

FEB 28 1989

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT MADE AND ENTERED INTO on this _____ day of June, 1988, by and between the Providence School Board of the City of Providence, Rhode Island, (hereinafter referred to as the "Board") and the Providence Teachers Union, AFT #958, AFL-CIO, (hereinafter referred to as the "Union").

NOW, THEREFORE, THE BOARD AND UNION HERETO TENTATIVELY AGREE as follows pending ratification by the Board and Union:

The Collective Bargaining Agreement of September 1, 1985 to August 1988 as amended by and between the Board and the Union with the following additions, deletions and other amendments shall be the September 1, 1988 to August 31, 1991 Collective Bargaining Agreement by and between the Board and the Union:

EFFECTIVE SEPTEMBER 1, 1988:

APPENDIX A

A-1. ADD: "TEACHERS' BASIC SALARY SCHEDULE
"September 1, 1988 to August 31, 1989"

"Step	
" 1	\$19,305
2	21,289
3	22,921
4	24,552
5	26,185
6	27,816
7	29,597
8	31,081
9	32,416
10	35,605"

A-2. ADD: "PROFESSIONAL ADVANCEMENT SCHEDULE
"September 1, 1988 to August 31, 1989"

"Bachelor's Plus 30 Hours	\$1,355
Master's	1,755
Master's Plus 30 Hours	2,157
Doctorate	2,557"

A-3. ADD: "LONGEVITY SCHEDULE
"September 1, 1988 to August 31, 1989"

"20 years (15 of which have been in Providence) \$ 972
25 years (20 of which have been in Providence) 1,087"

5-6.1. ADD the following to 5-6.1:

"Additional time may be granted at the discretion of the Superintendent of Schools."

INITIALS _____ DATE: _____

8-8. ADD: "The Superintendent's first priority shall be to delay the opening of schools, weather and road conditions permitting

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

ADD new 11.9 as follows:

"11.9. Any teacher who is eligible for a service retirement benefit from the Rhode Island Employees Retirement System and who upon retirement from the Providence School Department is a coach shall at his/her discretion continue to coach up to a maximum of two (2) sports per school year that he/she was coaching at the time of his/her retirement

12-6. ADD to end of first sentence:

"...by the Superintendent, except that the teacher who has been interviewed within the twelve (12) months preceding a scheduled interview may opt not to be interviewed again for the same posted position, and further, the screening panel in this event shall consider said person's prior interview in determining the top three (3) applicants being recommended to the Superintendent."

14-14.1.1. ADD:

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

14-14.1.2. ADD:

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

INITIALS _____

DATE: _____

14-14.1-8. Part-time Teachers: Add the following to the end of the last sentence of the 3rd paragraph:
"only provided that unemployed long-term substitutes awaiting recall have been informed by letter from the Personnel Office that refusal of the part-time position which must be in writing may result in the part-time teacher who is being provided with a regular appointment becoming more senior on the lay-off and recall seniority lists."

17-3.1. CHANGE "three (3)" to "ten (10)".

APPENDIX

B-8. DELETE B-8 from Appendix B.

ADD new B-8 to Appendix B as follows:

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

"Teachers shall be compensated at the rate of \$13.50 per hour in each of those programs which require certified teaching personnel. Effective as of the close of the last school day of the 1988-1989 school year, the hourly rate shall be \$16.50 per hour; effective as of the close of the last school day of the 1989-90 school year, the hourly rate shall be \$19.50 per hour; and effective as of the close of the last school day of the 1990-91 school year, the hourly rate shall be \$22.50 per hour."

B-9. ADD the following to B-9 of Appendix B:

"Academic Decathlon Coach 10%
"One (1) for each High School and the Alternate Learning Program (ALP)"

B-10. CHANGE B-10 of Appendix B to read as follows:

"B-10. Pay for Help at Athletic Events

"Teachers officially designated by the home-team athletic director as helpers at athletic events shall be paid \$13.50 for each event. Effective July 1, 1989, the rate shall be \$16.50 for each event; effective July 1, 1990, the rate shall be \$19.50 for each event; and effective July 1, 1991, the rate shall be \$22.50 for each event."

A-C DELETE C-13 of Appendix C.

A-C ADD new C-13 to Appendix C as follows:

"C-13. The Individual and Family Plan Organ Transplant Rider shall be fully paid by the Board."

INITIALS _____ DATE: _____

A-C ADD new C-14 to Appendix C as follows:

"C-14. The Board shall provide and fully pay the cost of the individual plan for any teacher who is eligible to retire from the Rhode Island Employees Retirement System without incurring an actuarial deduction and who retires effective June 30, 1989 or after and the cost of the individual plan for his/her spouse up through their attainment of age sixty-five (65) for the following medical coverages:

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

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

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

*The family plan shall be provided to those retirees who have eligible unmarried dependent children to age 19 pursuant to Blue Cross, Blue Shield, Major Medical rules and/or eligible dependent student children order to provide the student rider to age 26. All other retirees and their spouses will have separate individual plans as provided in C-14 hereinabove."

C-15. ADD the following as a new C-15 to Appendix C:

"C-15. The Board may offer medical coverage equivalent to Blue Cross, Blue Shield, Major Medical and all riders provided in Appendix C hereinabove only after said equivalent medical coverage has been accepted and ratified as an amendment to this Collective Bargaining Agreement by the Union membership."

INITIALS _____ DATE: _____

A-D. ADD New Appendix D as follows:

"APPENDIX D
"1988-1989 SCHOOL CALENDARS

"A-D.1. 180-Day School Calendar:

"TERMS:

"FIRST: Begins September 2, 1988
Ends January 27, 1989
"SECOND: Begins January 30, 1989
Ends June 21, 1989 or the 180th day

"QUARTERS:

	<u>DAYS</u>
"FIRST: Begins September 2, 1988 Ends November 10, 1988	44
"SECOND: Begins November 14, 1988 Ends January 27, 1989	45
"THIRD: Begins January 30, 1989 Ends April 7, 1989	44
"FOURTH: Begins April 10, 1989 Ends June 21, 1989	47
	180

"DAYS SCHOOL NOT IN SESSION:

"1988: September 5, Monday, Labor Day
September 12, 13, Monday and Tuesday, Rosh Hashanah
September 21, Wednesday, Yom Kippur
October 10, Monday, Columbus Day
November 8, Tuesday, Election Day
November 11, Friday, Veterans Day
November 24, 25, Thursday and Friday, Thanksgiving Recess
December 23 through January 2, Christmas Recess

"1989: January 16, Monday, Martin Luther King Day
February 20 through 24, Monday through Friday, Mid-Winter Recess
March 24, Friday, Good Friday
April 17 through 21, Monday through Friday, Spring Recess
May 29, Monday, Memorial Day

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

INITIALS _____ DATE: _____

"A-D.2. 230-Day School Calendar:

"TERMS:

"FIRST: Begins July 1, 1988
Ends January 27, 1989

"SECOND: Begins January 30, 1989
Ends June 26, 1989 or the 230th day

"QUARTERS:

DAYS

"FIRST:	Begins July 1, 1988 Ends November 10, 1988	87
"SECOND:	Begins November 14, 1988 Ends January 27, 1989	45
"THIRD:	Begins January 30, 1989 Ends April 14, 1989	53
"FOURTH:	Begins April 24, 1989 Ends June 26, 1989	45
		<u>230</u>

"DAYS SCHOOL NOT IN SESSION:

"1988: July 4, Independence Day
August 8, Victory Day
September 5, Monday, Labor Day
September 12, 13, Monday and Tuesday, Rosh Hashanah
September 21, Wednesday, Yom Kippur
October 10, Monday, Columbus Day
November 8, Tuesday, Election Day
November 11, Friday, Veterans Day
November 24, 25, Thursday and Friday, Thanksgiving Reces
December 23 through January 2, Christmas Recess

"1989: January 16, Monday, Martin Luther King Day
February 20, Washington's Birthday
March 24, Friday, Good Friday
April 17 through 21, Monday through Friday, Spring Reces
May 29, Monday, Memorial Day

"In the event the 230th school day cannot be met by the stipulation of this 230-day school calendar, the Union and the Board shall negotiate the number of days necessary for the teachers covered by said calendar to work the 230-day school year.

"NOTE: The 1989-1990 and 1990-1991 180 and 230-day School Calendars will be published and distributed as soon as available."

INITIALS _____ DATE: _____

A-F-1. INSERT after "remaining positions," in the last sentence:
"the successful applicants shall be those who have continuously job shared a position for the longest period of time; and absent seniority as job sharers or tied for seniority as job sharers".

A-H. Delete only the following from Appendix H-3:

"Meet on a scheduled basis with the laboratory resource teacher to plan and assess the status of both group and individual activities;"

and

"Work jointly with the resource teacher in the science laboratory in the demonstration of prescribed activities

The remainder of Appendix H-3 shall remain as is except a new Section H-4 shall be added as follows:

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

A-I. Appendix I Section D. Change title to read
"A-I. Homeroom, Administrative Assignments and Schedule"
and

ADD a new sub-section 3 as follows:

"3. Teachers in the ESP shall have the option of electing to schedule the ESP on a quarterly or semester basis. Such option shall be considered as elected and shall be implemented only provided that at least 75% of all of the teachers on each team have so voted in a referendum for that purpose. A decision to depart from annual scheduling shall be reviewed by all the ESP teachers no later than April of each school year and must be re-voted to remain in effect with at least 75% so voting in a referendum as a requirement to continue to do so.

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

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

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

A-J. ADD new Appendix J as follows:

"APPENDIX J
"FINANCIAL AID ADVISORS

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

"Section A. Posting and Filling FAA Positions

"1. There shall be at least two (2) Guidance Positions which shall be known as Financial Aid Advisors hereinafter referred to as the "FAA". These positions shall be filled pursuant to Article 11 titled "Posting and Filling of other Job Openings and Article 13 titled "Other Job Openings."

"2. A committee composed of the Superintendent or his designee; the Executive Director of the Public Education Fund hereinafter referred to as the "PEF" or his designee; the Chairman of the PEF or his designee, and the Chairman of Scholarship Advisory Committee * or his designee shall constitute the interviewing committee provided by Article 11, Section 7.

"3. A vacancy or a newly created position for an FAA shall be filled according to the procedures stated hereinabove, and shall not be filled subject to the transfer lists, preference sheets, or other assignment or reassignment rights pursuant to Article 14.

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

"Section B. Maintenance of Ratios

"1. The FAA positions shall be considered secondary guidance positions and shall be in addition to the number of secondary guidance positions in effect as of the 1987-1988 school year and shall not be considered in calculating the 250 to 1 ratio of students to secondary guidance counselors and the pro-rated ratio of students to guidance department heads.

"2. The FAA's shall not be considered to be part of a guidance itinerant group under 14-14.3.1 and shall not have a home-base assignment but shall be considered to be an itinerant group unto themselves for consideration under 14-14.3.1 A, B, C and D.

INITIALS _____ DATE: _____

"Section C. Opt out Provision

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

"Section D. Job Expectations and Working Conditions

"1. FAA's shall be exempt only from homeroom and administrative period assignments and shall work directly under the supervision of the Superintendent or his designee. FAA's shall not be subject to assignments in buildings by building administrators unless there is an emergency.

"2. FAA's shall work the contractual high school day and in addition are expected to run workshops for students, parents and teachers beyond the school day. The FAA's are responsible in consultation with the Executive Director of the PEF for establishing the schedule and all arrangements for said workshops. Hours worked beyond the school day will be compensated at the hourly rate pursuant to B-8.

"3. The FAA's, who are required to attend financial aid training sessions on days when school is not in session, shall be compensated 181 of their annual gross pay for each day worked and may be granted leave from such required attendance only for illness, bereavement or emergency.

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

"4. The FAA's shall be provided with the following:

"a. the opportunity to meet in large and small groups with all students, grades 7-12 by arrangement with building principals

"b. a private office or conference room in each high school in which to meet with students on an individual basis;

"c. access to student schedules in each school; and

"d. an office located in a school or central location with a cabinet with a lock, a telephone extension, access to a copy machine and clerical assistance to take messages, and to type recommendations and reports.

INITIALS _____ DATE: _____

"5. FAA's shall be expected to:

"a. provide workshops for students and parents during and after school hours in post-secondary education opportunities and the Last Dollar Scholarship Program;

"b. meet with large and small groups of students in school to explain the Last Dollar Scholarship Program;

"c. meet with individual seniors to provide information and assistance with college admission forms and financial aid applications; to provide seniors with help in search for scholarships, grants, etc.; and to assist students in interpreting and dealing with announcements and correspondence they receive from institutions and organizations they have contacted;

"d. assist students through the Last Dollar Scholarship application process;

"e. maintain all appropriate student information and records in an orderly system;

"f. make written analyses of students needs and written recommendations on scholarship assistance for each student in the program;

"g. provide written analysis and recommendations together with appropriate student information to the Executive Director of the PEF; and

"h. provide a brief quarterly report to the Superintendent and Executive Director of PEF outlining school visits, numbers of students contacted and type of contact (large, small group, individual), after school/evening meetings, etc.

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

ADD new Appendix K as follows:

"APPENDIX K

"UNION IN-SERVICE PROGRAM (UIP)

"The Board agrees to continue to provide:

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

INITIALS _____

DATE: _____

ADD new Appendix L as follows:

"Appendix L

"Joint Study Committee to Study and Make Recommendations to the Board and Union Regarding the Substitute Shortage Resulting in In-School Substitute Coverage Problems, and Teacher Recruitment Strategies Such As the Dropping of Step 1 of the Basic Salary Schedule in Appendix A-1

"A Joint Study Committee shall be established by no later than September 1, 1988.

"The purpose of said Committee shall be to study the substitute shortage resulting in in-school substitute problems and teacher recruitment strategies such as the dropping of Step 1 of the Basic Salary Schedule in Appendix A-1 and to make recommendations to the Board and Union by no later than February 1, 1989, with respect to solutions.

"Said Committee shall be comprised of four (4) people, which shall include the Board Chairman or his designee, School Superintendent Union President and Union Executive Secretary and such other individuals as are mutually agreed to by said Committee."

EFFECTIVE SEPTEMBER 1, 1989:

APPENDIX A

A-1. ADD:

"TEACHERS' BASIC SALARY SCHEDULE
"September 1, 1989 to August 31, 1990

"Step	
"1	\$20,270
2	22,353
3	24,067
4	25,780
5	27,494
6	29,207
7	31,077
8	32,635
9	34,037
10	37,385"

A-2. ADD:

"PROFESSIONAL ADVANCEMENT SCHEDULE
"September 1, 1989 to August 31, 1990

"Bachelor's Plus 30 Hours	\$1,655
Master's	2,055
Master's Plus 30 Hours	2,457
Doctorate	2,857"

A-3. ADD:

"LONGEVITY SCHEDULE
"September 1, 1989 to August 31, 1990

"15 years (10 of which have been in Providence)	\$ 300
20 years (15 of which have been in Providence)	1,272
25 years (20 of which have been in Providence)	1,387"

INITIALS _____

DATE: _____

EFFECTIVE SEPTEMBER 1, 1990:

APPENDIX A

A-1. ADD:

"TEACHERS' BASIC SALARY SCHEDULE"
"September 1, 1990 to August 31, 1991"

<u>"Step</u>	
"1	21,284
2	23,471
3	25,270
4	27,069
5	28,869
6	30,667
7	32,631
8	34,267
9	35,739
10	39,254"

A-2. ADD:

"PROFESSIONAL ADVANCEMENT SCHEDULE"
"September 1, 1990 to August 31, 1991"

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

A-3. ADD:

LONGEVITY SCHEDULE
September 1, 1990 to August 31, 1991

"15 years (10 of which have been in Providence)	\$ 700
20 years (15 of which have been in Providence)	1,672
25 years (20 of which have been in Providence)	1,787"

A-E. ADD new Sealant Pider to Appendix E.

IN WITNESS WHEREOF AND IN CONSIDERATION THERETO, the duly authorized representatives of the Board and Union do affix their signatures hereto

FOR THE PROVIDENCE SCHOOL BOARD

FOR THE PROVIDENCE TEACHERS UNION

Mr. Joseph A. Almagno
Chief Negotiator

Mr. Joseph A. Grande
Chief Negotiator

Mr. Vincent McWilliams, Chairman

Ms. Marcia B. Reback, President

DATED AT PROVIDENCE, RHODE ISLAND: _____



830433

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

DECEMBER 21, 1988

FEB 28 1989

OFFICE OF THE EXECUTIVE SECRETARY
AMERICAN FEDERATION OF TEACHERS
199 ACADEMY AVENUE
PROVIDENCE, RI. 02908

PREVIOUS AGREEMENT EXPIRED
AUGUST 31, 1988

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Providence RI Sch Committee Teachers LU 958 WITH TEACHERS
RHODE ISLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1250
2. Number and location of establishments covered by agreement Providence (Public Schools) Rhode Island
3. Product, service, or type of business Teachers
4. If your agreement has been extended, indicate new expiration date AUGUST 31, 1991

JOSEPH A. GRANDE
Your Name and Position

199 ACADEMY AVE
Address

PROVIDENCE RI 02908
City/State/ZIP Code

401-421-4014
Area Code/Telephone Number