

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 527

Approved NOVEMBER 20, 2009

RESOLVED, That the Collective Bargaining Agreement by and between the Association of Providence Public School and Staff Administrators (APSSA), and the Providence School Board, effective July 1, 2007 to June 30, 2010, is hereby approved and ratified by the Providence City Council.

IN CITY COUNCIL
NOV 19 2009
READ AND PASSED


PRES.

CLERK

APPROVED



MAYOR

11/20/09

[Faint vertical text and stamps on the right side of the page, including "PROVIDENCE CITY COUNCIL" and "NOV 20 2009"]

DAVID N. CIGLIJNE
Mayor

THOMAS M. BRADY
Superintendent

Providence Schools

Providence Public School District
Finance Office
797 Westminster Street
Providence, RI 02903-4045
tel. 401.456.9435
fax 401.456.9252

September 3, 2009

City of Providence
Anna Stetson, City Clerk
Providence City Hall
25 Dorrance Street
Providence, RI 02903

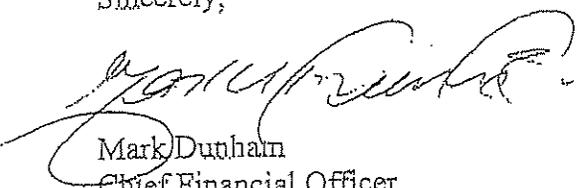
Dear Ms. Stetson:

Enclosed is the following contract to be placed on the Council Docket, Thursday, September 3, 2009 for ratification:

Association of Providence Public School and Staff Administrators.
Effective July 1, 2007 to June 30, 2010

Should you have any questions, concerns, please feel free to call.

Sincerely,



Mark Duthain
Chief Financial Officer

MD/lm

An Equal Opportunity employer, The Providence School Department does not discriminate on the basis of race, age, sex, religion, sexual orientation, gender identity or expression, national origin, color, disability or veteran status. Vision: The Providence Public School District will be a national leader in educating urban youth. Mission: The Providence Public School District will prepare all students to succeed in the nation's colleges and universities, and in their chosen professions.

192 employees

TENTATIVE CONTRACT

between the

**ASSOCIATION OF PROVIDENCE
PUBLIC SCHOOL AND STAFF
ADMINISTRATORS**

and the

PROVIDENCE SCHOOL BOARD

for the years

July 1, 2007 to June 30, 2010

2009-08-19 07:51
192 employees

Page 1 of 8

Preamble

The Providence School Board and the Association of Providence Public School and Staff Administrators believe that this Contract creates a powerful and effective foundational partnership that supports each child of the Providence School System in reaching high academic and cultural standards.

The parties agree that within the framework of "Realizing the Dream" and the Providence Effective Schools Initiative (PESI), strong strides will be made toward a deep professional collaboration that communicates well and serves students, teachers, parents, and the public. Ultimately, Professional Learning Communities will spring from this foundational partnership. These Communities will reflect an understanding of the diversity of Providence's learning cultures and will commit to service and to problem solving for powerful solutions.

The parties' collaborative roles hold the potential to serve and guide our school communities toward successful public and political advocacy that can break through the barriers toward gaining and sustaining high student academic performance, excellence in teaching, informed parental involvement, and committed partnerships.

The Association of Providence Public Schools and Staff and the Providence School Board acknowledge and support these expressed ideals. The parties publicly commit our energies toward realizing them.

No changes in the following articles:

Article I Union Recognition

Article II Dues Collection

Article III Negotiating Ratios/Titles/Classifications
of New Positions

Article IV Assignment of Duties

Article V Probationary Period

Article VI Complaints and Human Resource's File

Article VII Acting Positions

Article VIII Sick Leave

Article IX Emergency Sick Leave Bank

Article X Personal Leave

Article XI Health Insurance

Article XII Domestic Partners

Article XIII Medical Benefits After Retirement

Article XIV Seniority Defined

Article XVI Loss of Seniority

Article XVII Requested Transfers

Article XVIII Transfers Within Classification

Article XIX Transfers Out Of Classification

Article XX Grievance Procedure

Article XXI Administrative Lay-Offs

**Article XXII Central Administrators' Holidays, Work Day,
Vacation Benefits**

Article XXVIII Management Clause

Article XV CLASSIFICATIONS

- A.....High School Principals
- B.....Directors, Administrators
- C.....Middle School Principals
- D.....Elementary School Principals
- E.....Deans of Teaching and Learning, Supervisors,
School Coordinators, Operations Officers,
10 Month Supervisors
- F.....High School Assistant Principals
- G.....Middle School Assistant Principals
- H.....Elementary School Assistant Principals

Article XXIV EVALUATION PROCEDURE

Section A Evaluations

Each administrator will be evaluated by his/her certified immediate supervisor unless the Superintendent and APPSSA mutually agree upon an exception to this rule. The Superintendent or his/her designee and a representative of APPSSA will mutually agree upon the timelines, procedures, and instruments used in these evaluations.

Section B Probationary Administrators

Every administrator on probationary status will be evaluated yearly.

Section C Frequency of Evaluations

Beginning in the year 2007-2008, every administrator not on probation who has received an average proficiency rating minimum of 4 on his/her last evaluation in 2006-2007 will be evaluated every three years. The next evaluation for that administrator will occur in the year 2010-2011 unless the following occurs: the School Department has sufficient cause to question the performance of said administrator; at that point, the School Department, after sharing its concerns with the administrator and APPSSA, may initiate an evaluation at any time. The administrator will have one calendar year, beginning with the onset of that evaluation, to improve his/her performance or possibly suffer the loss of his/her administrative position. The School Department during that year will support the efforts of that administrator through a Performance Assistance Plan (refer to Article XXV).

Section D Exceptions

An administrator who received a proficiency rating or average minimum of 3 or lower in the year 2006-2007 will be evaluated in the year 2007-2008. If he/she receives an average proficiency rating minimum of 4 in that evaluation, he/she will not be evaluated again until 2011-2012 unless the School Department can show cause why the administrator should be evaluated sooner (see Section C); that administrator will be on a three year cycle thereafter.

Section E Performance Review

Every administrator will undergo a performance review yearly to ensure compliance to the District's and I-Plan's goals by his/her immediate supervisor.

Section F Appeals Process

This Section, formally Section B, remains the same

Article XXV PERFORMANCE ASSISTANCE PLAN

1. In the event that an administrator is evaluated because of performance concerns (refer to Article XXIV, Section C), that administrator will be placed on a Performance Assistance Plan by the School Department for that year during which the administrator will be offered reasonable assistance by the School Department to improve his/her performance.
2. Except in cases of illegality or clearly arbitrary conduct, defined for purposes of this evaluation/performance assistance plan as being conduct which is violative of the substantive provisions of the model, APPSSA will not contest the administrator being removed from his/her administrative position if, after a year on a Performance Assistance Plan, the administrator continues to receive an unsatisfactory evaluation as herein defined.
3. No changes

Article XIII BUILDING ADMINISTRATORS' WORK YEAR, DAY

Section A Work Year

1. The work year for elementary principals and 10-Month Supervisors is 204 days; the work year for middle school principals is 208 days; the work year for high school principals is 210 days. However, at the Superintendent's discretion, he/she may increase the work year for any level (i.e., classification) of principal up to five (5) days over the life of this Contract. All principals will work all those days the entire faculty is required to be present (181 days). Principals will also designate five (5) building days to work, informed by the needs of his/her building, and which may include days during the Christmas, February, and April vacations; five (5) work days are to be mutually agreed upon between the individual principal and his/her immediate supervisor; and the remaining work days are to be established by the Superintendent. Any increase in the length of the school year when the entire faculty is required to be present will subsequently reduce the number of mutually agreed upon days. A principal must notify his/her immediate supervisor of each of the building days at least five working days prior to the designated building day date.
2. All assistant principals will have a 204 day work year. They will work all those days the entire faculty is required to be present (181 days); ten (10) work days will be determined by his/her principal, but may not include days during the Christmas, February, and April vacations; and the remaining days are to be established by the Superintendent. Any increase in the school year when the entire faculty is required to be present will subsequently reduce the number of principal-determined days.
3. With the exception of the building days designated by the principals, the Superintendent will publish an administrators' work day calendar no later than May 31st of the preceding year.

Section B Work Day

No changes

SALARY SCHEDULE

Section A Ratios

Ratios for the years 2007-2008, 2008-2009, and 2009-2010 will be computed using the teachers' salary at the highest step.

High School Principals (210 days).....	1.621
Directors (12 months).....	1.515
Deans of Teaching and Learning (12 months).....	1.515
School Coordinators (12 months).....	1.498
Administrators (12 months).....	1.486
Middle School Principals (208 days).....	1.480
Supervisors (12 months).....	1.419
Elementary School Principals (204 days).....	1.390
10 Month Supervisors (204 days).....	1.340
High School Asst. Principals (204 days).....	1.348
Middle School Asst. Principals (204 days).....	1.295
Elementary School Asst. Principals (204 days).....	1.256
Operations Officers (12 months).....	1.256

Section B Additional Work Days

Any increase in the number of workdays as specified in Article XXIII, Section A, Paragraph 1 shall be compensated at a per diem rate for each day.

Section C Principals' Large School Stipends

No changes

Section D Professional Advancement Schedule

No changes

Section E Longevity Pay

No changes

APSSA impact from new PTU agreement

Proposal	Financial Impact			
	2007-08	2008-09	2009-10	2010-11
1% salary increase 9/4/08	-	-	95,258	-
1% salary increase 1/30/09	-	-	96,210	-
1% salary increase 6/25/09	-	-	97,173	-
Retro; 10th step only	-	-	142,887	-
Advance degree increase	-	-	-	6,000
Employee benefits on increase	-	-	84,321	-
Subtotal	\$ -	\$ -	\$ 515,848	\$ 6,000
Increase coshare to 15%	-	-	(74,231)	(74,231)
Health Care Plan Redesign				
Change ER co-pay \$25 to \$100 cap \$200/\$300			(6,363)	(6,363)
Change Rx from \$5/\$10 to \$5/\$15			-	(7,953)
One year cost/(savings)	\$ -	\$ -	\$ 435,255	\$ (82,547)
Prior year carry forward	-	-	-	372,962
Cummulative cost/(savings)	\$ -	\$ -	\$ 435,255	\$ 290,414
Total cost 09 - 11			\$	\$ 725,669

ARTICLE I UNION RECOGNITION

The School Board recognizes APPSSA as the exclusive bargaining representative for all those persons in the Bargaining Unit, which consists of all certified administrators below the rank of Assistant Superintendent; excluding those whose position requires the holding of a superintendent's certificate and the person in charge of the Office of Human Resources.

ARTICLE II DUES COLLECTION

The School Board will withhold from the paycheck of each eligible APPSSA administrator an amount of money equal to the Union dues, or representation benefit fee, as determined by the Union, and will transmit said monies to the Union in accordance with instructions from the Union. An eligible administrator is defined as one whose position requires an administrative certificate, but not a superintendent's certificate. The total amount of such sums deducted shall be forwarded to the Union Treasurer no later than thirty (30) days after each deduction was made together with the name of the individual, the period covered, and such other information as may be necessary to the Union to maintain its records.

ARTICLE III NEGOTIATING RATIOS/CLASSIFICATIONS OF NEW POSITIONS

When a new administrative position is created that does not fall into a current classification, the salary, title, and the classification in which the position will be placed will be mutually agreed upon after negotiations between the Superintendent and APPSSA.

ARTICLE IV ASSIGNMENT OF DUTIES

All administrators shall carry out all assigned duties, shall comply with all lawful administrative directives, and shall discharge the duties required by the laws of the State of Rhode Island and the policies of the School Board.

ARTICLE V PROBATIONARY PERIOD

1. An employee shall have no seniority rights during the probationary period. Upon completion of the probationary period, he/she shall have seniority in a classification equal to the total period of his/her administrative employment in the Providence School Department.
2. The probationary period for an employee hired or transferred into the Union during which period the employee may be discharged or transferred from the ranks of the administrators without recourse from the Union shall be two years.
3. In the event of a transfer or promotion from one classification to another classification within the Union, the first two years of employment within the classification to which the employee is transferred or promoted shall be the probationary period during which the employee will not have seniority rights in the classification to which he/she has been transferred, and may be transferred back to the former classification if he/she fails to satisfactorily perform the work in the new classification.

ARTICLE VI COMPLAINTS AND HUMAN RESOURCE'S FILE

Any complaints regarding an administrator by a parent, student, teacher, or any other person who identifies him/herself will promptly be called to the attention of the administrator. No anonymous letter or material will be placed in the Human Resources' file of an administrator, and the administrator will be provided a copy of all signed material. The administrator will have the opportunity to rebut any allegations contained in such material and such rebuttal will become part of the administrator's file. The administrator will also have the right to avail him/herself of the Grievance Procedure (Article XX) in order to have such material removed from his/her file. All administrators will have the right to examine his/her file upon request and make copies of what is contained therein.

ARTICLE VII ACTING POSITIONS

Section A Certification

No one may serve in an acting and/or temporary administrative capacity unless he/she is fully certified for that position, or hold an emergency certificate issued by the Rhode Island State Department of Education.

Section B Seventy-Five Day Limit

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

Section C Compensation

Any administrator who is filling a position in a classification higher than he/she currently holds in an acting or temporary capacity shall be compensated at the salary schedule for that higher position.

ARTICLE VIII SICK LEAVE

Sick leave shall be granted to administrative/management personnel in accordance with the Union Agreement for teaching personnel adjusted on a pro-rated monthly basis

ARTICLE IX EMERGENCY SICK LEAVE BANK

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

ARTICLE X PERSONAL LEAVE

Personal leave shall be granted to administrative personnel in accordance with the Union Agreement for teaching personnel with three exceptions: viz., personal leave without pay shall not be granted to an administrator if he/she requests such leave to take employment of any nature elsewhere; the Superintendent may grant sabbatical leaves of absence for study or independent research to those administrators who apply; and personal leave without pay for any length of time may be granted to an administrator at the Superintendent's discretion.

ARTICLE XI HEALTH INSURANCE

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

ARTICLE XII DOMESTIC PARTNERS

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

ARTICLE XIII MEDICAL BENEFITS AFTER RETIREMENT

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

ARTICLE XIV SENIORITY DEFINED

Section A For Longevity Pay and Vacation Benefits

Seniority for longevity pay and vacation benefits shall be defined as, and determined by, the total length of service both as a teacher and administrator in the Providence School Department.

Section B For Lay-Offs

1. Seniority for lay-off purposed is defined as and shall be determined by the total length of service in a full-time administrative position in the Providence School Department. In the event of a tie, total years/month/days of continuous service, both teaching and administrative, within the Providence School Department shall be the tie-breaker.
2. The School Department shall keep a record of each member of the Unit showing the classification in which he/she has worked while in the employ of the School Department and the length of time he/she has worked in each full-time administrative position(s). The School Department will furnish a Seniority List to the Union every January reflecting the current seniority of each of its members.
3. An administrator who voluntarily leaves an administrative position and returns to teaching shall forfeit all previously accrued administrative seniority in the event he/she is promoted again to the administrative ranks.
4. Any administrator who in involuntarily reassigned to teaching (save for performance failure) or who is separated from the Providence School Department (save for performance failure) and who subsequently recalled to an administrative vacancy, or is promoted to such a position, carries his/her previously accrued administrative seniority into the new position. Time spent in the teaching ranks, or on lay-off between administrative positions, shall not be counted toward administrative seniority.

ARTICLE XV CLASSIFICATIONS

<u>Classification</u>	<u>Positions</u>
A.....	High School Principals
B.....	Directors, Administrators
C.....	Middle School Principals
D.....	Elementary School Principals
E.....	Deans of Teaching and Learning, Supervisors, School Coordinators, Operations Officers, 10 Month Supervisors
F.....	High School Assistant Principals
G.....	Middle School Assistant Principals
H.....	Elementary School Assistant Principals

ARTICLE XVI LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:
(a) voluntary quitting,
(b) discharge,
(c) failure to return after expiration of authorized leave.

ARTICLE XVII REQUESTED TRANSFERS

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

ARTICLE XVIII TRANSFERS WITHIN CLASSIFICATION

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

ARTICLE XIX TRANSFERS OUT OF CLASSIFICATION

1. After consulting with the appropriate administrator, supervisors, and the Union, and after presenting a rationale to the administrator in question and the Union, the Superintendent shall have the right to transfer said administrator to a classification and position below the one held by the administrator. The transfer will not affect the administrator's classification or title on the record, and the administrator will continue to be paid the salary for the position he/she held prior to the transfer.
2. In the event that the Union does not concur with the Superintendent's decision and chooses to contest that decision, the Union shall do so beginning at Level 2 (Board) of the Grievance Procedure (Article XX).

ARTICLE XX GRIEVANCE PROCEDURE

Preamble

It is the declared objective to encourage the prompt and informal resolution of administrator or Union disputes as they arise, and to provide resources to orderly procedures for the satisfactory adjustment of the disputes. Administrators shall be excused from duty without loss of pay in the processing of a grievance.

Definition

A grievance shall mean a complaint or claim by an administrator filed by the individual administrator or the Union that the administrator or the Union has been treated inequitably or unfairly by reason or an act or condition which is contrary to established policy or practice governing or affecting administrators or the Union or contrary to established professional ethics or standards.

Section A Level 1 Superintendent or His/Her Designee

1. An administrator shall submit his/her grievance in writing on a Union Grievance Form to the Union.
2. Within five (5) working days after receipt of the grievance, the Union shall present the grievance to the Superintendent or his/her designee. The administrator and the Union and the Superintendent or his/her designee shall confer on the grievance within seven (7) work days of the date of presentation by the Union to the Superintendent or his/her designee with a goal of arriving at a mutually satisfactory resolution of the complaint. At this conference, the administrator and the Union will present the grievance.
3. The Superintendent or his/her designee shall convey his/her decision in writing to the aggrieved administrator and the Union within five (5) work days after the conference.

Section B Level 2 School Board

An appeal of the decision from Level 1 may be made in writing, signed by the Union, to the School Board within ten (10) work days after the decision from Level 1 has been received. A meeting of the School Board shall be held within fifteen (15) work days after the appeal from Level 1 is received. Present at this meeting of the School Board will be the administrator and a representative of the Union. The administrator and the Union shall receive at least three (3) work days notice of the meeting and shall have the opportunity to be heard. The Superintendent may be present at the meeting to state his/her view. The School Board shall notify the administrator and the Union in writing of its decision within ten (10) work days after the hearing.

Section C Level 3 Arbitration

This section shall be the same for administrators as it is in the Union Agreement for teaching personnel from Section 15-2.3 to Section 15-3.3.

ARTICLE XXI ADMINISTRATIVE LAY-OFFS

1. In the event that schools become consolidated or any position is abolished, administrators shall be reassigned first –on the basis of seniority- to the position held by the least senior administrator within that classification for which the more senior administrator is certified. If the more senior administrator cannot qualify for a position within that classification, he/she falls under the provisions of the following paragraph.
2. That displaced administrator shall then be reassigned –on the basis of seniority- to an administrative position previously held by the administrator in those classifications alphabetically below that classification from which the administrator has been displaced (see Article XV). The Superintendent or his/her designee shall determine the specific administrative assignment.
3. The provisions of the previous paragraph shall be repeated for each displaced administrator.
4. The last displaced administrator shall then be assigned to work of a similar or comparable nature if such work exists, or to a teaching position within the person's area(s) of certification in accordance with the Collective Bargaining Agreement with the Providence Teachers Union provided that he/she has had experience as a full-time teacher within the Providence School Department.

**ARTICLE XXII CENTRAL ADMINISTRATORS' HOLIDAYS,
WORK DAY, VACATION BENEFITS**

Section A Holidays

1. Twelve month administrative personnel shall work all weekday except the following holidays:

New Years Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Election Day (if schools closed)
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Victory Day	Christmas
Labor Day	

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

2. When a holiday for twelve month administrators fall on a Saturday, the Friday before the holiday will be considered a holiday day for these administrators unless it is a scheduled school day.

Section B Work Day

1. The work day for all central level administrators shall be eight (8) hours, but administrators as professionals are not considered hourly employees. It is expected that leadership and supervision will be provided when necessary to ensure the health, safety, and well being of students; and that leaders shall participate in school and district initiatives to improve teaching and learning.
2. All central level administrators will receive a one hour duty-free lunch.
3. All central level administrators shall attend meetings beyond the work day, directly related to their specific job functions, unless excused by their immediate supervisor.

Section C Vacation Benefits for Administrators Hired Before July 1, 2004

1. Twelve month administrative personnel with ten (10) or less years of seniority shall accrue vacation at a monthly rate to total twenty-five (25) days per year. Twelve month administrators with eleven (11) plus years of seniority shall accrue vacation at a monthly rate to total thirty (30) days per year.
2. Vacations will normally be taken within a reasonable time after being earned, but in no case will accumulation of earned vacation entitlement be permitted to exceed sixty (60) days. Administrative employees shall have the option of requesting the days of vacation to be taken subject to work load and the requirements of their assigned duties. Every effort will be made to maintain adequate coverage to properly implement the duties of their respective offices. Holidays and sick leave days which fall within any vacation period shall not be counted as a vacation day.

Section D Vacation Benefits for Administrators Hired After July 1, 2004

1. Twelve month administrators with six (6) months of seniority shall accrue one (1) week of vacation; twelve month administrators with one (1) year of seniority will accrue two (2) weeks of vacation; with three (3) years of seniority, three (3) weeks of vacation; with six (6) years of seniority, four (4) weeks; and with ten (10) weeks of seniority, five (5) weeks of vacation.
2. Same as Section C, Paragraph 2.

ARTICLE XXIII BUILDING ADMINISTRATORS' WORK YEAR, DAY

Section A Work Year

1. The work year for elementary principals and 10-month supervisors is 204 days; the work year for middle school principals is 208 days; and the work year for high school principals is 210 days. However, at the Superintendent's discretion, he/she may increase the work year for any level (i.e., classification) of principals up to five (5) days over the life of this Contract. All principals will work all those days the entire faculty is required to be present (181 days). Principals will also designate five (5) building days to work informed by the needs of his/her building, and which may include days during the Christmas, February, and April vacations; five (5) work days are to be mutually agreed upon between the individual principal and his/her immediate supervisor; and the remaining work days are to be established by the Superintendent. Any increase in the length of the school year when the entire faculty is required to be present will subsequently reduce the number of mutually agreed upon days. A principal must notify his/her immediate supervisor of each of the building days at least five working days prior to the designated building day date.
2. All assistant principals will have a 204 work year. They will work all those days the entire faculty is required to be present (181 days); ten (10) work days will be determined by his/her principal, but may not include days during the Christmas, February, and April vacations; and the remaining days are to be established by the Superintendent. Any increase in the school year when the entire faculty is required to be present will subsequently reduce the number of principal-determined days.
3. With the exception of the building days designated by the principals, the Superintendent will publish an administrators' work day calendar no later than May 31st of the preceding year.

Section B Work Day

The work day for all building level administrators shall be eight (8) hours and shall include a one hour duty-free lunch, preferably on site; but administrators as professionals are not considered hourly employees. It is expected that leadership and supervision will be provided when necessary to ensure the health, safety, and well being of students; and that leaders shall participate in school and district initiatives to improve teaching and learning.

ARTICLE XXIV EVALUATION PROCEDURE

Section A Evaluations

Each administrator will be evaluated by his/her certified immediate supervisor unless the Superintendent and APPSSA mutually agree upon an exception to this rule. The Superintendent or his/her designee and a representative of APPSSA will mutually agree upon the timelines, procedures, and instruments used in these evaluations.

Section B Appeals Process

1. If an administrator disagrees with his/her evaluation because of perceived errors in the process, or what he/she perceives as errors of fact, then the administrator accompanied by a representative of APPSSA (if he/she so wishes) will have an opportunity to meet with his/her supervisor to present his/her case for changing the original evaluation.
2. If, in the Union's view, and after the administrator has availed him/herself of the initial appeal as delineated in the preceding paragraph, the evaluation remains flawed because of substantive errors of process or errors of fact, and/or arbitrary or capricious conduct by the supervisor, the Union, acting on behalf of the administrator, may use the Grievance Process as stated in Article XX.

ARTICLE XXV GROWTH PLAN

1. In the event that an administrator receives an unsatisfactory evaluation at the end of the school year as defined in the model agreed to by APPSSA and the school department, then that administrator will have one additional year in which to improve his/her evaluation by receiving a satisfactory evaluation the second year, or suffer the loss of his/her administrative position. The second year-to-improve will involve placing the administrator on a 'Growth Plan'.

2. Except in cases of illegality or clearly arbitrary conduct, defined for purposes of this evaluation/growth plan as being conduct which is violative of the substantive provisions of the model, APSSA will not contest the administrator being removed from his/her administrative position if, after a year on a Growth Plan, the administrator continues to receive an unsatisfactory evaluation as herein defined.
3. Said administrator will be reassigned to a teaching position within the Providence School Department in their area of certification if he/she previously held a teaching position in Providence.

ARTICLE XXVI SALARY SCHEDULE

Section A Ratios

Ratios for the year 2007-2008, 2008-2009, and 2009-2010 will be computed using the teachers' salary at the highest step.

High School Principals (210 days).....	1.621
Directors (12 months).....	1.515
Deans of Teaching and Learning (12 months).....	1.515
School Coordinators (12 months).....	1.498
Administrators (12 months).....	1.486
Middle School Principals (208 days).....	1.480
Supervisors (12 months).....	1.419
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High School Asst. Principals (204 days).....	1.348
Middle School Asst. Principals (204 days).....	1.295
Elementary School Asst. Principals (204 days).....	1.256
Operations Officers (12 months).....	1.256

Section B Additional Work Days

Any increase in the number of work days as specified in Article XXIII, Section A, Paragraph 1 shall be compensated at a per diem rate for each day.

Section C Principals' Large School Stipends

Elementary school principals with enrollments between 550 and 849 students will receive a yearly stipend of \$1,000; elementary school principals with an enrollment

of over 850 students will receive a yearly stipend of \$1,500. Middle school principals with enrollments of between 700 and 849 students will receive a yearly stipend of \$1,000; middle school principals with enrollments of over 850 students will receive a yearly stipend of \$1,500. High school principals with an enrollment of over 1,100 students will receive a stipend of \$2,000 (this does not apply to high school principals with Learning Center Directors). If applicable, principals appointed to these positions for at least half the school year are eligible to receive the stipend on a pro-rated basis. The average enrollment will be determined by the Resident Average Daily membership computed at the end of the school year by the school department; the stipend checks will be issued at that time.

Section D Professional Advancement Schedule

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

Section E Longevity Pay

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

ARTICLE XXVII SATURDAY/SUMMER PROGRAMS

1. The Superintendent may designate certain Saturday or summer programs as supplementary or mandatory thus calling for additional compensation for the administrator thus employed.
2. In the event that additional administrative employment opportunities arise for Saturday or summer programs, administrators' compensation will be determined by multiplying the teachers' after-school hourly rate for that given year by the middle school principals' ratio for the same year; compensation for this employment must be specifically authorized in advance by the Superintendent. However, in the event of a mandatory program on a Saturday or on a day or days above and beyond the contractual work year, the building level administrator will be compensated at their daily rate of pay.
3. Building level administrators in whose building the employment opportunity occurs will be given first consideration for this employment. If the building level administrator chooses not to take the position offered and other administrators apply, the position will be awarded by the supervisor after judging the qualifications of the respective applicants.

ARTICLE XXVIII MANAGEMENT CLAUSE

Except as abridged or restricted by any provision in this Agreement or by applicable law, the Employer shall have the exclusive right to supervise and control all of its departments, schools, and employees; to issue reasonable rules and regulations, and to exercise any and all rights and authority granted to the City as employers by statute, ordinance, and applicable regulations, and to comply with its responsibilities there under. The Employer agrees that no such rights or authority shall be exercised in violation of this Agreement. Further, the exercise of rights normally entrusted to management shall be subject to any obligations the Employer may have under Rhode Island law.

APPENDIX I

SALARY SCHEDULE

POSITIONS	RATIOS	2007-2008	2008-2009	2009	2009-2010
		7-1-07 9-3-08 X67,033	9-4-08- 1-30-09 X67,703	2-1-09- 6-24-09 X68,380	6-25-09- 6-30-10 X69,064
High School Principals (210 days)	1.621	108,660	109,746	110,843	111,952
Directors (12 months)	1.515	101,555	102,570	103,595	104,631
Deans of Teaching and Learning (12 months)	1.515	101,555	102,570	103,595	104,631
School Coordinators (12 months)	1.498	100,415	101,419	102,433	103,457
Administrators (12 months)	1.486	99,611	100,606	101,612	102,629
Middle School Principals (208 days)	1.480	99,208	100,200	101,202	102,214
K-8 Principals (206 days)	1.435	96,192	97,153	98,125	99,106
Supervisors (12 months)	1.419	95,119	96,070	97,031	98,001
Elementary School Principals (204 days)	1.390	93,175	94,107	95,048	95,998
10-Month Supervisors (204 days)	1.340	89,824	90,722	91,629	92,545
High School Assistant Principals (204 days)	1.348	90,360	91,263	92,176	93,098
Middle School Assistant Principals (204 days)	1.295	86,807	87,675	88,552	89,437
Elementary School Assistant Principals (204 days)	1.256	84,193	85,034	85,885	86,744

AGREEMENT

Entered into this 3rd day of September, 2009 by and between the City of Providence School Board and the Association of Providence Public School and Staff Administrators, Local 5 AFSA effective July 1, 2007 to June 30, 2010.

Whereas the parties have conducted good faith negotiations and such negotiations have resulted in agreement for a collective Bargaining Agreement effective July 1, 2007 to June 30, 2010; and

Whereas the parties hereto desire to codify their agreement and be bound by the same:

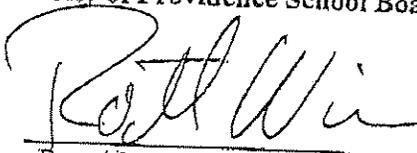
THE PARTIES HEREBY AGREE

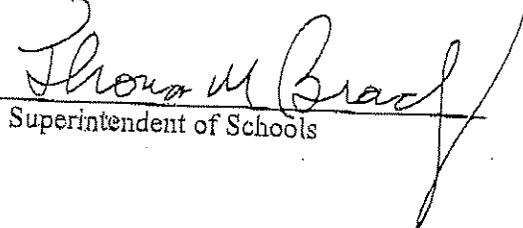
1. The document entitled Agreement between the Providence School Board and the Association of Providence Public School and Staff Administrators Local 5 AFSA, AFL-CIO, as amended effective July 1, 2004 to June 30, 2007 is herein incorporated by reference as if fully reproduced. The terms and conditions of that agreement, as amended, shall continue and remain in effect for the period of July 1, 2007 to June 30, 2010 except as expressly modified herein.

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

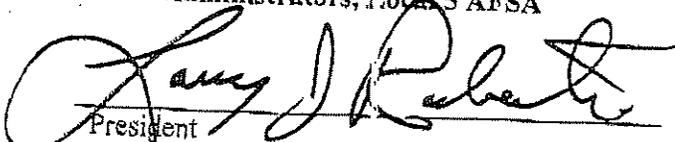
2. The within agreement has been ratified by the Association of Providence Public School and Staff Administrators and Providence School Board. The within Agreement is subject to appropriate ratification by the Providence City Council.

City of Providence School Board


Board President


Superintendent of Schools

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


President


Chief Negotiator



Finance Department
"Building Pride in Providence"

September 16, 2009

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

Dear Chairman Igliazzi:

Before you for your consideration is the tentative contract dated July 1, 2007 between the Association of Providence Public School and Staff Administrators and the Providence School Board. Also attached is an impact analysis on the APSSA contract prepared by Mr. Mark Dunham, the School's Finance officer. This contract was ratified by the Providence School Board on June 11, 2009 by a vote of five in favor, zero opposing.

CONTRACT CHANGES

The following articles have changes in the tentative contract.

<i>ARTICLE</i>	<i>CHANGE</i>
Article 15; Classifications	<ul style="list-style-type: none">• No change in classifications A,B,C or D• Section E; addition of "10 month Supervisors"• Section F; change to "High School Assistant Principals" only, and eliminated "all Assistant Principals" and "10 Month Directors"• Section G; added new classification "Middle School Assistant Principals"• Section H; added new classification, "Elementary School Assistant Principals"

Fiscal Note; Association of Providence Public School and Staff Administrators, June 2009

Article 23; Building Administrators' Work Year / Day	<p><u>Section A:</u></p> <ul style="list-style-type: none"> • Additional language in paragraph 1 • New paragraphs 2 and 3 added. <p><u>Section B:</u></p> <ul style="list-style-type: none"> • No change
Article 24; Evaluation Procedure	<p><u>Section A, Evaluations:</u></p> <ul style="list-style-type: none"> • Expanded language <p><u>Section B, Appeals Process:</u></p> <ul style="list-style-type: none"> • No change
Article 26; Salary Schedule	<p><u>Section A; Ratios-</u></p> <ul style="list-style-type: none"> • Change in dates to correspond to contract period • New category; "10 Month Supervisors (204 days).....1,340. • No other changes in ratios. <p><u>Section B; Additional Work Days-</u></p> <ul style="list-style-type: none"> • New section added <p><u>Section C; Principal's Large School Stipend/Section D; Professional Advancement Schedule/Section E; Longevity Pay-</u></p> <ul style="list-style-type: none"> • No change

Based on the analysis prepared by Mr. Dunham, the total fiscal impact for this contract totals approximately \$726K over fiscal years 2010 and 2011; \$435.2K for FY 2010 and \$290.4K for FY 2011.

The financial components of this agreement include salary and wage adjustments plus changes in employee health benefits which are identical to the teacher's new labor contract. The financial impact for each are outlined below. Mr. Dunham has provided a schedule that reflects these amounts.

Salary and Wage Increases

- 1% increases due September 4, 2008, January 30, 2009 and June 25, 2009. The total of these increases equals \$288,641.
- There is a retroactive adjustment for all employees. This totals \$142,887.
- It is anticipated that increase in benefits associated with the 1% increases will have an \$84K budgetary impact.
- There is a provision of an advance degree provision effective in FY 2011. The annual impact is expected to be \$6,000.
- The total impact for the above wages and benefits total \$515,848 for FY 2010 and \$6,000 for FY 2011.

Health Benefit Changes

- Increase premium co-share to 15%, this will reduce annual expenses by \$74,231 annually.
- Increase emergency room co-pays from \$25 to \$100 with an annual cap of \$200/\$300. It is expected that this change in plan design will save approximately \$6.4K annually.
- Increase Rx from \$5/\$10 to \$10/\$15. It is expected that this change in plan design will save approximately \$8K annually beginning in FY 2011.
- The total savings for the above health benefits total \$ 80,594 for FY 2010 and \$88,547for FY 2011 thereby netting to an approximate \$435,000 annual increase.

Respectfully Submitted;

Bruce T. Miller

Bruce T. Miller
Finance Director

APSSA impact from new PTU agreement

Proposal	Financial Impact			
	2007-08	2008-09	2009-10	2010-11
1% salary increase 9/4/08	-	-	95,258	-
1% salary increase 1/30/09	-	-	96,210	-
1% salary increase 6/25/09	-	-	97,173	-
Retro; 10th step only	-	-	142,887	-
Advance degree increase	-	-	-	6,000
Employee benefits on increase	-	-	84,321	-
Subtotal	\$ -	\$ -	\$ 515,848	\$ 6,000
Increase coshare to 15%	-	-	(74,231)	(74,231)
Health Care Plan Redesign	-	-	-	-
Change ER co-pay \$25 to \$100 cap \$200/\$300	-	-	(6,363)	(6,363)
Change Rx from \$5/\$10 to \$5/\$15	-	-	-	(7,953)
One year cost/(savings)	\$ -	\$ -	\$ 435,255	\$ (82,547)
Prior year carry forward	-	-	-	372,962
Cummulative cost/(savings)	\$ -	\$ -	\$ 435,255	\$ 290,414
Total cost 09 - 11				\$ 725,669