
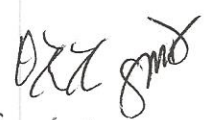


**TENTATIVE AGREEMENT
WOONSOCKET SCHOOL COMMITTEE & WOONSOCKET TEACHERS GUILD,
LOCAL 951 AFT
(TEACHERS)**

The Woonsocket School Committee and the Woonsocket Teachers' Guild, Local 951, AFT agree to continue the terms of their 2010-2013 collective bargaining agreement, except as modified below, and as they may mutually agree in negotiations to conclude on or before December 15, 2013 (as is described more fully in Section 6 below), in a new collective bargaining agreement to have effect on July 1, 2013 and to expire on July 1, 2018. The parties acknowledge that the terms set forth in this Tentative Agreement will not have effect until and unless they are approved by the Woonsocket School Committee, the Woonsocket Budget Commission and the membership of the Guild.

1. The parties agree to the City-wide health insurance plan (attached) (with prescription plan adjusted to \$10/\$20/\$30/\$50), with 20% contribution from all employees.
 - Section 8-2.01 of Teachers' contract will be revised to incorporate the City-wide plan and 20% contribution.
 - Appendix E will be revised. Future retirees will be eligible for individual coverage only (for those retiring before July 1, 2018, two individual plans for those meeting the qualifications of the last two paragraphs of E.1.01) upon achieving eligibility under any paragraph of §E1.01, with a 20% contribution by future retirees (50 % for employees hired on/after July 1, 2013); conversion to Medicare upon eligibility. The maximum duration of coverage before Medicare eligibility will be 6 years. Section E 1.06 will be amended to require 80% of cost of a Medicare supplement plan borne by the WED, with no prescription rider.
 - The health insurance plan design benefits will not be changed through June 30, 2018 unless changes are required by the insurance carrier/administrator in which case the parties agree to meet and confer over same.
2. There will be no increases to the salary schedule during the period from July 1, 2013 through June 30, 2017. Provided, however, in any of the fiscal years beginning July 1, 2013 up to and including the one beginning July 1, 2016, if there is an unanticipated increase in State funding of WED (defined as unrestricted State funding in excess of that fixed by the Fair Funding Formula set forth in Chapter 16-7.2 of the General Laws when it is fully implemented) then 50% of that excess amount will be

 
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paid to WTG members in the form of salaries (including excess pension contributions, other roll-ups and payroll taxes) in the year in which it is received. The parties will agree upon a method for allocating any excess funds received among the teachers by August 30, 2013. Effective as of the first pay period of the 2017-2018 school year, teachers' salaries as written in the contract shall be increased by two percent (2%) on all steps and lanes ("lanes" shall mean those items that are referred to in Appendix A- 2.01 of the contract). On June 30, 2018, teachers' salaries shall be increased by an additional two percent (2%) on all steps and lanes (adjusted salary on June 30, 2018 to be paid for and on the last day of the last pay period)

3. During the period from July 1, 2013 through June 30, 2018, in no year shall more than 15% of teachers be laid off.
4. Add new Section E-1.08 to contract: "Teachers with at least 25 years of continuous service to WED on July 1, 2013 and who retire on a pension will be eligible for health insurance in retirement on the same terms as existed for those retiring on June 30, 2013, except that they will contribute 20% to the cost of health insurance or Medicare supplement, the plan of insurance shall be the same as is available to active employees at any given time, and no more than six (6) years of health insurance coverage will be provided before the employee converts to Medicare."
5. Add new Article IX Section 16 to the contract:
 - a. In any circumstance in which it is necessary to layoff teachers from their employment, layoffs shall be made in inverse order of the teachers' employment within the affected certification. Layoff notices will be rescinded for employees by seniority to the extent that jobs come open which, had they been open at the time of their layoff notice, the employee would not have been laid off, or to the extent required by R.I.G.L. 16-13-6.
 - b. Section (a) shall not be applied in circumstances in which it is necessary to retain teachers of technical and/or specialized subjects whose places cannot be filled by teachers of earlier appointment.
6. The parties agree to negotiate over each party's proposals for amendments to the 5-year collective bargaining agreement described in this Tentative Agreement. Those negotiations will take place during the period from September 1, 2013 to December 15, 2013. Although the parties commit to negotiate in good faith in an effort to reach agreement, there shall be no obligation on either side to agree to any modification of the contract created upon ratification of this Tentative Agreement by both sides. In this regard, the parties agree that the impasse procedures set forth in the Certified School Teachers' Arbitration Act, Rhode Island General Laws 28-9.3-1, shall be unavailable in regard to the negotiations occurring pursuant to this paragraph and that absent agreement of the parties there shall be no modification to the contract created upon ratification of this Tentative Agreement.

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7. Section 9-14.06 of the contract will be modified as follows:

“Through June 30, 2018, the School Committee agrees to employ the RIDE-approved Innovation Consortium Evaluation System, as it may be amended from time to time.”

8. Section 10-1.01a of the contract will be modified to read as follows:

“When any vacancy exists which is posted and is to be filled by transfer, or a new teaching position is created, as between persons from within or without the system who are equally qualified, the senior applicant shall be selected where qualifications are deemed by the Superintendent to be equal as determined by the School Committee. The following factors shall be used in determining qualification:

1. Academic background, certification and training of the applicant.
2. Relevant experiential background of the applicant.
3. Results of interviews conducted by the Administration.
4. Evaluations of the applicant's effectiveness as a teacher and related data, including teacher-provided materials relevant to the evaluation or selection process.

9. Section 10-1.01b of the contract shall be modified to read as follows:



“When a vacancy occurs in a Middle School Cluster and there is no internal candidate, said remaining cluster members will interview interested applicants along with said responsible administrator. Said interview committee will make a recommendation to the Superintendent following procedures set forth in 10-1.01a. Team members will recommend which subject area position will be posted. The process for filling a Middle School open team position for a non-internal candidate is as follows:

1. List of candidates will be selected for interview process.
2. The interview team will interview each candidate and provide a list of their top three candidates in priority order to the building Principal. Unless the Principal or Superintendent on data concludes that another candidate would be more effective, selection will be made in order of priority fixed by the interview team.

The makeup of the Interview Team shall include at least one Building Administrator and at least one teacher from the Team.

The interview team will use a list of pre-determined questions. The procedure for creating these questions and point values are:

1. The interview team will meet and create a list of questions for the interview process.

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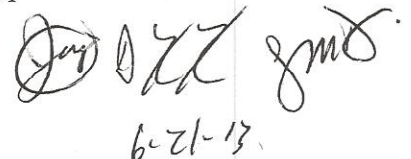
2. The questions will be assigned a point value, which will total 70 points.
3. The maximum total points that one can acquire is 70.

10. Section 10-1.06 of the contract shall be modified to read as follows:

Subject to application of an individualized, data driven assessment as to what teachers(s) would be most effective, and all else being equal, the following will prevail. If the School Department elects to transfer one or more teachers from a grade or subject area in a school because of a decrease in pupil enrollment, the teacher with the least contractual seniority who is in that grade or subject area will be transferred first. After such teacher is thus transferred, said teacher shall have the right to return to his/her former position, if there is a vacancy in the former position the next year. Such teacher must request such return within one (1) school year after the effective date of the transfer. This right will terminate one (1) school year after the effective date of the transfer.

11. Section 6: Job Fair

- (1) The parties agree to enter into the following "Memorandum of Agreement Regarding Assignments":
- (2) The provisions of the Collective Bargaining Agreement (the "CBA") regarding "Job Fair", Article 10-6.00, shall remain in the CBA but enforceability of those provisions shall be stayed in accordance with the terms set forth below.
- (3) During the period of the stay the following processes shall be utilized in lieu of the stayed provision of the contract.
 - (a) A list of all known vacancies or new positions for the following school year will be posted by a time to be agreed to by the parties. The administration will make every effort to identify those classes, programs and/or schools anticipated to close. The school department and the union will review this list prior to its distribution.
 - b) By a date before the close of school to be fixed at least 21 days in advance each year, teachers wishing to be assigned to an open position, or any different position which may become open, will submit, in order of preference, the position(s) they desire to fill. (A Position Preference Sheet shall be developed by agreement of the Parties).
 - c) At the same time, teachers will submit a Candidate Information Sheet and such relevant supporting documents showing contribution to the profession as they may wish (e.g., SLO data, lesson plans, student work, photos and/or

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student work (no student names), etc.). (A Candidate Information Sheet shall be developed by agreement of the parties).

- d) Job openings will be posted seven (7) days in advance if possible.
- e) Each opening will be assigned to a team (2 or more) comprised of an equal number of administrators and teachers, approved by WTG, relevant to the opening, who will rank candidates in order of expected effectiveness based on the following criteria:

Experience

Education

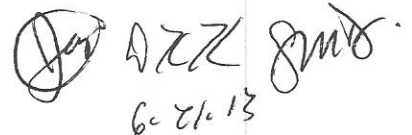
Past Job Performance (evaluations and references)

Relevant supporting documents provided by the teacher

Evidence of teacher effectiveness (student work and growth)

In unusual circumstances the team may conclude that an interview should be conducted, and so will recommend the same.

- 3. The Superintendent or designee will review the documentation forwarded by the teams and will (a) where he/she concludes that two or more candidates would be equally most effective, assign on the basis of seniority, (b) schedule interviews or (c) assign the candidate he/she deems most effective.
- 4. During the period from July 1, 2013 to April 2, 2014, the District Evaluation Committee will work to develop a system to govern those matters that are presently governed by the stayed language of Article 10-6.00 and this Memorandum of Agreement for recommendation to the parties.
- 5. The sole and exclusive means of appealing transfer, assignment and placement decisions under this Memorandum of Agreement shall be by written appeal to the Superintendent within 14 calendar days of the decision, and, if the Union remains unsatisfied, it may appeal in writing to the School Committee within ten calendar days after the Superintendent's decision.
- 6. The parties will reopen the contract on the matters which are subject to this Memorandum of Agreement only upon the happening of any of the following events:

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- a) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, finding that contract provisions reasonably similar to those which are subject to the stay and contained in Article 10-6.00 of the contract may be permissibly bargained.
- b) The enactment of any legislation providing that contract provisions reasonably similar to those which are subject to the stay and contained in Article 10-6.00 of the contract may be permissibly bargained.
- c) A final decision rendered by a court of competent jurisdiction, after all appellate rights have been exhausted, that matters related to assignment and transfer of teachers are permissible topics of collective bargaining.
- d) The enactment of any legislation clarifying that matters related to assignment and transfer of teachers are permissible topics of collective bargaining.
- e) If a disagreement arises between the parties as to whether any of the subsections (a) through (d) of this Section 4 have been triggered, and therefore that bargaining must commence, the Union will notify the Superintendent within one hundred and twenty (120) days of the occurrence upon which it relies. If the School Committee, on the date of its next regularly scheduled meeting for which notice can be given does not agree, the parties will request of the Clerk of the Supreme Court a list of names of retired Supreme and Superior Court justices willing to arbitrate the dispute. The arbitrator will be selected by each party alternating in striking a name from the list until one name remains. If that retired judge declines the appointment, the next to last name will be appointed, and so on. If no retired judge is willing to accept the appointment, the matter will be referred to the American Arbitration Association.

The Woonsocket School Committee and Woonsocket Budget Commission,

By:

Sam Donagan, PhD. [Signature] 6-21-13

The Woonsocket Teachers Guild

By:

Jeffrey W. [Signature] 6/21/2013

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HealthMate Coast to Coast 100/80 Coinsurance Option

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100/80 500 Coinsurance Plan

Understanding Your Benefits

Let's make sure you understand your benefits

Deductibles

You pay the following amounts each year before your health plan starts to pay toward the cost of covered services:

- \$500 per individual plan;
- \$1,000 per family plan in network
- \$1,000 per individual plan;
- \$2,000 per family plan out of network

Out-of-pocket Limits

To protect you from very high costs, your plan limits how much you could pay out of pocket for healthcare services. The following is the most you would pay for deductibles and coinsurance each year:

- \$1,500 per individual plan;
- \$3,000 per family plan in network
- \$3,000 per individual plan;
- \$6,000 per family plan out of network

Please Note:

The deductible and out-of-pocket limits are separate for in-network and out-of-network services.

What's Covered

Preventive Care

- Adult preventive care
- Child preventive care
- Immunizations
- Preventive and diagnostic lab, X-ray, and imaging

Primary Care Office Visits

- Adult primary care
- Adult gynecological exam
- Pediatric primary care

Specialist Office Visits

- Specialty care
- Chiropractic (limit 12 visits per year)
- Routine eye exam (limit 1 visit per year)

Outpatient Services

- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

Inpatient Services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation (limit 45 days per year)

Emergency Services

- Hospital emergency care

Ambulance

What You Pay

<ul style="list-style-type: none"> ■ \$0 in network ■ 20% per visit after deductible out of network 	
<ul style="list-style-type: none"> ■ \$20 per visit in network ■ 20% per visit after deductible out of network 	
<ul style="list-style-type: none"> ■ \$30 per visit in network ■ 20% per visit after deductible out of network 	
<ul style="list-style-type: none"> ■ 0% per visit after deductible in network ■ 20% per visit after deductible out of network 	
<ul style="list-style-type: none"> ■ 0% per visit after deductible in network ■ 20% per visit after deductible out of network 	
<ul style="list-style-type: none"> ■ \$150 per visit in network ■ \$150 per visit out of network 	
<ul style="list-style-type: none"> ■ \$50 per occurrence in network ■ \$50 per occurrence out of network 	

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Coinurance Plans (100/80, 90/70, and 80/60)

The following diagram shows some of the covered services, and the member's financial responsibility for each.

Key Plan Features:

- National network and non-network coverage
- Cost savings by going to a network doctor or facility
- Preventive care covered at 100% in network
- Deductible and coinsurance allow for lower premiums
- Pharmacy benefits included

Deductible Calculation

All family members contribute to the family deductible. Once that is met, everyone is covered. However, an individual family member will never pay MORE than the individual deductible before being covered.

In network:

Preventive office visits

- Adult annual/preventive care
- Well-woman annual/preventive care
- Pediatric preventive care

Preventive immunizations

Preventive and diagnostic lab, X-ray, and imaging

- Preventive education
- Diabetes education
- Nutritional counseling
- Smoking cessation counseling

In network:

Outpatient services

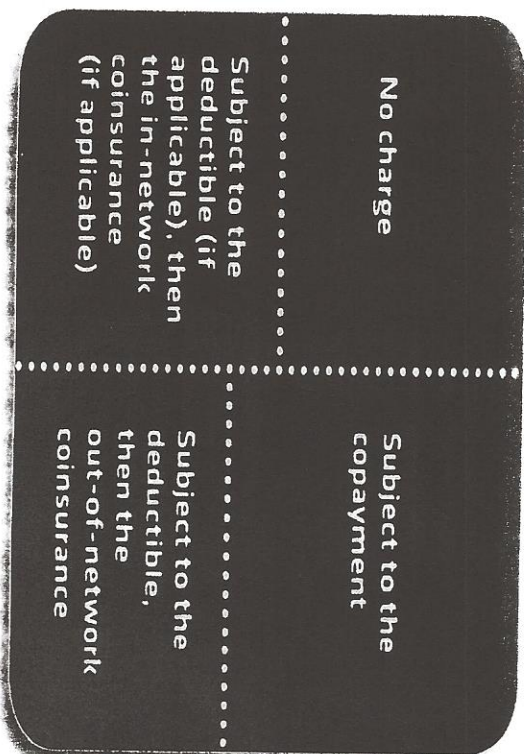
- Medical/surgical care
- High-end radiology services, major diagnostics, and nuclear medicine (e.g., MRI/CAT/PET)

Inpatient services

- Acute care
- Maternity
- Mental health
- Chemical dependency
- Rehabilitation

Durable medical equipment

Physical/occupational/speech therapy



In network:

Primary care office visits

- Adult primary care
- OB/GYN
- Pediatric primary care

Specialist office visits

- Specialty care
- Chiropractic
- Routine eye exam

Hospital emergency care

Urgent care center

Prescription drugs

Office-based surgical procedures

Out of network:

Applies to most out-of-network services

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.

What's Covered

What You Pay

Urgent Care Center	\$30 per visit in network
Durable Medical Equipment	\$30 per visit out of network
Physical/Occupational Therapy (limit 30 visits per year)	20% per occurrence after deductible in network
<ul style="list-style-type: none"> Physical therapy Occupational therapy Speech therapy 	20% per occurrence after deductible out of network
Prescription Drugs	20% per visit after deductible in network
	20% per visit after deductible out of network
	\$10-Tier 1; \$30-Tier 2; \$50-Tier 3; \$50-Tier 4

Beyond Benefits

When you sign in to your member page on BCBSRI.com, you have useful plan and wellness information at your fingertips.

Manage Your plan:

- Get a list of your benefits and recent claims.
- See how much you've paid toward your deductible.

Get healthy:

- Read about thousands of health topics in the Health Center.
- Learn how you can get the guaranteed lowest rate on gym memberships, as well as free one-week trial memberships.
- Access our Blue365™ wellness information and discount program.

Member Mailings

Call Customer Service:

- Locally: (401) 459-5000
- Outside Rhode Island: 1-800-639-2227
- TDD: 1-888-252-5051

Hours: Monday — Friday, 8:00 a.m. to 8:00 p.m., Eastern Time

This is a summary of your HealthMate Coast-to-Coast benefits. It is not a contract. For details about your coverage, including any limitations or exclusions not noted here, please refer to your subscriber agreement or call our Customer Service Department. If you have questions about receiving medical care, please call your doctor.



**Blue Cross
Blue Shield
of Rhode Island**

www.bcbstri.com

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