9-1-1985

Providence School Committee and Providence Teachers Union, American Federation of Teachers, AFL-CIO, Local 958 (1985)

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Providence School Committee and Providence Teachers Union, American Federation of Teachers, AFL-CIO, Local 958 (1985)

Location
Providence, RI

Effective Date
9-1-1985

Expiration Date
8-31-1988

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School Committee of the City of Providence

Union
Providence Teachers Union

Union Local
958

NAICS
61

Sector
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1985 - 1988

AGREEMENT

PROVIDENCE TEACHERS UNION  AFT LOCAL 958  AND THE  PROVIDENCE SCHOOL BOARD
AGREEMENT
BETWEEN THE
PROVIDENCE
TEACHERS
UNION
AFT LOCAL 958
AND THE
PROVIDENCE
SCHOOL
BOARD
SEPTEMBER 1, 1985
TO
AUGUST 31, 1988
PROVIDENCE SCHOOL BOARD

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ROBERT A. DeROBBIO, Vice Chairperson
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VINCENT P. McWILLIAMS

ATTORNEY
PATRICIA HURST, Esq.
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AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this 3rd day of September, 1985 by and between the School Board of the City of Providence (hereinafter referred to as the "Board") and the Providence Teachers Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union").

PREAMBLE

Whereas, the School Teachers' Arbitration Act (Chapter 9.3 of the Acts of 1966 of the State of Rhode Island, amending Title 28 of the General Laws), accords to certified public school teachers the right to organize, to be represented, to negotiate professionally and to bargain on a collective basis with school committees covering hours, salary, working conditions and other terms and conditions of professional employment, and

Whereas, the School Board of the City of Providence and the Providence Teachers Union desire to promote good relations among certified teachers and between the School Board and the Union in the best interests of high quality education in the Providence School system, to provide and maintain mutually satisfactory terms and conditions of employment and to provide for the adjustment of grievances and disputes arising out of employment of certified teachers, and

Whereas, both the School Board and the Union recognize and accept the principles of collective bargaining as provided for by said Teachers' Arbitration Act, and

Whereas, in an election conducted by the Rhode Island State Labor Relations Board among eligible professional personnel of the Providence School System on June 20, 1966, a majority of those voting selected as exclusive representative the Providence Teachers Union, and it thereby became the sole bargaining agent for all certified teaching personnel.

Now, therefore, the Board and the Union hereto agree as follows:
1-1. **UNION RECOGNITION AND JURISDICTION**

1-1. **Union Recognition**

The Board recognizes the Union as the exclusive bargaining representative for all those persons in the bargaining unit which consists of all certified teaching personnel employed by the Providence School Board, long-term substitute teachers, home visitors, social workers, and nurses but which excludes the Superintendent, Assistant Superintendents, principals, assistant principals, supervisors, assistant supervisors, directors, assistant directors, coordinators, and per-diem substitute teachers.

1-2. **Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of teachers in the bargaining unit.

2-1. **Definitions**

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

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

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

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

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

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

The term "long-term substitute" as used in this Agreement means a person appointed by the School Board to serve in a position for a period of time not to exceed one semester. Any extension of service beyond the semester covered by the appointment shall not be considered as "long-term" unless the person has been reappointed by the Board.
Per-diem substitutes who are serving in a regular vacancy for the same absent teacher over a long period of time will become a "long term substitute" provided it has been certified that said absent teacher will be out for the rest of the term and provided that said per-diem substitute teacher works in excess of 68 days in one semester.

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

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

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

A per-diem substitute teacher who becomes a "long-term substitute" during the school year will be paid the standard step on the salary schedules retroactive to the first day of service as a per-diem substitute during the school year as dictated by the number of years of regular service completed prior to that time.

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

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

"Teaching periods" are those periods in which the teacher is actively involved with the pupil in the act of teaching, and has participated in the planning of the instruction to be conducted.

"Unassigned periods" are those periods during which a teacher is not assigned a regularly programmed responsibility.

"Administrative periods" are those periods during which the teacher is programmed for an activity other than teaching.

"Homeroom classes" are those in which children assemble in the morning, at lunch time, and/or at the close of the day for administrative purposes. The time involved is usually a short period and is known as the "homeroom period."

Wherever the singular is used in this Agreement, it is to include the plural.

ARTICLE 3
SALARY AND RATES OF PAY

3-1. The salaries of all teachers covered by this Agreement are set forth in Appendix A which is
3-13.

attached hereto and made a part of this Agreement.

3-2. Compensation for travel for teachers duly authorized to use their own vehicles is set forth in Appendix B and made a part of this Agreement.

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

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

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

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

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

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

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

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

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

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

3-13. All teachers on the salary schedule shall be paid on a pro-rated bi-weekly payroll basis every second Friday on a 10-month basis with first payroll check to be given to teachers on the second Friday after schools open in September and the last
payroll check to be given teachers on the last day of school in June. Any teacher who is absent in June and whose absence necessitates an adjustment to be made from his final paycheck may have his final check withheld and paid to him on or before June 30. Teachers shall have the option to continue to have their checks forwarded to banks or the Providence Teachers Credit Union which participate in a payroll program provided written authorization is given to the School Department by the teachers. This authorization shall remain in full force and effect until this authorization is revoked by the teacher in writing.

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

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

ARTICLE 4
SICK LEAVE

4-1. Full-Pay Sick Leave
All members of the bargaining unit shall earn full-pay sick leave as follows: Each teacher shall be credited with twenty (20) full-pay sick leave days each September and any unused portion thereof shall be added to his accumulated balance. However, teachers in the first three (3) years of service shall earn full-pay sick leave at the rate of ten (10) days per year, to be credited to the teachers sick leave reserve at the beginning of each of the school years, and shall receive at the beginning of the fourth year of service an additional credit of up to thirty (30) days which shall be added to their accumulated sick leave reserve.

Teachers beginning their employment at a time other than September shall receive and be credited with the full number of pro-rated days at full pay and any unused portion thereof shall be added to his accumulated balance. The total number of accumulated full-pay sick-leave days shall not exceed one hundred fifty (150) days.

4-1.1. In each case of absence for illness in excess of five (5) consecutive school days a member of the
bargaining unit shall file with the Superintendent or other designated personnel a certificate from a physician certifying that said illness prevented him from performing his duties. The Board shall reserve for itself the right to require medical examination by its own physician provided that the opinion of such physician shall not be conclusive.

4-2. Half-Pay Sick Leave

When the days of sick leave at full pay have been exhausted, teachers covered under Section 4-1. shall be entitled to half-pay sick leave allowance as follows:

4-2.1. When such teacher exhausts his/her sick allowance at full pay he shall receive for subsequent absences one-half of his salary for periods amounting to not more than twenty (20) days in the first year of service, with the addition of eight (8) days for each additional year of service; provided, however, that the amount of such absence with half-pay shall not exceed two hundred (200) half days within any two (2) successive school years.

4-2.2. In cases where the amount of absences with half pay of such teachers as are covered under Section 4-2. reaches two hundred (200) days within two (2) successive school years, there shall be no further allowance for absence due to illness until such teacher (1) presents a doctor's certificate stating that he/she is able to perform regular service, and (2) renders service for the greater part of each of two (2) consecutive payroll periods following which he/she shall be entitled to full-pay sick leave pro-rated as provided in Section 4-1. above and he/she shall be credited with two (2) days at half pay at the beginning of each month, and FURTHER, at the expiration of the eleventh month and providing the teacher has rendered regular service for the greater part of the eleventh month he/she shall have restored to him/her the full number of half-day allowances he/she had accumulated prior to his/her protracted illness after which his normal annual half-day allowances shall be resumed.

4-2.3. The annual increment of such teacher who has been absent due to illness for 135 or more days in his/her school year shall be withheld until such time as the teacher serves at least 135 days in his school year. A teacher's school year shall be that period between his/her annual increments. Normal increment shall be restored thereafter, and FURTHER, any increments that have been withheld due to illness shall be restored at the rate of one (1) increment every two (2) years commencing one (1)
4-3. **Accumulated Sick Leave Balances**

Members of the bargaining unit shall have the full days and half-days sick leave provided in Sections 4-1 and 4-2 hereinabove added to any accumulated balance now held by the teacher, except that no teacher shall accrue more than one hundred fifty (150) full-pay sick leave days and two hundred (200) half-pay sick leave days.

4-4. **Sick Leave Reserve**

Teachers on sick leave shall have charged against their accumulated sick leave reserve only those days of absence which occur while school is in session. Information on a teacher's accumulated sick leave shall be furnished to each school at the beginning of the school year and shall be made available to each teacher upon his request.

4-5. A teacher who improperly utilizes sick leave may be disciplined only if:

1. The Board has made a fair and objective investigation and said investigation produced substantial evidence or proof* that the teacher is improperly utilizing sick leave, and
2. The teacher has been warned in writing of the consequences and has been provided in writing with said substantial evidence or proof, and
3. Warnings and discipline are applied equitably, fairly, impartially, and without discrimination, and
4. The discipline is reasonable and is related to the seriousness of the matter and to the past record and conduct of the teacher, and
5. Further, nothing herein shall be construed as denying the teacher the right to file a grievance pursuant to the terms and provisions of Article 17 of this Agreement.

A ceiling of $450,000 for per-diem and in-house substitute pay will be established during the period September 1, 1974 to August 31, 1975 only if the amount expended for per-diem and in-house substitutes for leave under Article 4 of this Agreement (exclusive of illnesses of ten (10) consecutive days or more) shall exceed $450,000 for the period of September 1, 1973 to August 31, 1974.

*Substantial evidence or proof shall include significant patterns of unexplained and unsupported absences inclusive of such patterns as the Monday and/or Friday syndrome and/or the day before and/or the day after the holiday syndrome. Said
substantial evidence or proof shall not include any information or records before the first school day in the 1973-1974 school year. It is not required that the evidence be preponderant, conclusive, or “beyond reasonable doubt,” except where the alleged abuse is of such a criminal or reprehensible nature as to stigmatize the teacher and seriously impair his chances for future employment.

4-6. The provisions of this Article shall be available to a teacher because of disabilities caused or contributed to by pregnancy, miscarriage, legal abortion, childbirth, and recovery therefrom.

4-7. Any teacher who exhausts the benefits provided in this Article and who is able to perform his or her duties shall return to work, shall exercise rights under this Contract or shall be terminated.

ARTICLE 5
LEAVES OF ABSENCE

5-1. Full-Pay Leaves
The Superintendent shall grant leaves to teachers at full pay within a school year as follows:

5-1.1. For his/her own graduation scheduled during the school day — one (1) day. Written notice must be submitted to the Personnel Office not less than two (2) school days prior to the graduation or leave will be withheld.

5-1.2. For his/her own wedding — two (2) days. These days are limited to those school days immediately preceding, during or following the day of the wedding.

5-1.3. For religious observance — three (3) days.

5-1.4. For a teacher selected by the Union to serve as a delegate to a meeting of the AFL-CIO or any of its affiliates — not to exceed five (5) days per year.

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

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

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

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

5-1.8. For personal business — two (2) days.
However, a teacher shall not be denied such leave for any business that cannot be conducted at a time not in conflict with the teacher's regular school day or for any emergency over which he/her has no control which requires immediate attention. Requests for leave shall be given as far in advance as possible. Each request must be submitted on a form provided by the Personnel Office. The request must list the specific reason for the leave.

5-1.9. The Superintendent may grant an additional three (3) days for personal business at the request of the teacher and each request shall receive individual consideration by the Superintendent.

5-2. **Half-Pay Leaves**

The Superintendent may grant leave to teachers at half pay as follows: however, such leave shall not be unreasonably withheld and shall be limited to not more than a total of two (2) days in any payroll month.

5-2.1. To attend funerals. (Outside the provisions of Section 5-3.)

5-2.2. To attend weddings.

5-2.3. To attend graduation exercises other than his/her own.

5-2.4. For any other reason judged to be related more to the teacher's work than to personal interests.

5-2.5. Requests for the above absences must be filed a minimum of three (3) days prior to the anticipated absence, except in emergencies, or full pay will be deducted.

5-3. **Bereavement Leaves**

A teacher may be absent for five (5) consecutive school days without loss of pay in the case of the death of a father, mother, brother, sister, husband, wife or child regardless of where the deceased resided, or any other person with whom the teacher may then be living; and

**FURTHER,** such teacher may be absent for three (3) consecutive school days without loss of pay due to the death of his own grandparent (one (1) day for grandparent of spouse) who is not residing in the home of the teacher, father-in-law, mother-in-law, brother or sister of teacher's spouse, son-in-law, daughter-in-law, or grandchild; and

**FURTHER,** such teacher may be absent for one (1) school day without loss of pay due to the death of a teacher's or teacher's spouse's uncle, aunt, first cousin, niece, nephew, brother-in-law or sister-in-
5-4. Sabbath leave

The Superintendent shall grant a sabbatical leave of absence for study or independent research for one (1) year at half pay or for one-half year at full pay less $35 per day whenever school is in session to any regularly appointed teacher who has completed seven (7) consecutive years of service in the Providence School Department. The teacher shall have the option of selecting the period of leave.

Request for sabbatical leave for a full year or for a half year commencing at the beginning of the first semester shall be submitted to the Superintendent or his designated representative on or before May 31 in the school year preceding the school year for which the request is made. The Superintendent shall render a decision regarding such request as soon as possible after receipt but in no case will the decision be made later than the last day of the school year.

Request for sabbatical leave for a full year or a half year commencing at the beginning of the second semester shall be submitted to the Superintendent or his designated representative no later than December 1 of the school year for which the leave is requested. The Superintendent shall render a decision regarding such request as soon as possible after receipt but in no case will the decision be made later than January 1 of the school year for which the leave is requested.

When a teacher has received a sabbatical leave,
5-5.

Further eligibility shall not commence until seven (7) more consecutive years of service are completed in the Providence School Department. Absences totaling more than ninety (90) school days within a teacher’s school year shall be considered as breaking the continuity of seven (7) consecutive years. A teacher’s school year shall be that period between his annual increments. Any teaching activities connected with a scholastic fellowship or grant shall not be considered as employment.

FURTHER, a teacher receiving such leave must undertake a program of studies approved by the Superintendent carrying no less than twelve (12) classroom credits per semester unless the writing of a thesis is involved or the proposed study is towards a doctorate. Where the writing of a thesis or a doctoral study is involved, the Superintendent shall be empowered to approve a program of studies of less than twelve (12) classroom credits, but the combined credits for classroom work and the writing of a thesis should total twelve (12) credits.

FURTHER, a teacher receiving such leave for independent research shall be required to submit a synopsis indicating that the leave will be beneficial to the school system and/or the community.

FURTHER, a teacher who receives a leave with pay must agree to return to the Providence School Department at the expiration of his/her leave and remain for a period of not less than two (2) years. Any teacher who decides to resign and thereby fails to serve for the two (2) full years following his/her leave must refund one-twentieth (1/20) of the salary he/she received while on leave for each month he/she failed to serve short of twenty (20) months.

FURTHER, study leaves granted under this section shall establish service credit as outlined in Section 5-5.

FURTHER, the number of teachers on sabbatical leave in any one (1) school year shall be one (1) percent of the members of the bargaining unit, unless there is less than this percentage of applicants for such leave. The Superintendent shall have the power to approve or disapprove the sabbatical recipients under this section.

5-5. Service Credit for Leave With Pay

5-5.1. Each teacher granted leave with pay shall, upon his/her return, be entitled to service credit for seniority, longevity, retirement, appropriate placement on the salary schedule and increments due
5-7. him/her in accordance with the length of the leave granted.

5-5.2. Teachers on such leave shall have regular monthly State Retirement contributions deducted by the Board as required by law, based upon earnable salary as a teacher for the period of such leave.

5-5.3. Teachers on such leave shall be provided benefits as outlined in Appendix C.

5-5.4. Teachers on such leave shall have social security contributions continued.

5-6. Leave Without Pay

The Superintendent shall, upon request, grant a leave of absence to a teacher who has completed three (3) years of continuous service in the Providence Public Schools as follows:

5-6.1. For personal reasons, up to one (1) year, not renewable excepting by approval of the Board, excepting the Superintendent may approve a leave not exceeding five (5) years for employment in a governmental agency or in employment which will be of definite benefit to the Providence School Department.

5-6.2. For teaching in the Armed Forces Dependent Schools, with a two (2) year limit. Such teaching shall establish service credit as outlined in Section 5-5.1.

5-6.3. For Exchange Teaching, Peace Corps, and Teacher Corps, each teacher who has completed three (3) years of service may be granted upon request a leave of absence not to exceed two (2) years. For service as an exchange teacher, regular salary shall be paid to the teacher if the exchangee's counterpart receives his/her salary from his own school department. Such exchange teaching shall establish service credit as outlined in Section 5-5.1.

5-6.4. Each teacher may be granted upon his/her request a one (1) year leave of absence for study, without pay, after three (3) years of service in the Providence Public Schools.

5-7. Leave for Union Service

Teachers not in excess of four (4) who are officers of the Union or who are appointed to its staff may seek and shall be granted leaves of absence up to one (1) year, respectively, without pay for the purpose of performing legitimate duties for the Union. The President of the Union shall have a morning teaching program equivalent to three-fifths (3/5) of a regular teacher's program and shall be relieved of all non-teaching duties without loss of pay and with
5-8.

full service credit as outlined in Section 5-5, for the purpose of conducting labor-management activities.

5-8. Military Leaves

5-8.1. The Superintendent, upon prior notification, shall grant a leave for military service without pay for the duration of compulsory service or for the period of one (1) regular enlistment. Upon termination of such military service the teacher shall be entitled to service credit as outlined in Section 5-5.1.

5-8.2. Each teacher shall be granted twenty (20) days leave at full pay for compulsory Reserve or National Guard active military service during the school year, less any amount received for such service. Such leave shall establish service credit as outlined in Section 5-5.

5-9. Government Tests

Each teacher shall be granted his regular salary, without loss of pay, when required to be in attendance for a selective service examination, physical examination, or other test required by the United States Government when not seeking employment.

5-10. Court Service

When any regular teacher is summoned to court in connection with public school affairs or in connection with cases in which the personal interests of that teacher are not involved, said teacher shall receive his regular school salary; however, he shall be required to remit fees received for court service to the School Department within ten (10) days of receipt of said fees. Such leave shall establish service credit as established in Section 5-5.

5-11. Quarantine

There shall be no loss of salary or sick leave allowance when a teacher is quarantined by order of the Health Department. Such leave shall establish service credit as established in Section 5-5.

5-12. Parental/Adoptive Leave

A teacher who elects to use the provisions of Article 4 of this Agreement entitled “Sick Leave” for temporary disability due to pregnancy shall not have the right to avail herself of the provisions of this Section. Notice of said election shall be made in writing no later than 30 days prior to the commencement of the leave except for extenuating circumstances.

The Superintendent shall grant a maternity leave of absence or a leave of absence in the case of an adoption without pay to a member of the bargaining
Written notice must be given to the Superintendent by a reasonable time but not less than thirty (30) days prior to commencement of the leave. Extenuating medical circumstances will obviate the notice of leave. The leave of absence shall extend for at least one (1) year from the beginning of said leave. A request for a shorter leave shall be according to the request of the teacher with proper medical certification that the teacher is able to return to employment. A teacher declaring her intention to resume her regular teaching duties when she is physically able to do so as certified by a physician shall be allowed to return to her former position. A written request for return from leave must be received by the Superintendent no less than thirty (30) days before the expiration of the leave.

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

At the expiration of a leave, the teacher shall be reinstated with all rights and benefits accorded to a teacher on a no-pay leave. A teacher on leave shall have the option to retain her Comprehensive Medical Coverage and riders as outlined in Appendix C. Teachers electing the option shall reimburse the Providence School Department on a monthly basis for the premium at the Providence teachers’ group rate.

5-13. Teacher Placement Following Leave

A teacher granted a leave of absence with pay for two (2) years or less or a teacher on sick leave who has not exhausted his/her sick leave benefits shall not relinquish his/her right to the specific assignment held at the time that his leave was granted. A teacher hired or reassigned to replace such a teacher on leave with pay or on sick leave shall be notified upon his/her appointment or placement or both that he may be required to relinquish this position when said teacher returns to the Providence School System.

A teacher granted a leave of absence without pay shall be reinstated at the termination of his leave. Such teacher shall be given preference to the specific assignment he/she held at the time his leave was granted, if available. In no case shall any substitute teacher replacement be retained for such specific assignment.
5-14.

5-14. Delegation of Authority
All requests for leaves shall be transmitted to the Superintendent or his/her designee. Simultaneously, a carbon copy of each request for long-term leave shall be furnished the appropriate superior of the teacher. The Superintendent or his/her designee shall act on all matters pertaining to such leaves.

5-15. All leaves shall commence on the first full day of absence.

5-16. A teacher on leave may be hired as a substitute upon his/her request. Such substitute service shall not constitute a termination of leave.

ARTICLE 6
JOB CONNECTED INJURY AND ASSAULT AND/OR BATTERY

6-1. Job Connected Injury
Members of the bargaining unit covered under Article I shall receive up to ninety (90) school days non-cumulative full pay leave for each injury sustained by the teacher arising out of and in the course of his/her employment provided that there is no negligence on the part of the injured teacher and that the school department is notified in writing as soon as possible but no later than five (5) days from the date of the alleged injury unless the extent of the injury prevents such notification. Such notification shall include the date of the alleged injury and all circumstances in connection therewith.

Entitlement to such full pay leave shall be determined according to evidence presented by persons in a position to testify as to the circumstances and nature of the injury sustained.

The Board shall have the right to require medical examination by its own physician provided that the opinion of such physician shall not be conclusive.

Teachers who have exhausted the full-pay leave provided in this section may then use their full-pay and half-pay sick leaves credited to their sick leave reserves.

If the circumstances warrant, the Superintendent, subject to the approval of the Board, may grant additional full-pay leave days.

If a teacher continues to be unable to perform his/her regular duties after he/she has exhausted his/her non-accumulated ninety (90) full-pay leave days as provided herein, said teacher should he/she continue to be unable to perform his/her regular
duties shall have the option to utilize his/her accumulated full-pay sick leave reserve days he/she is entitled to under Article 4, Section 1 entitled “Full-Pay Sick Leave” or elect to take Workers’ Compensation, if qualified.

If the teacher elects to utilize his/her accumulated full-pay sick leave-reserve days and exhausts said days, the teacher if he/she continues to be unable to perform his/her regular duties, may elect to utilize his/her accumulated one-half-pay sick leave days under Article 4, Section 2 entitled “Half-Pay Sick Leave” or elect Workers’ Compensation, if qualified.

Should the teacher elect to utilize his/her accumulated one-half pay sick leave-reserve days and the teacher exhausts said days and continues to be unable to perform his/her regular duties, said teacher shall have the right to elect Workers’ Compensation, if qualified.

6-2. Assault and/or Battery

A member of the bargaining unit shall be granted full-pay leave, without loss of pay, for absences caused by injuries resulting from an assault and/or battery sustained by a teacher arising out of and in the course of his/her employment provided that the Superintendent is notified in writing as soon as possible but not later than five (5) days from the date of the alleged assault and/or battery unless the extent of the resulting injury prevents such notification.

The period of paid leave shall cover such injured teacher for a maximum period of one (1) year from the date of injury; provided, however, that the School Department’s contributions shall be reduced by the R. I. State Retirement allowance and/or Social Security benefits in the case of permanent disability.

The Board shall have the right to require medical examinations by its own physician provided that the opinion of such physician shall not be conclusive.

Such leave shall not be charged against the teacher’s sick leave.

If the circumstances warrant, the Superintendent, subject to the approval of the Board, may grant additional full-pay leave days.

If a teacher continues to be unable to perform his/her regular duties after he/she has exhausted his/her one (1) year paid leave as provided herein, said teacher should he/she continue to be unable to perform his/her regular duties shall have the option
6-3.

to utilize his/her accumulated full-pay sick leave reserve days he/she is entitled to under Article 4, Section 1 entitled “Full-Pay Sick Leave” or elect to take Workers’ Compensation, if qualified.

If the teacher elects to utilize his/her accumulated full-pay sick leave reserve days and exhausts said days, the teacher if he/she continues to be unable to perform his/her regular duties, may elect to utilize his/her accumulated one-half-pay sick leave days under Article 4, Section 2 entitled “Half-Pay Sick Leave” or elect Workers’ Compensation, if qualified.

Should the teacher elect to utilize his/her accumulated one-half pay sick leave reserve days and the teacher exhausts said days and continues to be unable to perform his/her regular duties, said teacher shall have the right to elect Workers’ Compensation, if qualified.

6-3. Expenses

Teachers covered under Sections 6-1. and 6-2. shall be indemnified by the Board by continuous Comprehensive Medical Coverage as provided in Appendix C and all medical expenses in excess of Comprehensive Medical Coverage as stated herein and by provision of the legal services of the City Solicitor’s office.

6-4. Teachers on leave as outlined in Sections 6-1. and 6-2. shall be entitled to service credit as provided in Section 5-5.

6-5. Workers’ Compensation

Any funds received by a teacher under any On-the-Job Injury Benefits, Assault and/or Battery Benefits and/or sick leave provisions of a collective bargaining agreement and/or School Board policy involving illness, shall be credited as an advance of compensation should said teacher subsequently file a claim for Workers’ Compensation for the same period of time for which said teacher has collected On-the-Job Injury, Assault and/or Battery, or sick leave benefits.

For purposes of the within agreement, specific compensation paid pursuant to Rhode Island General Law 28-33-19 shall not be treated as an advance of compensation for which a credit shall be allowed, nor shall the within agreement in any way alter or diminish any rights afforded by the Collective Bargaining Agreement by and between the Providence Teachers Union and the Providence School Board and the worker’s compensation laws of the state of Rhode Island.
ARTICLE 7
EXPENSE OF PRINTING
AND DISTRIBUTING AGREEMENT

7-1. The Union and the Board agree to share equally the cost of printing and distributing this Agreement in booklet form, and the Union agrees to distribute a copy of this Agreement to each teacher presently employed by the Board and to each new teacher hired by the Board.

ARTICLE 8
WORKING CONDITIONS

8-1. Class Size

8-1.1. The Board and the Union recognize the desirability of achieving optimum teacher-learning conditions by assuring workable class size. To this end the Board recognizes that it is desirable to attempt to reach the following class size maxima:

<table>
<thead>
<tr>
<th></th>
<th>Maxima</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>25 pupils</td>
</tr>
<tr>
<td>Secondary</td>
<td>25 pupils</td>
</tr>
<tr>
<td>Ungraded</td>
<td>20 pupils</td>
</tr>
<tr>
<td>Special Education</td>
<td>16 pupils</td>
</tr>
</tbody>
</table>

or according to State Law requirement.

Effective September 1, 1983, class size shall not exceed an average of 27 (26 effective September 1, 1984) students enrolled on a teacher’s classroom register per teaching period each school day provided that no teaching period shall have in excess of 30 (29 effective September 1, 1984) students enrolled on the teacher’s classroom register during any of the teacher’s teaching periods during said school day. The class-size maxima stated herein shall be applicable also to teachers who teach students enrolled on another teacher’s classroom register.

The only exceptions to the above class-size requirement shall be:

1. Large group non-academic instruction, such as band, glee club, and gym, which has been a matter of long-standing past practice and which shall be continued according to said past practice; and

2. Where individual teachers may agree to exceptions; and

3. Special education classes which are governed by law.

8-1.2. Classes with specific student stations, such as shops, typing rooms, laboratories and others, will not exceed in number of pupils the number of student stations available.
8-1.3. Special Education Teachers

Whenever any Elementary Special Education class to which a student(s) is added as a result of the distribution of students from the class of an absent Elementary Special Education teacher, Article 8-7 shall be in effect. In addition, whenever the class size of the receiving Special Education teacher exceeds the class size maxima mandated by Special Education class size law and/or regulation, the Cenerini Formula in AAA Case No. 1139-0696-85, February 21, 1986, shall be used to calculate the compensation which said teacher shall receive as follows: The rate of pay for said teacher for teaching said additional students shall be computed by multiplying the teacher’s daily gross compensation by a fraction in which the denominator is twenty-six (26) and the numerator is the number of children taught in excess of Article 8-1.2 Item 3 of the Collective Bargaining Agreement between the parties.

8-1.4. Art, Music, Library Teachers

Whenever the average class size of an Art, Music and/or Library teacher at the elementary level (K-6) exceeds the maximum set forth in Article 8 due to students from the class of an absent teacher being added to said Art, Music and/or Library teachers’ classes, they shall be compensated in accord with the Cenerini formula in AAA Case No. 1139-0696-85, February 21, 1986. The rate of pay for said Art, Music and Library teachers for teaching said additional students shall be computed by multiplying the teachers’ daily gross compensation by a fraction where the denominator is twenty-six (26) and the numerator is the number of children taught in excess of the class size maxima of Article 8-1.

8-2. Lunch Period

8-2.1. Teachers shall be free to leave the school during their lunch period upon notification to the office.

8-2.2. The following schedules shall be implemented without extending the school day:

Elementary, Middle and Junior High Schools:

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

Senior High Schools:

Teachers shall have a lunch period free of supervisory and administrative duties which shall be no less than currently established, exclusive of passing time, and no more than thirty (30) minutes inclusive of passing time.

8-3. Relief from Non-Teaching Tasks
8-3.1. The parties agree that the responsibility of a teacher is to teach. Para-professionals, aides, assistants or helpers employed by the Board must meet minimum educational and in-service training requirements established by the administration, and shall be utilized to relieve teachers of non-teaching tasks. The parties agree to continue the current practice with reference to the collection of money.

8-3.2. Data Processing
The Board will continue to experiment with the use of data processing methods and procedures in the following areas:

1. Scheduling
2. Census
3. Report Cards
4. Deficiencies
5. Inventories
6. Permanent Records for graduates and drop-outs
7. Testing
8. Attendance Registers

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

8-3.3. Teachers shall not be required to perform custodial duties, including, but not by way of limitation, emptying trash, dusting erasers, washing boards or dusting equipment in the classroom, or transporting furniture or equipment outside the classroom, or carrying sets of books or bulk supplies outside the classroom or cleaning school property. Teachers are responsible for a clean and orderly classroom.

8-4. Unassigned Periods
Teachers shall have unassigned periods as follows:

8-4.1. Elementary Schools:

September 1, 1976 to August 31, 1978:
- Kindergarten: The Board shall seek to provide wherever possible at least three (3) thirty (30) minute unassigned periods per week.
- Grades 1 through 3: Teachers shall have at least three (3) thirty (30) minute unassigned periods per week of five (5) working days.
- Grades 4 through 6: Teachers shall have at least one (1) thirty (30) minute unassigned period per day or at least five (5) periods per week.
8-4.2. Effective September 1, 1978:

Kindergarten and grades 1 through 6: Teachers shall have at least one (1) thirty (30) minute unassigned period per day or at least five (5) periods per week.

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

Teachers shall have one (1) unassigned period per day and/or five (5) periods per week.

Effective September 1, 1983, the language 'or at least five (5) periods per week' shall be deleted from 8-4.1 and 8-4.2 and the following language shall be added in place of said deletions:

'except that a teacher may be programmed unassigned periods totalling five (5) unassigned periods per week over four (4) days if scheduling problems make it impossible to provide a teacher with one (1) unassigned period per day.'

8-4.3. When another teacher is in charge of a teacher's class, the regular teacher is free to leave the room.

8-4.4. Teachers are free to leave the building during their unassigned periods upon notification to the office.

8-4.5. Teachers who are elected members of the Rhode Island General Assembly shall have their unassigned periods scheduled during the last period(s) of the school day and shall be allowed to attend the General Assembly sessions during said unassigned time.

8-4.6. In the event that an unanticipated pupil population increase makes it necessary to establish one (1) additional teaching period in a department certification area in a school, an exception will be made to Article 8, Section 7 and Article 15, Section 1.3 only provided that:

1. Teachers shall indicate on their programming preference sheets that are returned by May 1 of each year whether they wish to teach during their unassigned period during the subsequent school year; and

2. The most senior teacher in the system-wide area of certification seniority in the department certification area in the school who has indicated on his/her preference sheet that he/she wishes to teach during his/her unassigned period shall be given the teaching assignment; and
3. No teacher assigned a teaching period during his/her unassigned period shall again be assigned to teach during his/her unassigned period until all of the teachers in the department certification area have taught at least one (1) full semester of a school year during their unassigned periods unless a teacher(s) refuses the opportunity to do so in writing; and a record shall be kept showing same; and

4. The teaching assignment during a teacher's unassigned period shall be guaranteed on a semester basis as follows:

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

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

5. A teacher assigned to teach during his/her unassigned period shall be paid additional monies at the rate of one-fifth (1/5) of one hundred eighty-one (181) of his/her annual gross salary for each day he/she is programmed to teach during his/her unassigned period and shall receive said additional monies when he/she is on paid leave, except for sabbatical leave under Article 5, Section 4, which occurs only on those days he/she is programmed to teach during his/her unassigned period; and

6. No teacher teaching during his/her unassigned period shall receive more than one (1) year of system-wide area of certification seniority (SWACS) in any school year pursuant to Article 14; and

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

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

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

2. The most senior teacher in the system-wide area of certification seniority in the certification area in the school who has indicated in writing that he/she wishes to teach during his/her unassigned period for the remainder of the school year shall be given the teaching assignment; and

3. No teacher assigned a teaching period during his/her unassigned period shall again be assigned to teach during his/her unassigned period or assigned to teach during an additional unassigned period until all of the teachers in the certification area have taught at least one (1) full semester of a school year during an unassigned 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 occur 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
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
- Reservoir Avenue
- Robert F. Kennedy
- Sackett Street
- Webster Avenue
- William D’Abate
- Windmill Street
- Windmill Street Annex
- Windmill Street Annex II

**Junior High and Middle Schools — 8:15 A.M. to 2:15 P.M.**
- Nathan Bishop
- Nathanael Greene
- Oliver Hazard Perry
- Roger Williams
- Samuel W. Bridgham
- Windmill Intermediate

**Senior High Schools — 8:30 A.M. to 2:30 P.M.**

and Birch Vocational Program

**Special Education Centers:**
- Pleasant View — 8:45 A.M. to 2:15 P.M.

The school day as defined herein shall not exceed five (5) hours in the elementary schools and shall
8-5.3. 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 1985-1988 school years are set forth in Appendix D and made a part of this Agreement.

8-6. Hiring of Teachers

The Board agrees that it shall employ only those applicants who have earned a minimum of a Bachelor's Degree and have met certification requirements for at least a Provisional Certificate to the extent available and possible. The School Department shall furnish to the Union the names of all personnel holding an emergency certificate and this listing shall remain current.

8-7. Hiring and Payment of Substitute Coverage

The Board shall hire per-diem substitute teachers to cover assignments of teachers when they are absent. The Board's first priority in every instance of a teacher absence shall be to employ a per-diem substitute teacher.

Elementary Schools

If the Board has made every effort to hire a per-diem substitute teacher, and no per-diem substitute teacher is available, the absent teacher's class shall be distributed among other teachers in the school. The Board shall pay the teachers who cover the absent teacher's class at the rate of $35 per day divided by the fractional part of the absent teacher's class covered.

Middle Schools, Junior High Schools, and Senior High Schools

If the Board has made every effort to hire a per-diem substitute teacher, and no per-diem substitute teacher is available, the principal shall utilize teachers in his school according to the following procedure:

The principal of each school shall establish during the first week of school in September, a roster of substitute teachers who volunteer their unassigned time to cover the assignments of absent teachers. Rosters of volunteer substitute teachers shall be established by area of certification. Additionally, a school-wide roster of volunteer substitute teachers shall be established.
All rosters of volunteer substitute teachers shall list, by unassigned time, the names of volunteer substitute teachers in alphabetical order. Teachers who volunteer to have their names added to the rosters of volunteer substitute teachers after the first week of school in September shall have their names placed alphabetically on the rosters.

All teachers listed on the rosters of volunteer substitute teachers shall be obligated to accept assignments of the principal during the school year.

When a principal assigns teachers from the rosters of volunteer substitute teachers, he shall make assignments first from the roster of volunteer substitute teachers with the same area of certification as the absent teacher. If there are insufficient names on the roster of volunteer substitute teachers in the area of certification, the principal shall then assign teachers from the school-wide roster of volunteer substitute teachers.

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

If for any reason there is an insufficient number of teachers on the rosters of volunteer substitute teachers to cover the assignments of absent teachers, the principal shall utilize teachers in his school during their unassigned time for emergency coverage on a rotating basis by alphabetical order.

The number of coverages assigned to each teacher including those who have been absent for five (5) consecutive school days or less shall be equal to, or nearly so, to other teachers provided that said make-up coverage necessary to attain said equalization is fairly, reasonably, and equitably assigned by the principal.

Teachers who are absent in excess of five (5) consecutive school days shall be exempted from said make-up coverage for said days of absence and shall be given credit for coverage equal to that which they would have been assigned had they not been absent.

The Board shall not be liable for payment to any teacher who has fewer paid coverages as a result of the application of this section.

When a teacher covers an assignment of an absent teacher the teacher covering the assignment
shall be paid in accordance with the following schedule:

- $3.00 per daily Home-Room Assignment(s)
- $6.40 per Classroom or Period Assignment

Time of Payment: Teachers entitled to paid coverage in elementary schools, middle schools, junior high schools, and senior high schools as stated in this section shall be paid monthly. The principal of each school shall maintain a payroll register available to teachers and the Union for inspection upon request.

8-8. Closing of Schools

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

8-9. Interdepartment Communications

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

8-10. Scholarship Standards

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

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

In cases where differences of opinions arise out of the possibility of changing a student’s mark and if in the opinion of the principal said dated and signed complaint he/she has investigated thoroughly warrants a hearing, the principal shall by letter to the Union's President request that a special Marks Committee consisting of the Principal, appropriate line administrator above the Principal, Chairman of the Union's Educational Policy Committee, and the teacher involved hear the complaint. Said letter to
the Union’s President shall include with it said clearly written, specific and concise statement of the dated and signed complaint by the complainant(s) and any and all other information relevant and supportive of said complaint. In the event the problem cannot be resolved by this special Marks Committee, the case will be submitted to the Superintendent for a final decision.

8-10.2. No minimum number of pupils who pass or fail shall be set for the teacher to observe.

8-10.3. A child who repeats a grade shall not be assigned to the same teacher for a second year, provided that there is another class of the grade or level in the school; however, if the teacher agrees to accept the child for a second year, the child may be so assigned.

8-11. Interruptions
Classroom interruptions are to be permitted only in the case of an emergency. Routine announcements shall be made during the first five (5) minutes and/or the last five (5) minutes of the school day.

8-12. Curriculum and Textbook Selection
8-12.1. Teachers and Department heads shall receive notice when a curriculum committee or textbook selection committee is to be established. Teachers will be solicited to submit recommendations in their area of instruction.

8-12.2. Time shall be allowed during the school day to participate in school curriculum and textbook studies to those teachers who may be designated by the school administration.

8-13. Health and Safety Standards
8-13.1. Special clothing and safety equipment used by students and teachers and required by statute shall be provided by the Board.

8-13.2. Teachers shall work under safe and healthful conditions.

8-14. Supervision
8-14.1. An unsatisfactory rating may be appealed under the grievance procedure.

8-14.2. In the case of an unsatisfactory rating the principal or supervisor making the rating must have observed the non-tenure teacher in classroom performance at least four (4) times, approximately monthly, and offered constructive criticism in writing to assist the teacher to improve his/hers teaching.
8-14.3. All non-tenure teachers shall be rated by their supervisors and/or their principal on or before February 1, and the rating made available to the teacher upon request.

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

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

8-15. Job Descriptions

The Superintendent shall prepare, during the term of this Agreement, job descriptions for all positions, administrative, consultive, and supervisory in nature, which affect teachers. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect the teachers. When teachers are responsible to more than one supervisor, they shall be advised by their principal of the exact division of such responsibility. The job descriptions of these administrative and advisory or consultive positions as they relate to teachers shall be made available to teachers and other members of the staff and shall be posted on the school bulletin board.

8-16. School Organization Chart

The Superintendent shall have posted in each school a school organization chart showing the lines of responsibility and supervision of teachers and administrators in the school and of teachers and administrators coming to the school on a regularly assigned or supervisory basis.

8-17. Individual Testing

The School Department shall maintain adequate service for individual testing, psychiatric help and other clinical services on all levels of the school system. All pertinent information available to the school department pertaining to a child for whom a teacher is responsible shall be made available to the teacher upon request except such information considered privileged and not available to anyone except the person so entrusted and also such information, the clear understanding of which requires technical interpretation and which shall not be made available without interpretation by a competent person.

8-18. Information at the School Level

8-18.1. All official circulars pertaining to teachers shall be posted on school bulletin boards and a copy
furnished to the Union.

8-18.2. A copy of current teaching programs, and non-teaching assignments, shall be available at each school.

8-18.3. Each school shall have an updated copy of policies and by-laws of the Board and Administrative Regulations of the Superintendent and all amendments thereto available to all teachers upon request.

8-18.4. The daily time schedule shall be posted in September on the school Bulletin Board.

8-19. Teacher Personnel File

8-19.1. No anonymous letter or materials shall be placed in the teacher’s file.

8-19.2. No material derogatory to a teacher’s conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material to be filed by affixing his/her signature on the actual copy, with the understanding that such signature does not necessarily indicate agreement with its content. The maker of the file must affix his or her signature to it.

8-19.3. There shall be no other official personnel file on a teacher except this designated file.

8-19.4. No matter pertaining to the grievance procedure shall be included in a teacher’s official personnel file unless so requested by the teacher. All matters pertaining to a grievance shall be treated as confidential material by the Board and shall not be consulted in decisions regarding reemployment, promotion, assignment or transfer.

8-19.5. The teacher shall be permitted to examine the materials in his official personnel file (except references and information obtained in the process of determining qualifications for initial employment) and to have such material reproduced by the administration at a reasonable cost to the teacher.

8-20. Special Education Classes

8-20.1. Children with a single disability in Special Education classes shall be grouped according to their disability. Children with multiple disabilities shall be placed in accordance with the recommendation of the Administrator of Special Education.

8-20.2. All teachers of ungraded and special education classes will receive extra compensation as outlined in Appendix B.
8-20.3. Pupils who present severe disciplinary problems impede the educational progress of the entire class. These children should be given every priority in the testing program and every effort shall be made to make an appropriate placement.

8-21. Class Assignments

8-21.1. Teachers who are qualified shall be given opportunity to work with classes of varying achievement levels in accordance with their preference sheets.

8-22. Immunization Shots

8-22.1. The Board will make available to all teachers, without cost to the teachers, annual immunization shots against influenza, provided vaccine is available.

8-22.2. Participation in this program shall be entirely voluntary.

8-23. Liability

The Board shall satisfy any judgment obtained by a third person in an action against a teacher arising out of a required and authorized activity carried on by the teacher in the performance of his duties, except in cases of negligence or willful misconduct of the teacher and provided the Board receives written notice from the teacher within ten (10) days of the incident. The teacher may, at his own expense, engage an attorney to represent him in such action.

8-24. Supplies and Equipment

Adequate books, supplies and equipment shall be available for distribution in each school building on the first day of school in September, except when precluded by Acts of God, strikes or when said matter cannot be provided by the company with whom the order was placed originally and further provided that said matter cannot be obtained from another source.

8-25. Vacancies

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

8-26. Lesson Plans

All teachers are to leave enough written information for substitute teachers so they can proceed with the subject matter from the point where the teachers left off. When the teachers know of the absence before leaving the previous school day, the essential information shall be left with the principal for the substitute. When the absence is unexpected, the
teacher shall call in the necessary information before classes begin except for obviating circumstances.

If a teacher chooses to use a lesson-plan book, that teacher may obtain a lesson-plan book from the principal.

Prior to the beginning of the school day, the principal shall provide the substitute hired with said information. At the end of the school day the substitute teacher shall return said information to the principal annotated to show what has been covered and the extent of said coverage together with any other comments relative to class performance during the school day. The substitute shall sign and date his/her statement and comments and return to the principal before leaving school for the day. The principal shall return said information signed by said substitute to the regular teacher when next said teacher returns to work.

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

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

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

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

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

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

8-27. Dress Code

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

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

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

8-28. Fair Discipline Policy

A teacher may be disciplined only for good and just cause and only if said teacher has been provided due process and the penalty is reasonably related to the seriousness of the offense and the past record of the teacher.

8-29. R.I. Employees' Retirement System

WHEREAS, the General Assembly, at its January 1983 Session, enacted 83-H 6042, Substitute A, An Act Relating to the State and Municipal Employees' Retirement Systems; and

WHEREAS, this Act, under the conditions specified therein, permits employing units of cities and towns to pick up and pay employees' contributions which would be payable by teacher members of the Employees' Retirement System of the State of Rhode Island (Chapter 16-16 of the General Laws); and

WHEREAS, the School Board of the City of Providence, Rhode Island is the employer of teachers who participate as members of the Employees' Retirement System of the State of Rhode Island; and

WHEREAS, this School Board deems it desirable to pick up and pay contributions payable by teacher members of the Employees' Retirement System of the State of Rhode Island.

NOW, THEREFORE, BE IT RESOLVED BY THE School Board of the City of Providence, Rhode Island that effective May 15, 1983, we hereby elect, pursuant to the provisions of 83-H 6042, Substitute A, to pick up and pay to the Employees' Retirement System of the State of Rhode Island the contributions which would be otherwise payable to this System by its employees who are members of the System and to treat in all respects such contributions in the manner specified in said 83-H 6042, Substitute A.

8-30. Job Sharing

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

8-31. Teacher Exchange Program

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

8-32. Sackett Basic Education Program

Sackett Basic Education Science and Technology
Magnet Program is set forth in Appendix H and made a part of this Agreement.

8-33. **Hope High School Essential School Project**

Hope High School Essential School Project is set forth in Appendix I and made a part of this Agreement.

**ARTICLE 9**

**DISCIPLINE CODE**

9. **Discipline Code**

9-1. The Board and the Union agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have support from administrators who shall give the teacher effective and consistent support in each case. In an instance where the situation, in the opinion of the teacher, is of a serious nature and a child is sent from the class, the teacher shall confer with the principal or assistant principal to provide the necessary information concerning the problem. A child shall not be sent from the class except to the area designated by the principal. The teacher will readmit the child, assuming an appropriate adjustment has been made, following a conference with the teacher and/or one of the following parties: an administrator; a counselor; visiting teacher; school psychologist; home visitor; a parent or guardian of the child. The teacher shall be present at the conference at the discretion of the principal or administrator. Assuming the teacher is not present at the conference, the teacher shall be informed as to the proceedings and facts of the conference.

9-2. **Assault and/or Battery Cases**

Principals or persons in charge shall report to the Superintendent and to the Health Administrator all cases of assault and/or battery suffered by teachers on school property or in connection with their employment. In the absence of the principal, the assistant principal or the teacher-in-charge shall have the responsibility to call an ambulance or other rescue facility which may be required. Whenever an alleged assault and/or battery incident occurs involving a faculty member, the teacher shall cooperate with the principal and the Superintendent in the investigation of the incident. In any reported assault and/or battery case, the school department will immediately request the City Solicitor's office to inform the teacher of his rights under the law in connection with assault and/or battery and assist the teacher by acting as liaison between the teacher, the police and the courts. The teacher shall be obligated to report
all circumstances as soon as possible after the occurrence of the alleged incident.

ARTICLE 10
TEACHER FACILITIES

The Board shall provide the following facilities:

10-1. A pay telephone booth or a comparable facility for faculty use shall be provided in each school. Every effort shall be made so as to insure privacy.

10-2. Washrooms for men and women teachers which are private, clean and comfortable shall be provided in all schools.

10-3. A professional library collection for reference and circulation shall be provided in each school.

10-4. An automatic telephone answering service shall be provided which will allow teachers to report their absence at any time up to 6:30 a.m. before the school day begins.

10-5. Each school shall be provided with a clean and comfortable teachers' lounge. Existing lounges in excess of one per school shall remain as presently established.

10-6. Modern audio-visual equipment shall be available for teachers' use in every building. These shall include an adequate supply of films, filmstrips, projectors, tape recorders, record players, overhead projectors and transparencies within a week of requisition.

10-7. All classrooms shall be equipped with adequate electrical outlets in order that audio-visual equipment which is available in the building can be used except where the Board can provide evidence to the Union that the electrical system is inadequate.

10-8. Typewriters and a duplicating machine in each school shall be made available for the use of teachers in preparing instructional materials.

10-9. To the extent possible, teachers shall be provided with off-street parking areas for their automobiles.

10-10. Teachers shall be provided a special lunch area and, when this area is not a regular lunchroom, facilities for warming, refrigerating, and storing food shall be provided.

10-11. Stairs, sidewalks and parking areas shall be free of snow prior to the opening of school ses-
ARTICLE 11
POSTING AND FILLING OF OTHER JOB OPENINGS

11-1. When a vacancy occurs, is about to occur, or a new position is created other than positions covered by Article 12 for which additional compensation is provided, the Superintendent or his/her designee shall provide appropriate postings on the same day in every school building.

11-2. Appropriate posting shall be deemed to occur only after the Union building delegate has signed and dated the notice from the Superintendent or his/her designee in triplicate. One copy shall be returned to the Superintendent by the principal, one shall be retained by the Union building delegate, and one shall be posted on the Union Bulletin Board by the Union building delegate.

11-3. The notice of the Superintendent shall categorically set forth all qualifications, requirements, certificate requirements, duties, salaries, and other pertinent information for each such position.

11-4. No such vacancy or new position of either temporary or permanent duration shall be filled within ten (10) school days from the date of posting. If a vacancy or new position is to be filled during the summer, said notices shall be mailed to all teachers thirty (30) days prior to the closing date for filling the position or vacancy.

11-5. All applications for such positions shall be in writing and shall set forth the position for which, and the basis upon which, the applicant solicits consideration. Specific education and or experience in the area relating to the vacancy or new position shall be mandatory for eligibility.

An applicant must possess the appropriate certificate at the time he/she enters into service in said position if a certificate is required for the position.

11-6. Applicants initially deemed ineligible shall be so notified by the Superintendent in writing with specific reason(s) for ineligibility stated. Such notifications shall be made prior to the filling of the position by the Superintendent.

11-7. All applicants deemed eligible for such positions shall be granted an interview by the Superintendent or his/her designee. He/she shall recommend to the Board for appointment the candidate.
11-8. Any teacher presently holding a position shall retain the position without the necessity of reapplying based upon the teacher’s seniority rights under the collective bargaining agreement.

**ARTICLE 12**

**PROMOTIONAL POSITIONS**

12-1. When a vacancy occurs, is about to occur or a position is newly created other than Superintendent of Schools, and is a position that requires an administrative and/or supervisory certificate issued by the Rhode Island Department of Education and is a position not included in the collective bargaining unit represented by the Union, the Superintendent shall provide appropriate posting in every school building on the same day within ten (10) days of the date the vacancy occurred or the position was newly created.

12-2. Appropriate posting shall be deemed to have occurred only after each Union building delegate has signed and dated the posting from the Superintendent in triplicate. One copy shall be returned to the Superintendent by the building principal, one shall be retained by the Union building delegate, and one shall be posted on the Union bulletin board by the Union building delegate.

12-3. The posting by the Superintendent shall categorically set forth all qualifications, requirements, certificate requirements, duties, salaries and other pertinent information for each position posted.

12-4. Teachers who want to be notified of vacancies or newly-created positions occurring after the close of the school year but before the opening of the following school year may leave stamped-addressed envelopes with the Superintendent, and the Superintendent shall send a copy of the posting(s) to all teachers exercising such option. Applications from such teachers must be received by the Superintendent no later than twenty (20) calendar days of the postmark date on the Superintendent’s mailing of the posting in order for an application to be considered.

12-5. All applications for vacancies or newly-created positions shall be submitted to the Superintendent in writing within the time limit specified in the posting and shall set forth the position for which, and the basis upon which, the applicant solicits consideration. Specific education and/or experience in the area relating to the vacancy or newly-created
position is mandatory. The applicant may submit any other information or data the applicant may wish to have considered.

An applicant must include a copy of the appropriate certificate required for the position when submitting his/her application. An emergency certificate shall not be accepted.

12-6. Teachers who apply and who are qualified for such positions shall be interviewed by a panel, appointed by the Superintendent. The recommendation to fill the vacancy shall be made by the Superintendent from among the top three applicants recommended by the Screening Panel. The Screening Panel and the Superintendent shall give preference to qualified employees in the Providence School Department over applicants from outside the school system.

Initial appointment by the Board of the Superintendent’s recommendation shall be on a probationary basis for a period of one (1) year and must be resubmitted to the Board at that time for permanent appointment.

12-7. All teachers who are interviewed shall be notified of the disposition of their applications prior to the Superintendent’s recommendation to the Board.

12-8. All applicants for positions shall be considered without discrimination in regard to race, creed, color, religion, nationality, sex, marital status, or age.

12-9. The amount of time between when a vacancy occurs or a position is newly created and the time when the Superintendent makes a recommendation to the Board shall not exceed forty-five (45) days; and said forty-five (45) days shall be the maximum amount of time that a temporary may be made by the Superintendent if a temporary appointment is warranted.

12-10. All information, records and data regarding the processing of applications under this Article shall be held by the Providence School Department in strict confidence.

ARTICLE 13
OTHER JOB OPENINGS

13-1. All job openings for which additional compensation is provided, and which require certified teaching personnel, including and not by way of limitation, coaching positions in the school athletic
program and teaching positions in the evening school, summer school and all federally-funded programs, and all other extra-curricular positions under the jurisdiction of the Providence School Department shall be posted in the same manner and in accordance with provisions previously set forth in Article 11 of this Agreement.

13-2. Teachers shall make application(s) and these shall be processed according to the procedures referred to in Article 11.

13-3. All teachers regularly assigned to classroom teaching in the Providence School Department during the school year who have filed written applications shall be given preference to work in all programs, including, and not by way of limitation, evening school, summer school, and all federally-funded programs which require certified teaching personnel, before other certified personnel from within and without the system. Any person presently employed shall not be affected by this section.

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

All qualified members of the bargaining unit shall be given preference for appointment to extra-curricular assignments before any out-of-school personnel may be hired. Any person presently employed shall not be affected by this paragraph.

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

ARTICLE 14
TRANSFER POLICY

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

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

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

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

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

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

14-6. Transfer requests may be filed at any time during the school year. Said transfer shall take effect either by September or before at the discretion of the Superintendent.

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

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

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

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

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

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

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

14-14. In the event there is a decrease in the number of teachers in any area of certification, teachers shall be transferred according to their system-wide area of certification seniority.

Said teacher, however, shall not be transferred should there be a vacancy on or before the end of the third week in July for any reason including but not limited to a new position being created, retirement, resignation, death or a teacher on a leave of absence from September 1 to the close of the school year who is not guaranteed said position pursuant to the Contract. Should there be a vacancy as stated herein, consolidated teachers within the school shall re-select positions in accordance with their system-wide area of certification seniority. If consolidated teachers within a school have already selected positions based upon their system-wide area of certification seniority and a vacancy should occur as noted herein before the end of the third week in July, those teachers within the school shall re-select positions based upon said seniority and must designate proxies in writing to select on the teachers' behalf in the event that the teachers are not available to select positions on their own behalf at the time selections are again to be made, or said teachers will be placed by the Personnel Office after all other teachers have been placed in said school.

Said teachers as may be transferred shall be reassigned in said area of certification in the inverse order of their transfer, if said teachers are available and so desire to be reassigned. No new appointments shall be made to said area of certification while there are available teachers so transferred. Any teacher reassigned back to said area of certification shall have credited to him/her the total number of years of teaching service in said area of certification.

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

System-wide area of certification seniority shall be the number of years of service, or parts thereof, in
a position requiring a certificate. The number of years of service, or parts thereof, shall include teaching periods, unassigned periods, administrative periods, compensatory periods and travel time during the school day. Where a teacher has service in more than one area of certification; that is, two or more areas requiring different certificates, fractional system-wide area of certification seniority shall accrue to the teacher. A teacher’s non-teaching service time during the school day; that is, administrative periods, compensatory periods, unassigned periods and travel time during the school day shall accrue to the certificate area required of the teacher to fulfill the majority portion of his/her assignment. Where a teacher has no majority assignment, the teacher shall choose, at the time the program begins, to which certificate area among those required to fulfill those assignments the non-teaching service portion of the program shall accrue system-wide area of certification seniority.

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

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

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

Teachers who are transferred because of a decrease in the number of teachers in any area of certification shall be given preference over any teacher on the transfer list, or any teacher who has filled out a preference sheet, provided said teacher is qualified, and/or for any teaching position being
filled by any substitute teacher occupying a position not guaranteed to a teacher on paid leave, as provided in Article 5, Section 13 of this Agreement. In the event that two or more teachers should seek the same position, system-wide area of certification seniority in the position being sought shall be the determining factor.

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

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

14-14.1. How Teachers Are Folded Back Into Teaching Positions:
The following is the listing in order of priorities on how teachers are folded back into teaching assignments:

Each year from March 1 through and inclusive of the third week in July, teachers who receive lay-off notices shall be reinstated, if positions are available, pursuant to the procedures of 14-14.1.6 and 14-14.1.7. Said teachers shall return to the positions they held in the prior school year if said positions are available; and if not available, said teachers shall be reassigned pursuant to 14-14.1.3.

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

14-14.1.1. Paid Leave and Parental/Adoptive Leave
14-14.1.2. No-Pay Leave
14-14.1.3. Reassigned Teacher
14-14.1.4. Preference List
14-14.1.5. Transfer List
14-14.1.6. Suspension List
14-14.1.1. Paid Leave and Parental/Adoptive Leave:
A position being filled for a person who is on paid leave or parental/adoptive leave should not cause any problem because this position must have been filled by a long-term substitute. Therefore, the person on paid leave or parental/adoptive leave returns to the slot that he or she left. If said teacher returning from paid or parental/adoptive leave is reassigned because of a decrease in the number of teachers in any area of certification, said teacher will be reassigned pursuant to 14-14.1.3.

14-14.1.2. No-Pay Leave:
A teacher granted a leave of absence without pay shall be reinstated at the termination of his/her leave. Such teacher shall be given preference to the specific assignment he or she held at the time his/her leave was granted, if available. In no case shall any substitute teacher replacement be retained for such specific assignment. If the specific assignment is not available, due to said assignment having been declared a vacancy by the Superintendent and filled pursuant to the terms and provisions of the Collective Bargaining Agreement, said teacher will be reinstated and reassigned pursuant to 14-14.1.3.

14-14.1.3. Reassigned Teachers:
A teacher who has been transferred because of a decrease in the number of teachers in any area of certification or who is returning from leave and is in need of reassignment or who is recalled and whose specific position is no longer available, shall be given preference over any teacher on the transfer list or any teacher who has filled out a preference sheet provided said teacher is qualified and/or for any teaching position being filled by any substitute teacher occupying a position not guaranteed to a teacher on paid leave or parental/adoptive leave. The order of placement on this reassigned teacher list is according to their system-wide area of certification seniority. Said system-wide area of certification seniority shall be applied to every area of certification that the reassigned teacher is certified in at the time of reassignment.

14-14.1.4. Preference List:
The Preference List is that list of teachers within that building who are seeking an intra transfer. If two or more teachers request transfer to that intra vacancy, the assignment will be made on the basis
14-14.1.5. Transfer List:
The next order of consideration for any vacancies or new positions will be given to qualified teachers on the transfer list and in accordance with Article 14 of the transfer policy in the Collective Bargaining Agreement.

14-14.1.6. Suspension List:
Probationary teachers who have received suspension letters shall be reinstated in the inverse order of their suspension determined by their date of employment as probationary teachers. No new probationary or long-term substitute appointments shall be made while there are available probationary teachers so suspended unless the suspended teacher is not certified in the newly-created or vacant teaching position. Teachers shall have available to them any and all vacancies that are known to the School Department at the time of recall. Said teachers being recalled will return to their former positions if said positions are available. If said positions are not available, the order of placement shall be according to system-wide area of certification seniority.

14-14.1.7. Long-Term Substitutes:
Previously employed long-term substitute teachers shall be given preference for appointments as probationary teachers when permanent vacancies next occur within the areas of certification as determined by their date of employment as a long-term substitute teacher providing the above has been met. In the event that a previous probationary teacher is offered a long-term substitute position at the time of return that said probationary teacher will be given the next probationary opening available before any formerly employed long-term substitute.

Teachers with continuous and uninterrupted long-term substitute teaching service in the Providence School System immediately prior to September 1, 1973 shall have any and all of the rights provided...
14-14.1.8.

long-term substitute teachers hired on or after September 1, 1973.

14-14.1.8. Part-Time Teachers:

In the event that it is necessary to establish part-time teaching positions, the Board shall recall teachers from layoff pursuant to Article 14, Section 14 except that should a laid-off teacher be offered a part-time position and accepts or refuses, he/she is not deemed to have waived his/her rights to recall to a full-time position nor any and all other rights under the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union. However, any laid-off teacher who refuses said part-time position may not assert a right to said position should it expand to a full-time position later in the school year.

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

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

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

Placement Meetings During the Summer Recess:

Teachers needing reassignment under 14-14.1.3. shall be placed on August 1 or on the first business day in August, should August 1 fall on a Saturday,
Sunday or holiday. All available vacancies known to the School Department as of August 1, including positions previously held by currently suspended teachers shall be available to teachers in this category; and all of said known vacancies shall be mailed to all teachers needing reassignment at least four (4) business days prior to the placement meeting. Teachers are to call the Personnel Office if it is felt that a position has been improperly or not listed. A teacher unable to attend said placement meeting must designate a proxy in writing to attend said meeting to select said teacher's assignment or said teacher will be placed by the Personnel Office after all other teachers have been placed.

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

14-14.2. How Ties on Seniority Lists Are Broken:
A teacher under the supervision of more than one principal shall be evaluated by all principals who supervise said teacher with an average taken to determine the rating for the year.

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

14-14.3. Itinerant Teachers.
Any teacher occupying a full-time position in any school whose program is reduced to less than a full-time position pursuant to Article 14, Section 14 with said reduction based upon System-Wide Area
of Certification Seniority shall become an itinerant teacher and shall have reinstatement rights equal to the reinstatement rights of all other teachers pursuant to said Article 14, Section 14.

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

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

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

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

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

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

Should non-home-base assignments exist as a result of the impossibility of performance of A, B, C or D hereinabove stated, then said non-home-base assignments shall be offered to those itinerant teachers needing non-home-base assignments to complete their teaching programs pursuant to System-Wide Area of Certification Seniority.
15-1.

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

ARTICLE 15
TEACHER PROGRAMS

15-1. Secondary Schools and Middle Schools

15-1.1. No later than Friday before the spring vacation, programming preference sheets shall be distributed to all teachers. Programming preferences will be honored to the extent consistent with the preparation and experience of the teacher and the needs of the school system. All assignments shall be made on an educationally sound basis. All preference sheets shall be returned by May 1. No later than ten (10) days prior to the end of the school year, teachers shall be given the following information on their programs for the next school year: Subject and grades of subjects to be taught, and any special information about particular classes teachers may be required to teach, and the grade, and particular type of homeroom.

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

15-1.3. Teaching periods shall not exceed five (5) per day, or twenty-five (25) per week.

15-2. Program Guidelines

15-2.1. Teachers shall be programmed so as to have a minimum of lesson preparations. Program requests of teachers shall be taken into consideration in determining this minimum. This policy shall be followed especially for beginning teachers and teachers having homeroom classes with maximum teaching loads.

15-2.2. Teachers shall be assigned to teach in their area of certification only.
15-2.3. The number of different rooms in which assignments occur shall not exceed three (3) in any one day.

15-2.4. Equitable standards shall be applied within each school for exemption from homerooms, building assignments and for class size distribution.

15-3. Elementary Schools

15-3.1. Time shall be devoted in the schools during the school day, no later than March 1, for teachers to discuss and recommend procedures to be used in making assignments for the coming year. If it is impossible to schedule a meeting during the school day, the March teachers' meeting shall be set aside for this purpose. Plans, goals and personnel needs for special programs shall also be considered.

15-3.2. Teachers shall be given preference sheets on which to indicate their preference in order of priority of grade level and type of class, with the understanding that if an opening exists, such preferences will be honored, to the extent consistent with the preparation and experience of the teacher and the needs of the school system. All assignments shall be made on an educationally sound basis. Teachers shall be given an opportunity to discuss their assignment requests with their principal. All preference sheets should be returned to the principal on or before May 1.

15-3.3. With regard to requests as to grade level or special assignments, teachers with the highest seniority shall be given preference if the teacher's qualifications for the position are the same.

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

ARTICLE 16
TEACHER MEETINGS

16-1. Teacher meetings shall be scheduled in advance at the beginning of the school year by the principal and the teachers. The total number of meetings shall not exceed ten (10) per year.

16-2. Students shall be dismissed one (1) hour
early on the day of teacher meetings to the extent permitted by the State Department of Education.

16-3. Teachers shall be notified at least twenty-four (24) hours in advance of an emergency teachers' meeting and written notice shall be given to all teachers stating the nature of the emergency.

16-4. An agenda shall be prepared in advance of the regular teachers' meeting of the entire faculty by the principal and a committee of teachers. This agenda shall be distributed in advance to all teachers. Teachers' meetings shall be conducted by the principal or his/her designee in a manner which will encourage free participation by all teachers.

16-5. The Superintendent may chair one afternoon meeting immediately after school hours in each school to discuss matters with the teachers. Reasonable notification shall be given to the teachers.

ARTICLE 17 GRIEVANCE PROCEDURE

Purpose: It is the declared objective of the Parties to encourage the prompt and informal resolution of teacher or Union disputes as they arise, and to provide recourse to orderly procedures for the satisfactory adjustment of disputes. Teachers subject to this agreement shall be excused from duty without loss of pay in the processing of a grievance.

Definition: A grievance shall mean a complaint or claim by a teacher or the Union filed with or by the Union that an event or condition exists which represents a violation, inequitable application, misrepresentation, or misinterpretation of this agreement; or that the teacher or the Union has been treated inequitably or unfairly by reason of an act or condition which is contrary to established policy or practice governing or affecting teachers or the Union or contrary to established professional ethics and standards.

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

17-1. LEVEL 1 — School

17-1.1. Any teacher shall submit his grievance, in writing, on a Union Grievance Report Form to the
17-3.2. The teacher and the Union designee will receive at least one (1) school day notice of the meeting and the opportunity to be heard. The principal and/or the appropriate administrative head may be present to state his views.
17-3.3. The Superintendent shall communicate his written decision together with supporting reasons to the teacher and the Union as soon as possible but not later than five (5) school days after the date of the meeting at Level 3.

17-4. LEVEL 4 — Board
An appeal of the decision from Level 3 may be made, in writing, signed by the Union, to the Board within ten (10) school days after the decision from Level 3 has been received. A meeting shall be held within fifteen (15) school days after receiving the appeal from Level 3. Present at the meeting shall be the teacher and/or the Union. The teacher and the Union shall receive at least two (2) school days notice of the meeting and shall have an opportunity to be heard. The Superintendent and principal and/or the appropriate administrative head may be present at the meeting to state their views. The Board shall notify the teacher and the Union, in writing, of its decision within five (5) school days after the hearing.

17-5. LEVEL 5 — Arbitration
17-5.1. A grievance which was not resolved at Level 4 under the grievance procedure may be submitted by the Union to arbitration. The arbitration may be initiated by the Union by filing with the Board a request for arbitration. The notice shall be filed not later than twenty-five (25) school days after receipt of a decision in writing from Level 4 of the grievance procedure.

17-5.2. Within seven (7) days after arbitration has been requested by the Union, the Union and the Board shall each select and name one (1) arbitrator and shall immediately thereafter notify each other in writing of the name and address of the person so selected. The two (2) arbitrators so selected and named shall, within ten (10) days from and after their selection agree upon and select and name a third arbitrator. If, within said ten (10) days, the arbitrators are unable to agree upon the selection of a third arbitrator, such third arbitrator shall be selected in accordance with the rules and procedure of the American Arbitration Association. If the Union agrees with the Board to a different method of selecting arbitrators, or to a lesser or greater number of arbitrators, or to any particular arbitrator, or if they agree to have the State Board of Education designate the arbitrator or arbitrators to conduct the arbitration, such agreement shall gov-
17-6.1. General Matters on Grievances

17-6.1. All grievances shall be handled as quickly as possible. The number of days indicated at each level shall be considered maximum and every effort shall be made to expedite the procedure. The time limits specified on any level of this procedure may be extended, in any specific instance, by mutual agreement of the Parties, in writing.
17-6.2. Any grievance which is not presented within twenty (20) school days from the date of occurrence of the grievance or which is not appealed to any of the successive levels within the time limits prescribed herein shall be deemed to have been waived. A failure of a representative of the Board responsible to meet and/or to answer a grievance at any of the levels of the grievance procedure within the time limits provided shall permit the Union to proceed to the next level of the grievance procedure.

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

17-6.4. All grievance hearings shall be closed hearings and shall be open only if the parties mutually agree.

ARTICLE 18
UNION PRIVILEGES, RESPONSIBILITIES AND ACTIVITIES

18-1. Fair Practices
As sole collective bargaining agent the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex or marital status.

18-2. Negotiations
18-2.1. All collective bargaining shall be conducted at the level of the Board, or otherwise as may be determined by the Board by resolution duly adopted.

18-2.2. Members of the Union Negotiating Committee, not in excess of five (5), shall, upon arrangement, be excused from duty with pay, for teaching time spent in negotiations or other scheduled occasions with the Board or its representatives, with provision made for substitute relief.

18-3. Union Activity at the School Level
18-3.1. The principal shall meet, upon request, at reasonable intervals and mutually agreed upon times, with a committee elected by Union members in the school and the Union Representative to consult on school problems, policies and procedures.

18-3.2. At least one (1) bulletin board shall be reserved at an accessible and conspicuous place in each school for the exclusive use of the Union for
purposes of posting material dealing with proper and legitimate business of the Union. Notices must be signed by the Building Representative or his authorized representative. The location of the Bulletin Board shall be determined after reasonable consultation with the Union’s building representative. The Parties agree that the location of the Bulletin Board shall not interfere with the operation of the school.

18-3.3. The Union shall have the right to place material dealing with the proper and legitimate business of the Union in the mailboxes of teachers. No rival teachers’ organization shall have the right to place any material in the mailboxes of teachers.

18-3.4. Members of the Executive Board of the Union and/or the building representative shall have the right to schedule Union meetings of the teacher members in the school before or after the regular school day hours and during the lunch time of the teachers involved, upon prior notification to the principal and provided it does not interfere with the operation of the school.

18-3.5. The Union shall be given a place at the end of the agenda of the building teachers’ meeting for announcements.

18-3.6. Administrators shall not participate in recruitment, solicit membership forms or collect membership dues for rival teacher organizations.

18-4. Union Activity at the School Department Level

18-4.1. Union officers may use the communication facilities of the school department for conducting regular Union business. This includes local telephone calls and the use of duplication equipment provided it does not interfere with the normal operation of the school. This provision shall not apply to any organization during the period between an order for an election and the day following the election.

18-4.2. Upon request of the Union, the Superintendent shall meet monthly at a mutually agreeable time with representatives of the Union to discuss matters of educational and personnel policy and development as well as matters relating to the implementation of this Agreement.

18-4.3. Upon notification to and prior mutual arrangement with the principals involved, the Union President or his/her designee shall be free to visit schools during school hours to confer on work-
18-4.4. Teachers desiring Providence Teachers Credit Union payments deducted from their regular check may do so by filing an individual request with the payroll section of the Personnel Office, in accordance with the Credit Union’s policy.

18-5. Information to the Union

18-5.1. The Board shall make available to the Union upon request any reasonable information, statistics, and records which are relevant to negotiations, grievances, or necessary for the proper and legitimate enforcement of the terms of this Agreement. A copy of the annual Audit and Budget shall be sent to the Union President when available.

18-5.2. The President shall be furnished a copy of the agenda of every Board meeting three (3) days in advance of each regular meeting and notice of a special meeting, as well as resolutions duly adopted at the last meeting.

18-5.3. Form 31 and all supplements thereto and the public school budget prescribed by the Commissioner of Education under the provisions of Section 26, Chapter 7 of Title 16, General Laws of 1956, as amended, shall be delivered to the Union President no later than ten (10) days after the filing of such reports with the Department of Education. A copy of the itemized annual budget shall be delivered to the President of the Union within ten (10) days after approval by the Board.

18-5.4. Two (2) copies of any and all notices sent to teachers by the Board or by any of its administrative agents shall be sent to the Union Office. Also, two (2) copies of any and all job postings by the Board or by any of its administrative agents shall be sent to the Union Office.

18-6. Payroll Deduction

18-6.1. The Board agrees that it will withhold from each teacher’s paycheck an amount of money equal to the Union dues and to transmit said monies to the Union in accordance with the provisions of this Section. The total amount of such sums deducted shall be forwarded to the Union Treasurer no later than thirty (30) days after each deduction was made, together with the names of individuals, the period covered, and such other information as may be necessary to the Union to maintain its record current.

18-6.2. The Board shall deduct from each teacher’s
paycheck a sum of money authorized by teachers on forms prescribed by the Providence Teachers Credit Union for the Union's Committee on Political Education. The total amount of all teachers' monies so deducted shall be forwarded to the Providence Teachers Credit Union no later than thirty (30) days after each of said deductions is made from teachers' paychecks together with the teachers' names, the payroll period covered and such other information that may be required by the Providence Teachers Credit Union for the maintenance of its records.

18-7. Tax Sheltered Annuity

The Board shall continue its present policy of making tax sheltered annuity programs available for purchase to all teachers. Participation in the annuity program is entirely voluntary.

ARTICLE 19
SAVINGS CLAUSE

19-1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

19-2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

19-3. There will be no waiver or modification of any of the agreements, terms or provisions contained in this Agreement by any teacher with the Board.

19-4. The terms and conditions of this Agreement shall not be modified, amended or altered in any way unless made in writing and signed by both parties.

19-5. The rights and benefits of teachers provided in this Agreement are in addition to those provided by the City of Providence, State of Rhode Island and federal laws, rules, ordinances or regulations including, but not by way of limitation, all applicable tenure, pension and education laws and regulations. However, there is to be no double benefits or pyramiding of such benefits.

19-6. The Board will continue its policy of non-discrimination with reference to race, creed, national origin, sex, marital status or age.
20-1.

ARTICLE 20
DURATION

20-1. This Agreement and each of its provisions shall be in effect as of September 1, 1985 and shall continue in full force and effect until August 31, 1988.

20-2. The Board and the Union agree that during the life of this Agreement any and all disputes arising between them shall be settled in accordance with the grievance procedure of this Agreement. The Union agrees that it will not engage in, instigate, or condone any strike or work stoppage or any concerted refusal to perform work duties on the part of any teacher of the bargaining unit.

SIGNATURES

MEMBERS OF THE PROVIDENCE SCHOOL BOARD

Vincent P. McWilliams, Chairperson
Robert A. DeRobbio, Vice Chairperson
Mary F. Gaboury, Secretary
Roosevelt Benton
Anthony DiMaio
Lynn C. Ellis
William J. Iannucci
Bruce G. Sundlun

MEMBERS OF THE UNION NEGOTIATING COMMITTEE

Marcia B. Reback, President
Phyllis E. Daly
Marsha R. Berger
Francis F. DuVally
Joseph A. Jannetta
APPENDIX A

A-1. Teachers' Basic Salary Schedule

September 1, 1985 to August 31, 1986

<table>
<thead>
<tr>
<th>Step</th>
<th>Salary</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
<td>18,036</td>
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<td>3</td>
<td>19,419</td>
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<tr>
<td>4</td>
<td>20,801</td>
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<td>5</td>
<td>22,184</td>
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<tr>
<td>6</td>
<td>23,566</td>
</tr>
<tr>
<td>7</td>
<td>25,075</td>
</tr>
<tr>
<td>8</td>
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September 1, 1986 to August 31, 1987

<table>
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<td>3</td>
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<td>21,924</td>
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<td>5</td>
<td>23,382</td>
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<td>24,839</td>
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<td>7</td>
<td>26,429</td>
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<td>27,754</td>
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<td>28,946</td>
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<td>31,794</td>
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</table>

September 1, 1987 to August 31, 1988

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<th>Step</th>
<th>Salary</th>
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<td>20,037</td>
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<td>3</td>
<td>21,573</td>
</tr>
<tr>
<td>4</td>
<td>23,108</td>
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<tr>
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<td>24,645</td>
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<td>26,180</td>
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<tr>
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<td>27,856</td>
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<td>8</td>
<td>29,253</td>
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<td>30,509</td>
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<tr>
<td>10</td>
<td>33,511</td>
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</table>

A-2. Professional Advancement Schedule

September 1, 1985 to August 31, 1986

<table>
<thead>
<tr>
<th>Degree</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelor's Plus 30 Hours</td>
<td>$755</td>
</tr>
<tr>
<td>Master's</td>
<td>1,155</td>
</tr>
<tr>
<td>Master's Plus 30 Hours</td>
<td>1,557</td>
</tr>
<tr>
<td>Doctorate</td>
<td>1,957</td>
</tr>
</tbody>
</table>
APPENDIX B

B-1. Travel Allowance

The Board agrees to pay twenty-five cents (25¢) (Effective September 1, 1984 twenty-seven cents (27¢)) per mile to all teachers authorized to use their own cars. The amount of payment will be determined by odometer readings taken daily at the beginning and end of necessary school-related mileage. Payments will be made monthly on the basis of such mileage reports submitted to the Superintendent or his/her designee monthly on forms furnished by the Superintendent or his/her designee.

B-2. Extra Curricular Activities

Teachers will be compensated for participation in extra curricula activities in accordance with the provisions of the following schedule:
### B-2.1. Senior High Schools

<table>
<thead>
<tr>
<th>Activity</th>
<th>Home-room</th>
<th>Compensatory Time</th>
<th>Annual Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yearbook Advisor</td>
<td>None</td>
<td>1 period per day</td>
<td>$200</td>
</tr>
<tr>
<td>Assistant Faculty Advisor</td>
<td>None</td>
<td>None</td>
<td>100</td>
</tr>
<tr>
<td>Newspaper</td>
<td>None</td>
<td>1 period per day</td>
<td>200</td>
</tr>
<tr>
<td>Literary Magazine</td>
<td>None</td>
<td>2 periods per day</td>
<td>100</td>
</tr>
<tr>
<td>School Treasurer</td>
<td>None</td>
<td>2 periods per day</td>
<td>100</td>
</tr>
<tr>
<td>Work Experience Coordinator</td>
<td>None</td>
<td>1 period per day</td>
<td>None</td>
</tr>
<tr>
<td>A-V Coordinator</td>
<td>None</td>
<td>1 period per day</td>
<td>100</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Home-room</th>
<th>Compensatory Time</th>
<th>Annual Stipend</th>
</tr>
</thead>
<tbody>
<tr>
<td>Literary Publications Jr. High &amp; Middle</td>
<td>Yes</td>
<td>1 period per week per publication</td>
<td>$100 per pub.</td>
</tr>
<tr>
<td>Dramatics Coach* Jr. High &amp; Middle</td>
<td>None</td>
<td>None</td>
<td>**250 per prod.</td>
</tr>
<tr>
<td>A-V Coordinator Jr. High &amp; Middle</td>
<td>Yes</td>
<td>1 period per day</td>
<td>100</td>
</tr>
<tr>
<td>A-V Coordinator Elementary</td>
<td>Yes</td>
<td>1 period per day</td>
<td>100</td>
</tr>
</tbody>
</table>

*This does not include the Social Arts Coordinators when dramatics is part of their duties.

**Not to exceed (3) productions per year provided each has prior approval of Superintendent in writing.

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

<table>
<thead>
<tr>
<th>Compensatory Time</th>
<th>No. of Teachers in Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 periods per day</td>
<td>15 or more</td>
</tr>
<tr>
<td>2 periods per day</td>
<td>10-14</td>
</tr>
<tr>
<td>1 period per day</td>
<td>5-9</td>
</tr>
<tr>
<td>0 period per day</td>
<td>1-4</td>
</tr>
</tbody>
</table>

B-3.1. The increment for all department heads in senior high schools and head counselors of Guidance in junior high and middle schools shall be $600, the variable commensurate with size of Department shall be compensatory periods allotted and not differentiation of increment.
B-3.2. Vocational department heads with fewer than five (5) teachers in a department will receive $400 per year with no compensatory time.

B-3.3. In no case shall a department head teach fewer than two (2) periods per day.

B-3.4. The limitation of teachers, per this Table, does not apply to Guidance Department Heads or Chairperson.

B-3.5. Senior high, junior high and middle school department chairperson shall be granted one (1) compensatory period per day and/or five (5) per week. This period shall be in addition to one (1) unassigned period per day.

*Compensatory time is in addition to one (1) unassigned period per day granted to all teachers and in no case shall a department head or head counselor of guidance in junior high and middle schools be assigned a homeroom.

B-4. Additional Days Worked
Any teacher who is ordered to work any additional days for the Providence School Department shall be paid at a daily rate of 1/181 of his annual gross salary.

B-5. School Psychologists
All certified school psychologists shall receive $200 above base salary.

B-6. Teachers of Ungraded Classes and Home Teachers
B-6.1. All teachers of ungraded classes will receive $300 above base salary.
B-6.2. All home teachers will receive $200 above base salary.

B-7. Special Education Teachers
All teachers of Special Education classes will receive $500 above base salary.

B-8. Federal, Summer, and Evening School Programs
Teachers shall be compensated at the rate of $13 ($13.25 effective September 1, 1986 and $13.50 effective September 1, 1987) per hour in each of the programs which require certified teaching personnel. If Federal Guidelines provide for less than $13 per hour, then Federal Guidelines shall prevail.
B-9. Athletic Directors, Coaches, Drama Coaches and All City Band Directors

Athletic directors and coaches and drama coaches shall be compensated in accordance with the following percentages. These percentages shall apply to the salary on the schedule in Appendix A appropriate to an individual's years of paid coaching experience in each sport in any capacity:

- Athletic Directors: 15%
- Drama Coaches: 15%
- Head Coach - Football: 15%
- All City Band Director: 15%
- Assistant Coach - Football: 10%
- Head Coach - all other sports: 10%
- All City Assistant Band Director: 10%
- Assistant Coach - all other sports: 8%
- Coach of Tennis: 8%
- Coach of Cross-Country: 8%
- Coach of Golf: 8%

An athletic director shall be credited for years of paid coaching experience when computing placement on the salary schedule if he/she resigns a coaching position in order to accept the position of Athletic Director.

B-10. Pay for Help at Athletic Events

Teachers officially designated by the home team athletic director as helpers at athletic events shall be paid $13 ($13.25 effective September 1, 1986 and $13.50 effective September 1, 1987) for each event.

B-11. Reimbursement for Accredited Courses

Teachers taking courses with the prior approval of the Superintendent, in writing, may be reimbursed for their own tuition cost by the Board to the extent of the tuition incurred, upon receipt of proof of completion of a course or courses by means of an official transcript from the college or university as furnished by the teacher. A passing grade will be requisite.

APPENDIX C

COMPREHENSIVE MEDICAL COVERAGE

The Board shall provide, furnish, and entirely pay for the full premium on the following Blue Cross and Physician Service plans and riders herein outlined for all professional teaching personnel in the Providence School Department for individual and family plan coverage.
C-1. Blue Cross Comprehensive Semi-Private
C-1.1. Maternity in full (family plan only)
C-1.2. 365 days
C-1.3. Full non-member
C-2. Blue Shield '100'
C-2.1. 365 days
C-2.2. Obstetrical cases paid in full (family plan only)
C-3. Diagnostic Rider Number 2
C-4. Blue Cross-Blue Shield '100'-Major Medical Plan
C-4.1. $50 deductible, semi-private plus $10
C-4.2. $30,000-$250,000
C-4.3. Private room allowance — semi-private plus $10
C-4.4. 80-20 co-insurance

The medical coverage plan and riders herein outlined shall be continued during the remainder of the year (October 1 to September 30) for all teachers who have exhausted their sick leave allowances during the year.

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

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

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

C-5. Medical Emergency Rider
C-6. Student Rider to Age 26
C-7. Mental Health Rider
C-8. Prescription Drug Rider with $2 deductible - Effective September 1, 1983
C-9. Chiropractic Rider - Effective September 1, 1984
C-10. Effective September 1, 1986 Vision Care Rider, Individual Plan. Effective September 1,

C-11. Alternative Comprehensive Health Care Coverage — Rhode Island Group Health Association hereinafter referred to as the RIGHA.

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

C-11.1. Prescription Drug Rider with $2 deductible - Effective September 1, 1983


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

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


The individual and family Organ Transplant Rider plans shall be provided teachers through payroll deductions with teachers paying the premium cost of said plans.

APPENDIX D
1986-1987 School Calendar

TERMS:

First: Begins September 3, 1986
Ends January 30, 1987

Second: Begins February 2, 1987
Ends June 19, 1987 or the 180th day

67
### QUARTERS:

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### DAYS SCHOOL NOT IN SESSION:

#### 1986:
- October 13, Monday, Columbus Day
- November 4, Tuesday, Election Day
- November 11, Tuesday, Veterans' Day
- November 27, 28, Thursday and Friday, Thanksgiving Recess
- December 22 through January 2, Christmas Recess

#### 1987:
- January 19, Monday, Dr. Martin Luther King Day
- February 16, Monday, Washington's Birthday
- February 16 through February 20, Monday through Friday, Mid-Year Recess
- April 17, Friday, Good Friday
- April 20 through April 24, Monday through Friday, Spring Recess
- May 25, Monday, Memorial Day

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

**NOTE:** The 1987-1988 School Calendar will be published and distributed as soon as it is available.

### APPENDIX E

**Delta Dental Coverage**

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

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

**APPENDIX F**

**Job Sharing**

F-1. Ten (10) job-sharing positions shall be available each school year. Said job-sharing positions shall be for one (1) year duration and may be renewed each subsequent school year. Should the number of applications for job-sharing positions exceed ten (10) or should the number of applications in a specific area of certification exceed the number of long-term substitutes available to fill the remaining positions, the successful applicants shall be drawn by lot by a person mutually agreeable to the Superintendent and Union President.

F-2. Job-shared positions shall be available only to regularly employed teachers in areas of certification where there is an available long-term substitute to fill the remaining position and only to regularly employed teachers who have taught three (3) continuous years and who are guaranteed employment for the subsequent school year. Job-shared positions shall be available only to teachers in the area of certification in which they are working and are guaranteed to continue to work in the subsequent school year. Teachers must indicate their desire to job-share no later than the last business day in June of the school year prior to the school year in which they wish to job-share.

F-3. Teacher applications for the job-shared positions must be submitted to the Superintendent’s office no later than the last business day in June of the school year prior to the school year in which they wish to job-share. If more than one position at a level occurs, a lottery shall be conducted within five (5) days and the Superintendent shall notify the applicants no later than the third Monday of July as to whether they have been accepted for job-sharing; and if not, the reason(s) for disqualification.

F-4. Job-sharing positions shall be filled only by teachers who have jointly agreed in writing to work together and shall be granted only upon mutual agreement in writing of the job-sharers, the Superintendent and the Union President.
F-5. Teachers who wish to share a position shall be responsible for matching themselves for the job-sharing positions.

F-6. Teachers submitting applications for the job-sharing positions shall submit their proposal for the job-sharing positions which shall include their agreement and obligations with respect to sharing the responsibilities of the position.

F-7. The job-sharers must complete the Job-Sharers' Agreement addressing the following division and responsibility for:

1. Teaching periods, lunch periods, unassigned periods, compensatory periods, administrative periods, homeroom classes, and the 15 minutes before and 15 minutes after the school day; and
2. Faculty meetings, in-service training, and staff conferences (e.g. IEP); and
3. Grading of students, communications with parents, and parent conferences; and
4. Planning and communication between job-sharers; and
5. Recordkeeping and reporting; and
6. Rotating time schedule and/or teaching programs, if applicable.
7. Job-sharers shall mutually agree in writing as to an administrator in the Providence School Department who shall decide any disputes between the Job-Sharers arising out of the job-sharing position provided that said dispute is not covered by the Collective Bargaining Agreement between the Providence Teachers Union and the Providence School Board. The decision of said administrator shall be binding and no appeal shall be taken except if said administrator's decision is obtained by fraud, would constitute a violation of law if it were implemented, or if it is a violation of the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

F-8. The job-sharing position must be a position held by one of the job-sharers and the teacher holding said position, to be agreed to by the job-sharers, shall be the teacher of record with the other job-sharer being treated only for placement purposes as of the end of the school year as one who is returning from a no-pay leave of absence for personal reasons without pay under 5-6.1 of the Agreement.

F-9. Job-sharers shall receive, based upon the
fractional part of the job-sharing position taught, the pro-rated amount of their own salary, benefits, and other conditions of employment they would ordinarily be entitled to under the Collective Bargaining Agreement between the parties as if they were full-time regular teachers.

F-10. In no case shall the teaching load, salary and fringe benefits of the job-shared position be greater nor less than the equivalent of one (1) teaching position.

F-11. A job-sharer who has a position in the Providence School Department beyond the school day shall continue with said position or relinquish it, but under no circumstances may said position beyond the school day be job-shared.

F-12. Job-sharers shall be provided the Providence Teachers' Blue Cross, Blue Shield, Major Medical, or RIGHA coverage and/or the Delta Dental coverage at the job-sharer's option; and those who opt for said coverage in part or in whole shall reimburse the Providence School Department a pro-rated amount of the cost of said coverages with said amount being equal to the fractional part of the portion of the job-sharing position not taught by the job-sharer. Should one job-sharer not opt for coverage under the Providence Teachers' Blue Cross, Blue Shield, Major Medical or RIGHA coverage and/or Delta Dental, the Providence School Board shall provide full coverage to the other job-sharer.

F-13. In the event of absence of either or both job sharers, the Board shall follow the terms and provisions of the Collective Bargaining Agreement.

In the event that a long-term leave occurs in the case of one of the job-sharers, it shall be filled by a long-term substitute teacher utilizing the recall seniority lists provided that said long-term substitute teacher agrees in writing to fill the absent job-sharer's position for as long as said job-sharer is absent, agrees to have his/her name placed in inactive status on the recall seniority list and to forego any right to a recall as either a long-term substitute teacher or a regularly appointed teacher during the period of said absence but with the understanding that upon completion of the long-term substitute service for said absent job-sharer, the long-term substitute teacher's name shall again be made active on the recall seniority lists and shall be recalled based upon his/her recall seniority rights. Should any teacher on the recall seniority lists be unwilling to assume the available job-sharing long-
F-14. Term substitute teaching position, said teacher shall waive no rights regarding his/her recall seniority rights on the recall seniority lists. If the Board is unable to employ a long-term substitute teacher, the remaining job-sharer shall fill the position for the balance of the school year or until a long-term substitute teacher is hired, whichever occurs first.

In the event that a vacancy occurs in the case of one of the job-sharers, it shall be filled by a regularly appointed teacher utilizing the recall seniority lists provided that said regularly appointed teacher agrees in writing to fill the vacancy for the balance of the school year, agrees to have his/her name placed in the inactive status on the recall seniority lists and to forego any right to a recall as either a long-term substitute teacher or a regularly appointed teacher during the period of said vacancy but with the understanding that upon completion of the school year, the regularly appointed teacher's name shall again be placed on the active status on the recall seniority lists and shall be recalled based upon his/her recall seniority rights. Should any teacher on the recall seniority lists be unwilling to assume the available job-sharing vacancy for the balance of the school year, said teacher shall waive no rights regarding his/her recall seniority rights on the recall seniority lists. If the Board is unable to employ a regular teacher, the remaining job-sharer shall fill the position for the balance of the school year or until a regular teacher or a long-term substitute teacher is hired, whichever occurs first.

F-14. Job-sharers may not change their job-sharing positions. Should a contractual right arise with respect to the job-sharer holding the position of record, said job-sharer holding the position of record shall waive or defer his/her contractual right to change positions to the beginning of the subsequent school year.

F-15. Job-sharing positions and their job-sharers shall be for only one (1) school year and renewable for each subsequent school year and must follow and be pursuant to the job-sharing terms and provisions as stated within this Agreement provided said renewal is in writing and signed by the job-sharers, the Superintendent and the Union President.

F-16. Nothing herein this Agreement shall be construed as providing job-sharers with any rights that violate the terms and provisions of the 1985-1988 Collective Bargaining Agreement between the Board and the Union.
F-17. The number of job-sharing positions shall be increased above the number stated in F-1 and expanded beyond the areas designated only by mutual agreement in writing by the Superintendent of Schools and the Union President.

PROVIDENCE SCHOOL DEPARTMENT
JOB-SHARING PLAN
JOB-SHARERS’ AGREEMENT

To be developed and submitted solely by teachers who meet the requirements of Section F-2. of Job-Sharing Agreement to the Superintendent no later than the last business day in June.

Date _____________

I. General Information
Name of Teacher of Record in Position Proposed for Job Sharing ____________________________
School (s) ___________________________
Grade (s) ___________________________
Present Teaching Area(s) of Certification ____________________________

Name of Teacher Proposing to Join Teacher of Record in Job Sharing Position

Present School(s) ____________________________
Grade(s) ____________________________
Present Teaching Area(s) of Certification ____________________________
II. Teaching Program of Teacher of Record (Include all teaching periods, lunch periods, unassigned periods, compensatory periods, administrative periods, homeroom periods, and 15 minutes before and after school day.)

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<thead>
<tr>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
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15 minutes before school day begins \hspace{1cm} 15 minutes after school day ends

III. Proposed Job Sharing Schedule for Position (Please complete both Sections A and B to include all teaching responsibilities detailed in Section II.)

A. Proposed Schedule of Teacher of Record

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<tr>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
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15 minutes before school day begins \hspace{1cm} 15 minutes after school day ends
### B. Proposed Schedule of Teacher Joining Teacher of Record

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<tr>
<th>Time</th>
<th>Monday</th>
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<td>15 minutes after school day ends</td>
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### IV. Description of Proposed Plan for Addressing Related Educational Activities (Describe how the following items will be handled in your job sharing. Use an additional page if necessary.)

1. **Communication and Planning between Job Sharers**
   
2. **Record Keeping and Reporting**
   
3. **Communication with Parents**
   
4. **Parent-Teacher Conferences**
   
5. **Other Staff Conferences (e.g. IEP Conference)**
G-1.

6. Grading of Students ___________________________

7. Faculty Meetings _____________________________

8. In-Service Training ___________________________

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

Mutually agreed upon Administrator (per F-7.)

V. Signatures
Teacher of Record in Position Proposed for Job-Sharing _________________________

Date _____________________

Teacher Proposing to Join Teacher of Record in Job-Sharing Position ____________

Date _____________________

APPENDIX G
TEACHER EXCHANGE PROGRAM

G-1. Effective as of orientation day each school year, any two (2) teachers teaching in the same area of certification or who are teaching in the same two (2) or more certification areas in exactly the same system-wide area of certification seniority fractional parts and whose positions the Superintendent of Schools has guaranteed in writing will exist for the entire school year, shall have the right to exchange their respective teaching positions for said school year provided that they both mutually agree in writing to serve in said exchanged positions with the understanding that they retain any and all rights under the Collective Bargaining Agreement between the parties, provided that they agree and understand that as of the end of said school year, they will return to their respective positions held prior to the exchange and shall be subject to the terms and provisions of the Agreement as if no exchange had occurred provided that they have taught in the Providence School Department for
three (3) years and provided that pursuant to Article 8, Section 26 of the Collective Bargaining Agreement entitled “Lesson Plans” neither of the two teachers will be preparing lesson plans or is under “investigation” pursuant to said Article 8, Section 26 for the purpose of determining whether he/she will have to prepare lesson plans. The above shall apply to exchanges effective as of orientation day of each school year.

G-2. Between ten (10) school days before the end of the school year and August 20, teachers who mutually agree to exchange positions shall indicate in writing to the Superintendent their desire to exchange positions for the subsequent school year.

   No more than one (1) pair of teachers in a school shall be allowed to participate in the teacher exchange program nor may more than one (1) teacher in a school be allowed to exchange with a teacher in another school. One (1) lottery shall be held to determine the paired teacher exchange within a school, and a separate lottery shall be held to determine the paired teacher exchange between two different schools. The lotteries shall be conducted by an individual mutually agreeable to the Superintendent and the Union President.

G-3. Provided all conditions stated above have been met, the Superintendent shall notify the teachers in writing that they shall exchange their positions with said notice to be provided no later than five (5) calendar days before the start of the school year in which the exchange is to take place.

G-4. At the end of each quarter the Superintendent may terminate the exchange of any pair of teacher exchanges provided he provides the teachers involved with a statement of cause and said cause constitutes good and just cause.

G-5. Additionally, during the school year the Superintendent may identify up to five (5) additional pairs of teachers who mutually agree in writing to exchange their respective teaching positions based upon the needs of the school system in accordance with the conditions stated hereinabove.

APPENDIX H
SACKETT BASIC EDUCATION
SCIENCE AND TECHNOLOGY
MAGNET PROGRAM

The following shall apply with respect to the Sackett Basic Education/Science and Technology
H-1. 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 also may 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 1, 1986, summer placement meeting and choose a position pursuant to the Collective Bargaining Agreement between the Board and the Union.

H-3. The following are the expectations of a teacher in the Sackett Basic Education/Science and Technology Magnet Program:

- Be responsible to carrying out in his/her classroom the prescribed magnet program curriculum and other program activities;
- Participate in curriculum development workshops and in-service training during the school day;
- Participate on a paid basis in after school, summer in-service, and/or curricular development activities on a voluntary basis;
- Be able and willing to transfer and integrate science concepts in all content areas;
- Modify classroom instructional techniques to fit within the context of a science/technology oriented environment;
- Work cooperatively with other teachers whenever the curriculum requires a cooperative teaching approach;
- Actively participate in school field study pro—
grams during the school day that are appropriate to the grade level;
- Organize the physical environment of the classroom to reflect the overall school theme;
- Meet on a scheduled basis with the laboratory resource teacher to plan and assess the status of both group and individual activities;
- Participate in student teacher and/or practicum programs, if certified;
- Work jointly with the resource teacher in the science laboratory in the demonstration of prescribed activities.

Except as noted in Appendix H, hereinabove any and all other terms and provisions of the Collective Bargaining Agreement between the Board and the Union shall remain in full force and effect with respect to the Sackett Basic Education/Science and Technology Magnet Program.

APPENDIX I
HOPE HIGH SCHOOL ESSENTIAL SCHOOL PROJECT

The following shall apply only to the Hope High School Essential School Project, (hereinafter referred to as “ESP”) and shall be an exception to the Collective Bargaining Agreement between the Providence School Board and the Providence Teachers Union.

Section A. Positions in the ESP:

1. Teaching positions in the ESP, including the position of head teacher, shall be posted and filled pursuant to Article 11 titled “Posting and Filling of Other Job Openings” except that postings shall be made at and limited only to Hope High School and positions shall be filled only by teachers who were members of the Hope High School faculty as of September 1, 1985. In the event that there are no qualified applicants for said posted positions from among said Hope High School faculty, said positions shall be posted system-wide and filled pursuant to Article 11.

2. A committee composed of the Superintendent or his designee; the princi-
I-C.

pal of Hope High School; the Brown Director of the Institute for Secondary Education, or his designee; an elected representative of the Hope High School faculty; and the head teacher, when a candidate for an ESP position is being interviewed, shall constitute the interviewing committee in lieu of the interviewing process provided by Article 11, Section 7.

3. Vacancies and newly created positions in the ESP shall be filled according to the procedures stated hereinabove, and shall not be filled subject to the transfer lists, preference sheets, or other assignment or reassignment rights pursuant to Article 14.

4. Positions of teachers in the ESP shall not be reduced or eliminated, except that should the recruitment for students not realize sufficient enrollment to warrant maintaining the full ESP faculty, said ESP faculty shall be consolidated out of the ESP pursuant to the Collective Bargaining Agreement. Teachers in said positions shall not be subject to being reassigned out of Hope High School or ESP unless and until said teachers become subject to reassignment out of certification are system-wide and/or are subject to lay-off as provided for in Article 14.

Section B. Maintenance of Positions at Hope High School:

1. Effective September 1, 1985 no regularly appointed teacher filling any position at Hope High School as of September 1, 1985 shall be consolidated and/or reassigned out of Hope High School except as said teachers may become subject to reassignment out of certification area system-wide and/or are subject to lay-off as provided for in Article 14, or as said teachers may voluntarily transfer, resign, or otherwise vacate said positions pursuant to the Collective Bargaining Agreement.

Section C. Assignments and Transfers to Hope
I-E.

High School after September 1, 1985:

1. Teachers offered positions at Hope High School after September 1, 1985 pursuant to the Collective Bargaining Agreement shall be subject to all provisions of the Collective Bargaining Agreement except that teachers offered their first choice for transfer to said positions at Hope shall not be compelled to accept said first choice, and said teacher shall not lose his/her standing on the transfer request list if he/she refuses said first choice.

2. The School Department shall maintain system-wide area of certification seniority (SWACS) lists for all regularly appointed teachers joining the regular Hope High faculty after September 1, 1985, and said teachers appearing on said lists shall not be subject to the exceptions of the Collective Bargaining Agreement between the Union and the Board as provided for in this amendment and all teachers offered positions at Hope High School after September 1, 1985 shall be so informed.

Section D. Homeroom and Administrative Assignments:

1. Teachers in the ESP shall be guaranteed at least one (1) planning period each day in addition to their unassigned and duty-free lunch periods each day.

2. Teachers in the ESP shall be programmed for homeroom assignments and administrative assignments during homeroom period within the ESP and not within the regular Hope High School program, and shall be subject to inhouse substitute coverage as provided for in Article 8, Section 7 at Hope High School and ESP.

Section E. Opt Out Provision:

1. After each teacher's first year in ESP said teachers have the opportunity to opt out of the program by giving written notice to the Superintendent no later than May 1 of said school year.
that said teacher desires to leave the ESP at the end of said school year. Teachers opting out of the ESP shall be reassigned pursuant to the provisions of Article 14.

Section F. Continuity of Ratios:

1. Members of the Hope High School faculty who become teachers in the ESP shall continue to be considered members of the department from whence they came for purposes of computing Department Heads Compensatory Periods. ESP faculty shall attend meetings of the departments from whence they came when deemed appropriate by the principal. The head teacher shall attend all meetings of Department Heads called by the principal.

Section G. Head Teacher:

1. The position of Head Teacher of the ESP at Hope High School shall be a non-supervisory, non-administrative position. The Head Teacher shall teach one (1) class per day and fulfill other job requirements pursuant to his/her job specifications which are attached and made a part of this amendment. The Head Teacher shall be provided with clerical support to fulfill the requirements of his/her position.

Except as noted herein Appendix I, any and all other terms and provisions of the Collective Bargaining Agreement between the Board and the Union shall remain in full force and effect with respect to Hope High School teachers and ESP teachers.
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