

September 1, 2023 - August 31, 2024

TENTATIVE AGREEMENT

Between the

**Providence Teachers Union,
AFT Local 958**

and

**The Commissioner of Education
On Behalf of
the Providence Public School District**

AGREEMENT

AGREEMENT MADE AND ENTERED INTO on this _____ day of June, 2023, by and between the Rhode Island Commissioner of Education (hereinafter referred to as the "Commissioner"), the Providence Public School District (hereinafter referred to as the "District"), and the Providence Teachers' Union, Local 958, American Federation of Teachers, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties' negotiations have resulted in agreement for a Collective Bargaining Agreement, effective September 1, 2023 to August 31, 2024; and

WHEREAS, the document entitled Agreement between the Providence Teachers Union AFT Local 958 and the Providence School Board, effective September 1, 2020 to August 31, 2023 is herein incorporated by reference as if fully reproduced. The terms and conditions of that Agreement shall continue and remain in effect for the period of September 1, 2023 to August 31, 2024, except as expressly modified herein.

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

NOW, THEREFORE, the Commissioner, the District and the Union hereby agree as follows:

1. Article 3-1 – Union Recognition and Jurisdiction shall be amended to reflect as follows:

The salary schedules set forth in Appendix A shall be revised for the 2023-2024 school year as follows:

Effective First Work Day of the 2023-24 School Year	Effective August 31, 2024
Increase Salary Schedule by 2.5%	Increase Salary Schedule by 0.75%

Strike the language stating: ~~In addition to the above increases each teacher who is a member of the bargaining unit at the time of ratification of this agreement shall receive a one time gross lump sum payment of Three Thousand Dollars~~

2. Article 4-11 shall be amended to read as follows:

A principal suspecting abuse, ~~or any other concerns regarding unusual sick leave~~ usage may meet with the teacher to determine whether the teacher has a valid reason to justify the teacher's absences. The teacher may have a Union representative present at this meeting.

3. Article 5-2 shall be amended to reflect the following:

5-2 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/step-father, mother/step-mother, brother/step-brother, sister/step-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/her own grandparent, father-in-law, mother-in-law, spouse's brother or sister, spouse's grandparent who had been residing with teacher, son-in-law, daughter-in-law, or grandchild; and

FURTHER, such teacher may be absent three (3) consecutive school days without loss of pay in the case of the death of a person who had not been residing in the residence of the teacher providing said teacher is solely responsible for all funeral arrangements of the deceased; and

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

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FURTHER, any and all bereavement leaves specified within this Article for which a teacher is entitled due to the death of the teacher's spouse and/or the spouse's family members shall also apply to the death of a teacher's domestic partner and/or the domestic partner's family members.

FURTHER, in the event of the death, of a currently employed teacher, the principal may, with the approval of the Superintendent, close the school for the day of the funeral, provided said day shall be made up at the end of the year, or upon consultation with the Superintendent or designee the principal shall designate a delegation of up to 25% of the faculty to represent the school at the funeral.

FURTHER, the Office of Human Resources shall notify the Union Office by e-mail when a teacher or school administrator commences bereavement leave or upon the death of a teacher or administrator.

4. Incorporate Vacancy MOA New Article 8-4.7

In the event a clear vacancy should exist in a classroom position, the District shall fill the additional teaching periods caused by a "clear vacancy"¹ as follows:

Teachers who have indicated on their preference sheets a willingness to teach additional teaching periods during their planning period shall receive said assignment in accordance with the following:

- (i) In area of certification –is designated teacher of record - receives 1/5 of his/her rate of pay for each day programmed. (Pensionable);
- (ii) If not certified but has subject matter content knowledge and skills to teach in that area - is designated teacher of record - receives 1/5 of his/her rate of pay for each day programmed. (Pensionable)

In every other instance where the preference sheets have been exhausted, the administration may ask for teachers to volunteer to become the teacher of record and teach the clear vacancy 6th period and be compensated at the contractual 1/5 rate in accordance with the following:

- (i) In area of certification –is designated teacher of record - receives 1/5 of his/her rate of pay for each day programmed. (Pensionable);
- (ii) If not certified but has subject matter content knowledge and skills to teach in that area - is designated teacher of record - receives 1/5 of his/her rate of pay for each day programmed. (Pensionable).

In every other instance other than a "clear vacancy", teachers shall be compensated at the coverage (non-pensionable) rate of pay.

If the clear vacancy is filled by a displaced teacher, working as a substitute or an LTS is put in the position said displaced teacher or LTS shall become the teacher of record. If he or she is then absent (but not reassigned), teacher providing coverage shall receive coverage pay.

¹ A clear vacancy shall mean any teaching position which is either vacant upon the commencement of the school year or becomes vacant during the school year, due to the death, resignation, retirement or long-term medical leave of the teacher where said medical leave is known to exceed the remainder of the school year.

PPSD shall make every attempt to fill any clear vacancy immediately with an LTS. In the event this is not possible the following applies:

- (i) Teachers assigned to cover a clear vacancy shall receive normal coverage pay unless this position is not filled by an LTS after five days. The clear vacancy shall be assigned as a 6th period assignment. Any teacher so assigned shall become the teacher of record, and will receive the 1/5 rate retroactive to the start of the assignment. At no time will more than one teacher receive 1/5th rate of pay for the same clear vacancy.

Any day-to-day coverage caused by the absence of any teacher of record shall be paid at the coverage rate.

5. **Article 8-5.1 shall be amended as follows:**

The 2023-24 teacher work year shall be 181 days, which shall consist of one (1) day of teacher orientation occurring on the workday preceding the opening of school. In addition, there shall be four (4) additional workdays which shall be compensated at the teacher's daily rate of pay as set forth in Appendix A.

Teachers shall be paid at a daily rate of 1/181 of their salary as set forth in Appendix A.

6. **Article 8-5.2 shall be amended to include Newcomer MOA as follows:**

Elementary Schools:

For the 2023-24 school year, the teacher workday at the Elementary level shall be on average a six (6) hour and thirty (30) minute workday during which students shall be present for an average of six (6) hours and twenty (20) minutes per day.

In no event shall the teacher workday at the Elementary level start earlier than 7:30 a.m. and conclude later than 4:00 p.m.

Middle Schools:

For the 2023-24 school year, the teacher workday at the Middle School level shall be a six (6) hour and fifty-five (55) minute workday during which students shall be present for six (6) hours and forty-five (45) minutes.

In no event shall the teacher workday at the Middle School level start earlier than 7:30 a.m. and conclude any later than 3:45 p.m.

Senior High Schools:

For the 2023-24 school year, the teacher workday at the Senior High School level shall be a six (6) hour and fifty-five (55) minute workday during which students shall be present for six (6) hours and forty-five (45) minutes.

In no event shall the teacher workday at the Senior High School level start earlier than 7:30 a.m. and conclude any later than 3:45 p.m.

Newcomer Academy:

The teacher workday at the Newcomer Academy shall be a six (6) hour and fifty-five (55) minute workday during which students shall be present for six (6) hours and forty-five (45) minutes.

During the 2023-2024 school year the teacher workday shall be extended by an additional 30 instructional minutes per day at the Elementary, Middle and High School level and the Newcomer Academy. Additionally, there shall be 27 hours of mandatory professional development which shall be implemented in 90 minute intervals

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every other week. Teachers shall receive the additional compensation provided for in Appendix A-2 as compensation for the aforementioned additional instructional minutes and professional development hours.

7. **Article 8-7.2 shall be amended as follows:**

8-7.2 In-School Coverage

If the District has made every effort to hire a substitute teacher and no substitute teacher is available, the following shall occur:

Elementary Schools

If the District has made every effort to hire a substitute teacher, and no substitute teacher is available, students shall be distributed among other teachers in the school. The District shall pay each teacher who is assigned a student(s) at the rate of a teacher at step one (1) of the salary scale as listed in Appendix A divided by the fractional part of the class covered.

Middle Schools and Senior High Schools

If the District has made every effort to hire a substitute teacher and no substitute teacher is available, the principal shall utilize teachers in his/her school according to the following procedure:

The principal of each school shall establish during the first week of school a roster of substitute teachers who volunteer their planning 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 planning 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 shall have their names placed alphabetically on the rosters beginning at the end of the original list.

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 a teacher from the rosters of volunteer substitute teachers, he/she 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/her school during their planning 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 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 District 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, the teacher covering the assignment shall be paid at the per-diem/per-period rate of a teacher on step one (1) of the salary scale as listed in Appendix A.

8. Amend the Title of Article 8-8 to State as follows:

Closing of Schools for Inclement Weather/Emergencies

When adverse weather conditions prevail, which warrant the closing or delayed opening of school(s), the Superintendent or his/her designee shall notify the media by 6:45 a.m.

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

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

9. Article 8-10.5.1 (NEW):

At no time may anyone, other than the teacher of record, change a grade on the grading platform, unless teacher of record is notified and in agreement or unless it is determined in accordance with the provisions of Article 10.1.

10. Article 8-21 shall be amended as follows:

8-21 Lesson Plans.

The parties agree that instruction requires thoughtful planning and preparation. The development of lesson plans by and for the teacher is a professional responsibility. However, a teacher's planning and preparation may be different based on a personal style, professional needs, student needs, and experience in the classroom among other things. A lesson plan is not the lesson itself. A lesson unfolds in the classroom as a teacher works with students. It is also recognized that students learn in different manners and the teacher has the greatest understanding of the unique needs of the Learners and in their classroom. As such, an administrator shall not require that lesson plans be in a particular format. Administrators shall also not require the posting or storage of lesson plans in a particular place or manner. The following rules shall apply:

1. Teachers who have less than three (3) years' experience in Providence Public Schools may be required to submit their lesson plans to the principal on a regular basis with two (2) workday notice.

2. Current lesson plans shall be available for inspection at all times administrators shall however use best efforts to not disrupt or interrupt instructional time. Teachers shall not be routinely required to submit a copy of their lesson plans or outlines to the building administration.

3. The format and organization of lesson plans are best determined by the individual teacher. Therefore, the format and mode ~~mode and content~~ cannot be dictated. Lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere.

4. A teacher's lesson plans shall reflect the last IEP for the student that was received by the teacher. This requirement may be satisfied by attaching a copy of the latest IEP or the At-a-glance to the lesson plans or identify the specific modifications/accommodations necessary for each student with an IEP.

5. 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 teacher knows of the absence before

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leaving the previous school day, the essential information shall be left for the substitute. When the absence is unexpected, the teacher shall call in or email the necessary information before classes begin except for obviating circumstances.

6. 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 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 said teacher returns to work.

7. Regardless of years of experience, any teacher who is identified for or engaged in a written performance improvement plan may be required to present his/her lesson plan to the principal on a regular basis.

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

5. **Article 11.4 shall be amended as follows:**

11-4 All applications, with the exception of applications for internal postings, shall be made on the [District hiring portal](#). All applicants must possess any specific education and/or experience requirements in the area relating to the vacancy or new position stated in the posting to be eligible.

6. **Article 12-7.1 shall be amended as follows:**

12-7.1 The parties agree that for the duration of this Agreement, staff reductions shall be made pursuant to seniority within area of certification utilizing the teachers' district seniority ranking. This provision shall expire and be of no further force and effect as of [11:59:00 p.m. on August 31, 2024](#). Upon the expiration of this provision but prior to the implementation of any layoffs resulting in staff reductions, the parties shall negotiate and agree upon the manner and criteria to be utilized in any staff reductions pursuant to layoffs. Consent to the methodology of layoffs shall not be unreasonably withheld.

7. **Article 12-10.1 shall be amended as follows:**

12-10.1 No teacher shall be involuntarily transferred except at the discretion of the Superintendent, [who's decision shall not be arbitrary or capricious](#).

8. **Article 15-2.3 shall be amended as follows:**

15-2.3 Level C - Arbitration

15.2.3.1 A grievance that was not resolved at Level B under the grievance procedure may be submitted by the Union to arbitration. [However, prior to submitting said grievance to arbitration the Chief of Human Capital and the Executive Director of the Union will meet and attempt to mediate the grievance within 20 days of the Level B decision. In the event the grievance is not mediated within 20 days of the Level B decision, the Union shall proceed to arbitration under this section.](#)

15-2.3.2 The arbitration may be initiated by the Union by filing a demand for arbitration with the Labor Relations Connection or the American Arbitration Association. The notice shall be filed not later than twenty-five (25) days after receipt of a decision in writing from Level B of the grievance procedure.

15-2.3.3 The proceedings shall be governed in accordance with the rules and procedures of the Labor Relations Connection or the American Arbitration Association. If the Union agrees with the District to a different method of selecting the arbitrator, or if the parties mutually agree to have the State Board of Education designate the arbitrator to conduct the arbitration, such agreement shall govern the selection of the arbitrator.

15-2.3.4 The decision of the arbitrator shall be final and binding upon the Union and District on all matters except that the arbitrator shall have no authority to add to, subtract from or modify any of the terms and conditions of this Agreement.

15-2.3.5 The District agrees that it will apply to all substantially similar situations the decision of the arbitrator sustaining a grievance; the Union agrees that it will not present any grievance that is substantially similar to a grievance denied by the decision of the arbitrator. The cost of arbitration will be shared equally by the parties.

9. Article 21 – Duration shall become Article 21 and shall be amended as follows:

21-1 This Agreement and each of its provisions shall be in effect as of [September 1, 2023](#) and shall continue in full force and effect until [August 31, 2024](#).

21-2 The Commissioner/District 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.

10. Appendix A-1 shall be amended as follows:

			Last day of previous contract	New contract	Last day of contract
A-1		22-23	23-24	23-24	23-24
			0.50%	2.50%	0.75%
	Step 1	45,104	45,330	46,463	46,811
	Step 2	47,321	47,557	48,746	49,112
	Step 3	49,856	50,105	51,358	51,743
	Step 4	53,118	53,384	54,718	55,129
	Step 5	57,427	57,714	59,157	59,600
	Step 6	61,796	62,105	63,658	64,135
	Step 7	65,859	66,188	67,843	68,352
	Step 8	70,167	70,518	72,281	72,823
	Step 9	73,983	74,353	76,211	76,783
	Step 10	77,553	77,941	79,889	80,489
	Step 11	80,630	81,033	83,059	83,682
	Step 12	85,018	85,443	87,579	88,236

11. New Appendix A-2

A-2 In recognition of the additional 30 minute instructional day and 27 hours of additional professional development, the following adjustment to the Teacher Salary Schedule for the 2023-24 school year only shall be made. The following table shall sunset and be of no further force or effect

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effective August 21, 2024. Upon the expiration of this table, the salary schedule maintained in Appendix A-1 shall be reinstated.

		2.50%
		9.99%
		23-24
Step 1	45,330	50,990
Step 2	47,557	53,496
Step 3	50,105	56,362
Step 4	53,384	60,050
Step 5	57,714	64,921
Step 6	62,105	69,861
Step 7	66,188	74,453
Step 8	70,518	79,324
Step 9	74,353	83,637
Step 10	77,941	87,674
Step 11	81,033	91,152
Step 12	85,443	96,113

A proportionate net adjustment to the above salary schedule shall be made, on a quarterly basis, in the event it should be necessary for any teacher to miss any of the aforementioned bi-weekly professional development.

12. Amend Appendix C – Comprehensive Medical Coverage as follows:

C-1 The District shall provide, the following health care benefits and riders herein outlined for all professional teaching personnel in the Providence School Department, hired prior to the start of the 2004-2005 school year, for individual and family plan coverage.

For the purposes of this section, all previously appointed teaching personnel (R, LTSP, LTS) with less than a 12 month break in service shall be considered hired prior to the 2004-2005 school year.

Recognizing the continued increasing costs of medical care, the parties agree to form a Healthcare Exploratory Committee to research potential cost-savings options to the comprehensive medical coverage as provided in Appendix C.

Any recommendations made by the Healthcare Exploratory Committee shall be made to the District and the Union membership for approval.

For the period **September 1, 2023** through **August 31, 2024**, the working rate for the coverage outlined in C-1 shall be **\$21,847.32** for a family plan and **\$8,181.96** for an individual plan. R and LTS teachers considered hired prior to the 2004-2005 school year, shall contribute **\$4,368.74** per year for family plan coverage or **\$1,636.39** per year for individual coverage toward the cost of health care. Long-Term Substitute Teachers in-Pool (LTSP) considered hired prior to the 2004-2005 school year shall contribute **\$1,636.39** per year for individual basic medical coverage.

LTSPs considered hired prior to the 2004-2005 school year who wish to enroll in the same medical coverage plan offered to Regularly employed teachers and Long-Term Substitute teachers may do so by paying the selected plan rate.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first check of the 2021-22 school year.

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Effective July 1, 2019, the parties agree to implement a new wellness benefit for members, which shall incentivize healthy behavior and shall be developed by the parties. Any employee who participates in the wellness program will be eligible to have his or her co-share obligation decreased by up to \$200 annually for an employee or up to \$400 for an employee and spouse and other covered adult.

Benefit	Coverage at Network Providers	Outside of PPO Network you pay:
Office Visits Note: Chiropractic and acupuncture visits are limited to 12 per calendar year. Allergists and dermatologists have a \$15 co-payment.	100% minus \$10 co-payment	80% coverage + \$10 co-payment
Preventive Services Note: Includes gynecological visits, pap smears, mammograms and routine physicals.	100%	80% coverage + \$10 co-payment
Pediatric Preventive Services Note: Includes routine physicals, lab work and immunizations.	100%	80% coverage + \$10 co-payment
Prescription Drugs (Non-Maintenance)	\$5 generic \$15 brand/\$600 cap per family	
Prescription Drugs (Maintenance)	Maintenance Choice - \$10/\$20 90-day supply at either a CVS or via mail order	
Emergency Room Care Note: Co-payment waived if admitted within 24 hours. Coverage for accidents and life-threatening emergencies only.	100% minus \$100 co-payment/\$200 cap per individual and \$300 cap per family	\$100% coverage minus \$100 co-payment (\$200 cap per individual and \$300 cap per family)
Hospitalization Note: Unlimited days at general hospitals	100%	80% coverage
Inpatient Medical & Surgical Care (Doctor Services) Note: Unlimited days at general hospitals, 45 specialty days per year	100%	80% coverage

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Outpatient Medical & Surgical Care (Facility & Doctor Services) Note: e.g. Ambulatory surgical centers and outpatient surgery	100%	80% coverage
Obstetrical Care Note: Pre-natal, delivery and post-natal care	100%	80% coverage
Lab Tests & X-rays	100%	80% coverage
Routine Eye Exam Note: One exam annually	\$10 co-payment	80% coverage + \$10 co-payment
Physical/Occupational Therapy Note: Hospital-based therapist; first 30 days following a hospital stay	100% If not after a hospital stay, 80% coverage	80% coverage
Private Duty Nursing & Durable Medical Equipment	80%	80% coverage
Ambulance	\$50 per occurrence	\$50 per occurrence
Home Care & Hospice Care Note: In lieu of hospitalization. Includes doctor, nurse, and home health aide visits	100%	80% coverage
Inpatient Behavioral Health Care	100% for unlimited days	50% coverage
Outpatient Behavioral Health Care	100% minus \$10 co-payment with unlimited visits	80% coverage plus \$10 co-payment
Inpatient Substance Abuse Treatment	100% for unlimited days	50% coverage
Outpatient Substance Abuse Treatment	100% minus \$10 co-payment for unlimited visits	80% coverage plus \$10 co-payment
Dependent Coverage Note: Participant's legal spouse/domestic partner or married or unmarried dependent child up to age 26	Same as participant	Same as participant
Annual Deductible	None	\$100 per calendar year.

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C-1.1 Teachers enrolled in the medical coverage plan described in C-1 may opt to enroll in the medical coverage plan described in C-2 and shall be responsible only for the costs associated with C-2.

C-2 The District shall provide the following Plan 750 and riders outlined herein for all professional teaching personnel in the Providence School Department hired effective September 1, 2004 for individual and family plan coverage.

For the period September 1, 2021 through August 31, 2023, the working rate for the coverage outlined in C-2 shall be \$~~16,730.77~~ \$17,469.36 for family plan coverage and \$~~6,373.42~~ \$6,654.84 for individual plan coverage. Employees shall contribute \$~~3,346.15~~ \$ 3,493.87 per year for "Plan 750" family plan coverage, and \$~~1,274.68~~ \$1,330.97 per year for "Plan 750" individual coverage toward the cost of health care.

These payments shall be deducted on a pro-rated basis from each pay check, starting with the first paycheck of the 2021-22 school year.

Effective July 1, 2019, the parties agree to implement a new wellness benefit for members, which shall incentivize healthy behavior and shall be developed by the parties. Any employee who participates in the wellness program will be eligible to have his or her co-share obligation decreased by up to \$200 annually for an employee or up to \$400 for an employee and other covered adult.

Benefit	Coverage at Network Providers	Outside of Network you pay:
Office Visits Note: Chiropractic and acupuncture visits are limited to 12 per calendaryear.	100% minus \$30 office visit co-payment	80% coverage + \$30 co-payment
Preventive Services Note: Includes routine physical exams, treatment of sickness or injury, voluntary family planning and immunizations.	100%	80% coverage
Pediatric Preventive Services Note: Includes routine physicals, lab work and immunizations.	100% minus \$30 office visit co-payment.	80% coverage
Prescription Drugs (Non-Maintenance)	\$5 generic \$15 brand on the Preferred Drug List \$30 not on the Preferred Drug List non-maintenance	
Prescription Drugs (Maintenance)	Maintenance Choice - \$10/\$30/\$60 for 90-day supply at either a CVS or via mailorder	

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Note: 90 day supply of maintenance by Mail or CVSretail.		
Emergency Room Care	100% minus \$100 co-payment	100% minus \$100 co-payment
Note: Co-payment waived if admitted. Coverage for true emergencies only.		
Hospitalization	100% after annual deductible	80% coverage after annual deductible
Inpatient Medical & Surgical Care (Doctor Services)	100% after annual deductible	80% coverage after annual deductible
Outpatient Medical & Surgical Care (Facility & Doctor Services)	100% after annual deductible	80% coverage after annual deductible
Note: Hospital or alternate facility.		
Obstetrical Care	100%	80% coverage
Note: Pre-natal, delivery and post-natal care. *Claims administrator must be notified if inpatient stay exceeds time frames.		
Lab Tests & X-rays	100% after annual deductible (unless it is preventive diagnostic tests – then the deductible does not apply)	80% coverage after annual deductible
Routine Eye Exam	100% minus \$30 co-payment	80% coverage + \$30 co-payment after annual deductible
Note: One exam annually. \$100 every other calendar year for every member towards purchase of glasses, frames or contact lenses.		
Physical/Occupational Therapy/Speech Therapy/Pulmonary	100% after annual deductible if services with a hospital based therapist and within 30 days following a hospital stay,	100% after annual deductible if services with a hospital based therapist and within 30 days following a hospital stay,

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Rehab./Cardiac Rehabilitation Note: 45 visits of cardiac rehabilitation therapy per calendar year.	home care program or ambulatory surgical procedure. (otherwise) 80% after annual deductible.	home care program or ambulatory surgical procedure. (otherwise) 80% after annual deductible.
Private Duty Nursing & Durable Medical Equipment	80% coverage after annual deductible.	80% coverage after annual deductible
Ambulance	\$50 per occurrence	\$50 per occurrence
Home Care & Hospice Care Note: Includes skilled nursing, skilled rehabilitation services when ordered by a physician and provided by or supervised by a registered nurse in your home.	100% coverage after annual deductible	80% coverage after annual deductible.
Inpatient Behavioral Health Care	100% coverage after annual deductible for unlimited days	80% coverage after annual deductible
Outpatient Behavioral Health Care	\$15 per visit for unlimited visits	80% coverage plus \$15 per visit after annual deductible
Inpatient Substance Abuse Treatment	100% coverage after annual deductible for unlimited days	80% coverage after annual deductible
Outpatient Substance Abuse Treatment	\$15 per visit with unlimited visits	80% coverage plus \$15 per visit after annual deductible
Dependent Coverage Note: Participant's legal spouse/domestic partner or an unmarried dependent child up to the age 26	Same as participant	Same as participant
Annual Deductible	\$750.00 per covered person per calendar year, not to exceed \$1,500 for all covered persons in a family.	Same as network.

C-2-1 Teachers enrolled in the medical coverage plan described in C-2 who wish to enroll in the [medical coverage plan described in C-1](#) may do so during the open enrollment period by paying, through

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a payroll deduction \$7,687.82 for a family plan and \$2,793.56 for an individual plan. These payments shall be deducted on a pro-rated basis from each paycheck, starting with the first paycheck of the 2023-2024 school year, and shall remain unchanged for the duration of this Agreement.

13. Amend Appendix D to state as follows:

Following consultation with the Union, the district shall determine the annual school calendar in accordance with Articles 8-5.1 and 8-5.2 and within thirty (30) days of the publication of the Final Rhode Island Department of Education Statewide Calendar. Said timeframe may be extended due to extenuating circumstances. .

14. Include New Appendix F for Newcomer Academy MOA.

The parties agree to include the attached Memorandum of Agreement regarding the establishment of the Newcomer Academy, as Appendix F (new) to this Agreement.

Whereas, the parties acknowledge and affirm that this Tentative Agreement constitutes the entire agreement of the parties as it relates to their collective bargaining toward a successor to its 2020-2023 Collective Bargaining Agreement.

The parties represent and warrant that they have not relied on any other documents or oral representations as inducement to entering into this Tentative Agreement.

PROVIDENCE TEACHERS UNION, AFT LOCAL 958

By: Maribeth K. Calabro
Maribeth K. Calabro
President

**THE RHODE ISLAND COMMISSIONER OF EDUCATION ON
BEHALF OF THE PROVIDENCE SCHOOL DISTRICT**

By: Angélica Infante-Greene
Angélica Infante-Greene
Commissioner

MEMORANDUM OF AGREEMENT

This Agreement is entered into this 20 day of April, 2023 by and between the Providence Teachers Union, AFT Local 958, ("Union") and the Providence Public School District ("PPSD"), pursuant to the parties collective bargaining agreement (CBA).

WHEREAS, PPCSD has seen an increase in enrollment of students new to the country, many of whom have interrupted or inconsistent formal education and are seventeen years or older

WHEREAS, these students often benefit from alternative learning settings

WHEREAS, the parties have a shared interest in ensuring these students are successful

NOW WHEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) Newcomer Academy for OAUC (Over-Aged, Under-Credited) will be established as a separate program at the Providence Career and Technical Academy (PCTA) Facility for the 2023-2024 school year.
- 2) The school will offer both core instruction and career and technical education (CTE) instruction and will have the following shift schedules:
 - CTE Staff:
 - 1:05 - 8:00 pm Monday - Thursday
 - 11:05 - 6:00 pm Friday with 11:25 - 12:30 CPT/PLC
 - ELA, Math, Science, Social Studies Staff:
 - 11:05 - 6:00 pm Monday - Friday
- 3) Teachers will receive the equivalent of at least one planning period per day over the course of the week, though most planning time will be allocated for Friday's. CTE instructors would be programmed for all periods from Monday through Thursday, with Friday being a full day for planning. Non-CTE instructors would have some planning built into their day Monday-Thursday, though the majority of planning time would be scheduled for Friday.
- 4) The district will provide a daily substitute teacher or other staff members to support coverage in the event of a teacher absence.
- 5) This Agreement constitutes the full and complete agreement between the parties regarding the terms discussed herein. There are no other documents, representations, promises or warranties relied upon by either party in reaching this Agreement.

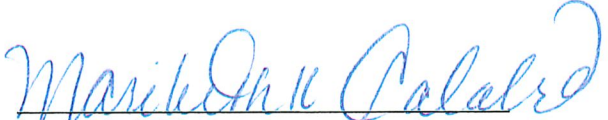
PROVIDENCE PUBLIC SCHOOL DISTRICT

PROVIDENCE TEACHERS UNION
AFT LOCAL UNION 958

A. Ab

MLC


Angélica Infante-Green
Commissioner of Education


Maribeth Calabro
President, Providence Teachers Union


Zachary Scott
Deputy Superintendent of Operations


Marianne Davidson
Executive Director of Member Services

Approved as to form and correctness:


Charles A. Ruggerio, Esq.
General Counsel, Deputy City Solicitor