Providence Evening High School. There shall be no lay offs of teachers directly and/or indirectly in any way related to the reduced student enrollment.

All provisions of the Contract shall remain in full force at the Providence Evening High School.

NEW: Appendix Bb National Board Certification

National Board for Professional Teaching Standards Certification: The Providence Teachers Union and the Providence School Department will establish a six member Advisory Board, comprised of three teachers selected by the Providence Teachers Union President and three administrators selected by the Superintendent, the purpose of which is to develop and monitor National Board Certification for teachers within the Providence School Department. The Advisory Board will establish criteria for selection of candidates to participate in the National Board Certification process, as well as conditions for continued employment and possible roles for Board certified teachers in improving the education provided for Providence teachers.

The procedure and guideline established by the Advisory Board will be submitted for approval by both the Providence Teachers Union and the Providence School Board by August 15, 1999.

NEW: Appendix Cc Springfield Street Educational Complex

The Springfield Street Educational Complex shall serve students in grades K-8 in one elementary and two middle schools.

The Complex will serve as the Board and Union laboratory school whereby teachers, administrators, staff, parents, students, etc. will design, implement and evaluate modifications to the traditional elementary and middle school models.

The Complex will also serve as the Board and Union designated school wherein looping and mentor programs will be piloted.

Teachers will be selected through an interview process in accordance with Article 11. Successful candidates will be required to participate in team meetings throughout the summer of 1999 as well as throughout the school year. Each teacher is required to serve on at least one team.

No later than May 1, 2000 a full description of the Springfield Educational Complex organizational and operational plan shall be presented to the Board and the Union. Said plan shall include: philosophy, curriculum, governing structure, budget, staffing, roles and responsibilities of all personnel, professional development, pilot program, implementation schedules, integration of Federal, State, Local and other budgets, evaluation designs, student achievement initiatives, testing design, contractual modifications, parent and community involvement, ancillary services, etc.

Upon receipt of Board and Union approval the Springfield Educational Complex Organizational and Operational Plan shall be incorporated into the Collective Bargaining Agreement. Subsequent annual approvals by the Board and the Union are required.

NEW: Appendix Dd Providence Place Mall Academy

The Providence Place Mall Academy will house students at two sites: Grades 9 and 10 at Johnson and Wales University; and Grades 11 and 12 at the Providence Place Mall. The Academy will be structured in such a way as to operate as a community and work based learning program where students develop learning skills in a non-traditional environment.

Teachers will be selected through an interview process in accordance with Article 11. Successful candidates will be required to participate in team meetings throughout the summer of 1999 as well as throughout the school year. Flexibility in scheduling may exist in order to provide distances learning concepts in offering specialized courses such as Modern Language, Advanced Science, Advanced Mathematics, etc. The distance learning component would link one of the existing Providence high school classroom with the extended classrooms. Existing high school staff shall be hired on an hourly basis (in accordance with Articles 11 and 13) to offer tutoring and assistance to students.

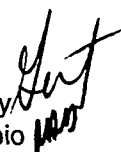
VINCENT A. CIANCI, JR.
Mayor

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.

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE: JOINT PROPOSAL BETWEEN PTU and PROV. SCH. BD.
APRIL 23, 1999

Page 1 **Appendix A**

Each step on the teacher pay scale is being brought to .6 of the projected state average
Percentage increase varies from step to step combined average is approximately 4.6%

COST:

| | |
|--------------|---------------------|
| Salary | \$ 4,593,781 |
| Benefits | <u>\$ 671,006</u> |
| Total | \$ 5,264,787 |

National Board Certification

Stipend (\$2,500.) and application fee (\$2,500.) paid to and for up to five teachers annually
become Nationally Board Certified Teachers.

COST:

| | |
|------------------|------------------|
| Salary | \$ 12,500 |
| Application fee: | <u>\$ 12,500</u> |
| Total | \$ 25,000 |

Page 2 **Appendix C**

Improve prescription plan to \$2 generic/\$5 brand deductible from \$5 generic/\$10 brand and
\$30 deductible.

ADDITIONAL COST:

| | |
|--------------|-------------------|
| Total | \$ 650,000 |
|--------------|-------------------|

- Page 3 **Appendix C-16**

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

ESTIMATED COST:

| | |
|-----------------|------------------|
| 10 Single plans | <u>\$ 30,000</u> |
| Total | \$ 30,000 |

Page 4 **Appendix C-17**

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

COST:

No cost, potential savings

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE:JOINT PROPOSAL BETWEEN PTU and PROV.SCH.BD.
APRIL 23,1999

Page 5 **Article 5 Leaves of Absence**

No monetary impact

Page 6 **Article 7 Printing and Distributing Agreement**

Housekeeping proposal to improve efficiency of contract document itself
No monetary impact

Page 7 **Article 8-1.5 Class Size Monitoring**

Includes in the contract Rhode Island Superior Court advice to have a teacher monitor class size violations.

COST:

No new cost funds already in budget,approximately \$5,000.

Page 8 **Article 8 Working Conditions**

No monetary impact

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

Increase the school year as follows:

| <u>FROM</u> | <u>TO</u> | <u>COST</u> |
|-------------------------|-------------------------|-------------------|
| 180 days of instruction | 182 days of instruction | \$ 1,100,000 |
| 1 orientation day | 1 orientation day | 0 |
| .5 day parent teacher | .5 day parent teacher | 0 |
| 1.5 staff development | 2.5 staff development | <u>\$ 550,000</u> |
| | Salary | \$ 1,650,000 |
| | Benefits | <u>\$ 247,500</u> |
| | Total | \$ 1,897,500 |

COST:

Increase school year total 3 days...\$1,897,500.

Page 10 **Article 8 Working Conditions**

Starting times for new schools.

No monetary impact

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE: JOINT PROPOSAL BETWEEN PTU and PROV. SCH. BD.
APRIL 23, 1999

Page 11 **Article 8 Working Conditions**

Interviewing LTS for vacant positions.

No monetary impact

Page 12 **Article 8 Working Conditions**

Three calendar days, rather than three work days to mark examinations during the fourth quarter.

No monetary impact

Page 13 **School Improvement Teams**

Page 14 **Study committee Year Round Schooling**

Page 15 **Posting and Filling Job Openings**

Page 16 **Other Job Openings**

Page 17 **Transfer Policy**

No monetary impact will be realized from the group of agreements listed above.

Page 21 **Teacher Programs**

15-1.2 and 15-1.4

Establishes a six member committee to review requests by administration to change a teacher's program.

COST:

No cost, potential savings...estimated savings \$50,000.

Page 22 **Teacher Programs**

15-2.5

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

SAVINGS:

| | |
|--------------|---------------------|
| Salary | \$ 875,000 |
| Benefits | <u>\$ 125,000</u> |
| Total | \$ 1,000,000 |

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE: JOINT PROPOSAL BETWEEN PTU and PROV. SCH. BD.
APRIL 23, 1999

Page 23 **Union Health and Welfare Fund**

Administration will contribute \$1.55 per week for each regular teacher or LTS appointed to a vacancy to the union Health and Welfare Trust Fund every week including weeks when school is not in session.

COST:

Estimated formula: $\$1.55 \times 52 \times 2000 = \$161,200.$

Page 24 **Site Based Management**

Revision of site based application process by SBM Technical Support Committee.

No Cost Item

Page 25 **Evening High School**

Cost to operate the evening high school are included in the proposed 1999-2000 school department budget, no cost associated with union benefits.

No Cost Item

Page 26 **National Board Certification**

See page # 1, appendix A

Page 27 **Springfield St. School Buildings**

Page 28 **Providence Place Mall Academy**

No monetary impact will be realized from the group of agreements listed above.

PROVIDENCE SCHOOL DEPARTMENT
FISCAL NOTE
RE: JOINT PROPOSAL BETWEEN PTU and PROV. SCH. BD.
APRIL 23, 1999

SUMMARY

| <u>Description</u> | <u>Cost</u> |
|-------------------------------------|--------------------|
| Salary Increase | \$ 5,264,787 |
| National Board Certification | \$ 25,000 |
| Prescription Plan | \$ 650,000 |
| Medical Insurance | \$ 30,000 |
| Class Size Monitoring | \$ 5,000 |
| Extra Days | \$ 1,897,500 |
| Teacher Program changes | \$ (50,000) |
| Reduction in Middle School Planning | \$ (1,000,000) |
| Health and Welfare Fund | \$ 161,200 |
| Total | \$ 6,983,487 |

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 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 period 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 14-14.1.3, 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 persons 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

**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 for 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;

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

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.

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 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.

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.

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.

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.

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.

VINCENT A. CIANCI, JR.
Mayor

ROBERT A. DEROBPIO, Ph.D.
Interim Superintendent

Providence
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OFFICE OF THE SUPERINTENDENT

M E M O R A N D U M

TO: The Honorable Kevin Jackson, Chairman – Finance Committee

FROM: Robert A. DeRobbio, Ph.D., Interim Superintendent

DATE: July 15, 1999

SUBJECT: *Information Pertaining to Coaching Positions*

The issues regarding coaching positions and the coaching selection process have been long standing in the Providence School Department. Great strides have been made in the past several years to correct these major problems with perhaps the greatest work being done with the 1999-2001 teacher contract. Several contracts ago negotiations for the teacher contract included a provision under Article 11 that "any teachers 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." This was included specifically for a coach at Classical High School who wanted to retire but desired to continue to coach. The wording was specific, addressing any teacher who retired prior to September 1, 1992. Over the years it was not followed and a number of teachers who retired after 1992 were allowed to continue to coach while retired.

During the same time frame a Handbook for Providence School Department Athletes was developed which detailed the duties and responsibilities of everyone involved with athletics from the assistant coach to the athletic director to the student. It called for evaluations and accountability. Once enacted it was immediately grieved because members of the same bargaining unit were evaluating other members of the bargaining unit. The subsequent arbitration ruled in favor of the bargaining unit.

For many years all coaches were hired for all sports and all seasons at the beginning of the school year. Their pay would be pro-rated over their 21 or 26 paychecks thus they were receiving pay prior to coaching their sport. In some instances coaches who were hired and paid decided not to coach a winter or spring sport yet they had already been paid for such.

Memorandum to Kevin Jackson
July 15, 1999
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At the administration level the Providence School Department always had a Director of Athletics/Health Administrator until a few years ago when the person holding that position was promoted to a Zone Administrator. The duties of the Director of Athletics were to oversee all sports in all secondary schools as well as supervise the athletics personnel in each building along with the appropriate principal. These duties were maintained to a lesser degree once the supervisor was promoted two years ago.

Beginning with the 1999-2001 contract these abuses will stop and the athletic programs will function in the following ways:

- a) Coaches will be hired for their particular sport just prior to their season and will receive payment for their season during the time they are coaching the sport.
- b) An interest/needs survey will be conducted at each school to determine the student interest level in various sports to be offered. The results of this survey will determine which sports will be offered both on a club basis and as part of the interscholastic league. Coaches will be interviewed and hired based on the offerings and not on previous sports programs or coaching positions.
- c) Coaches will be observed and evaluated by the building administrator with input from the school athletic director and the systems Director of Athletics. Poor performance, poor attendance, less than desirable athletic knowledge, skill level and safety will not be tolerated.
- d) Any teacher who is hired as a coach as of July 1, 1999, or thereafter, will not be eligible to continue to coach upon retirement
- e) Any teacher who is hired as a coach as of July 1, 1999 and thereafter may hold no more than one such position at any given time and no more than two (2) such positions during the school year. Example: An athletic director may not coach a sport. A drama coach may not coach a sport, as drama is a full year program. No person may coach three sports such as football, indoor track and baseball. They may only coach two sports, not simultaneously
- f) 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.
- g) A central level administrator will coordinate and oversee the athletic program for the district as well as the individual schools

Each of these seven initiatives will prevent the inconsistencies of the past and provide for successful athletic programs for our students in the future.



State of Rhode Island and Providence Plantations
DEPARTMENT OF EDUCATION
Shepard Building
255 Westminister 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 Volce 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, reading "Peter McWalters".

Peter McWalters
Commissioner

✓ VINCENT A. CIANCI, JR.
Mayor

Providence Schools

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To: Providence City Council President, John Lombardi
Members of the Providence City Council

From: Providence School Board President, Gertrude F. Blakey

Date: July 25, 1999

Re: Providence Evening High School Proposal

It has come to my attention that there are two major concerns with regard to the Providence Evening High School Proposal:

- 1) its inclusion in the Providence Teachers Union contract, and;
- 2) the inability to remove the school from the contract should this reform initiative be unsuccessful.

I would like to reassure you once again, as I stated in my memo of July 22, 1999 to all City Council members, that the School Board has authority over this proposed initiative in that:

- a) The Providence Evening High School will serve no more than 400 students in Grades 9-12. All admissions are done on an application basis and controlled by the Providence School Department Administration. This can only be achieved through contract language.
- b) The Providence Evening High School shall follow a school calendar mutually agreed upon by the School Board and the Union. This can only be achieved through contract language.
- c) The Providence School Board will retain control over the curriculum to be used in the Providence Evening High School which 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. This can only be achieved through contract language.

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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.

- d) Unlike our regular high schools where staffing is determined by the number of students registered, staffing for the Providence Evening High School will be determined by actual enrollment in specific courses. This allows the staffing to change prior to each semester enrollment period as determined and approved by the Providence School Board. Salaries will be at the rate of \$25.00 per hour (new contract language) as opposed to teachers' daily rate (existing contract language). This can only be achieved through contract language.

The School Board wants to assure each member of the Providence City Council, that we will be looking very closely at this school and will evaluate it on a semi annual basis. Should this school not be operating in accordance with our expectations, the School Board will not recommend its continuation in the subsequent negotiations with the Providence Teachers Union. The Providence Evening High School will cease at the end of the current contract term, having to be renegotiated for continuation in any subsequent contract.

In addition, during each year of operation of the school, an evaluation must be made as to whether or not revisions or adjustments to the school are needed. The School Board upon presentation of that evaluation will determine how the Evening School will operate for the next year.

As stated previously, this new school will be reviewed semi-annually with the final review date in January 2001. I have an assurance from the Providence Teachers Union that if this school is not performing to our expectations, it will not be funded for continuation in the 2001-2002 school year.

cc

Providence School Board

I have read this memo and am in agreement with its content:

Phyllis E. Tennian
Phyllis E. Tennian
President
Providence Teachers Union

7/28/99
Date