

Cumberland Teachers' Association and Cumberland School Committee's Collective Bargaining
Agreement effective September 1, 2016 through August 31, 2018

**CUMBERLAND
TEACHERS'
ASSOCIATION
&
CUMBERLAND
SCHOOL
COMMITTEE
AGREEMENT**

September 1, 2016 to August 31, 2018

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Agreement effective September 1, 2016 through August 31, 2018

CUMBERLAND TEACHERS' ASSOCIATION
NEGOTIATION COMMITTEE

David Kenahan, President and Negotiations Chairperson

Kerry Carlson, Vice President

Cynthia M. Belshe

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Mark Primiano

Virginia B. Vachon

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CUMBERLAND SCHOOL COMMITTEE

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Raymond Salvatore, Vice Chairperson

William J. Dennen, Clerk

Paul DiModica

Mark Fiorillo

Linda G. Teel

Earl T. Wood

Robert A. Mitchell, Superintendent

Tina M. Fogell, Esq., Director of Human Resources

Alexander Prignano, Business Manager

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PREAMBLE

The Cumberland School Committee (hereinafter referred to as "the Committee") and the Cumberland Teachers' Association (hereinafter referred to as "the Association") have entered into the following agreement pursuant to Chapter 9.3 of Title 28 of the General Laws of the State of Rhode Island. The express purpose of this agreement is to afford the children of the Town of Cumberland with the highest quality of educational programming commensurate with the needs and inherent abilities of each child. The parties agree that this implies a shared responsibility on the part of the parties to this agreement, as well as the parents and general citizenry of the Town of Cumberland, to involve themselves in the establishment and implementation of goals which shall further the attainment of the stated purpose.

The parties hereby affirm that the agreement was negotiated in good faith and express their determination to implement the agreement in the same spirit.

ARTICLE 1 RECOGNITION

A. Under the provisions of the Rhode Island School Teacher Arbitration Act of 1966, the Committee recognizes that teaching is a profession. The Association is recognized as the sole bargaining representative of all certified teachers, as defined in General Laws of 1956, Reenactment 1968, R.I.G.L. §28-9.3-2.

B. The Committee agrees not to negotiate with any teacher organization other than the Association during the life of this agreement, except as may be directed by the state labor relations board.

C. The Association recognizes the Committee as an agent of the State of Rhode Island and as the elected representative of the people of the Town of Cumberland. The Committee is the employer of all certified personnel of the Cumberland School Department.

D. The Association agrees to equally represent all personnel in the negotiating unit without regard to membership or participation in the activities of the Association or any other employee organization, and to admit teachers to membership without qualification other than payment of dues and employment with the Cumberland School Department.

E. During negotiations, the Committee and the Association will make available for inspection pertinent records of the Cumberland School Department and the Association upon request of the other.

F. After the ratification of this Agreement, if the Association elects a new bargaining agent, or if the Association acquires an affiliation other than the National Education Association Rhode Island/National Education Association, the Committee agrees that the provisions of the Agreement shall remain in full force and effect and the new bargaining agent and/or new affiliate will be accorded the full rights and privileges as required by law and this Agreement.

**ARTICLE 2
RIGHTS OF THE COMMITTEE**

A. Except as otherwise provided in this Agreement, or by law, it is agreed that the Committee retains all rights to manage the Cumberland School Department, including without limiting the generality of the foregoing, the determination of the goals of the school system; the determination of capital expenditures; the establishment of rules and regulations, including discipline, for the conduct of pupils; the selection and location of the physical premises used or to be used in the school system; the maintenance and control of all school system records; the assignment of pupils to classes and their transfer among classes; the hiring, evaluation, assignment, transfer, severance, promotion, suspension and discipline for good and just cause of all school department personnel; the selection and change of school curricula, including the selection and change of all programs of instruction; the scheduling of hours and days for pupil attendance in the school system, which may vary from school to school; the scheduling of classes; and the making of reasonable rules and regulations applicable to teachers in the performance of their duties and in carrying out the terms of this Agreement.

B. Notwithstanding the aforesaid, the Committee recognizes the professional interest and concern of the teachers for the quality of education and recognizes the advisability of meeting and conferring with the Association on matters which are not subject to bargaining, but which may affect the quality of education offered to the pupils in the school system.

**ARTICLE 3
NON-DISCRIMINATION**

A. The Committee and the Association agree to maintain a policy of non-discrimination against any teacher, or teacher applicant, on the basis of race, religion, color, national origin, gender, gender expression, age, disability, marital status, sexual orientation, membership, participation in, or association with the activities of any teachers' association.

B. Attainment of the objectives of the educational programming of the Cumberland School Department requires mutual understanding and cooperation among the Committee, the Superintendent, his or her staff, and the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in deliberation leading to the determination of matters of mutual concern.

**ARTICLE 4
RIGHTS OF THE ASSOCIATION**

A. The Cumberland School Department will make available uniform deductions of the Association, National Education Association Rhode Island (NEARI), the National Education Association dues or agency fees upon the written request of the individual teachers.

B. Request for continuous dues or agency fee deductions shall be made on a form provided by the Association which is legal in the State of Rhode Island. Deductions shall be made, beginning with the third (3rd) check, and shall be paid in equal installments throughout the school year. Teachers who choose to make a lump sum cash payment for dues in lieu of payroll deductions

shall inform the President of the Association by September 10. Said cash payment shall be made no later than September 30. Otherwise, the teacher will automatically be placed on payroll deduction.

C. For any member of the bargaining unit who elects not to join the Association and who, by September 10 of each year, does not present proof to the Superintendent or his designee of payment in full to the Association of the agency fee for that school year, the Committee shall cause to be deducted from that teacher's salary an agency fee, in equal monthly sums, for a proportionate share of the costs of securing the benefits conferred upon all in the bargaining unit and the administration of the Agreement. The agency fee proportionate share shall be determined by NEARI.

1. Certification of those members of the bargaining unit (including agency shop fee members) for whom payroll deductions shall be made shall be the responsibility of the Association.
2. The Association agrees to indemnify, hold harmless and defend the Committee for any disputes or claims arising out of payroll deductions for dues and service fees.

D. The Association shall be permitted to use school buildings without cost, at reasonable times for meetings. Requests for use of buildings shall be made in writing to the building administrator of said building with reasonable notice.

E. The Association will have the right to place notices, circulars, and other material on faculty bulletin boards and in teachers' mailboxes. The Association and its officers shall have the ultimate responsibility for all materials so distributed. The Committee agrees to provide the Association access to its list serve information for all Association members to distribute information.

F. A teacher who is elected to, appointed to, or engaged in a full-time position with the Association, National Education Association of Rhode Island, The National Education Association, or any other organization with which the Association is affiliated, shall, upon proper application, be granted an unpaid leave of absence for up to two (2) years for the purpose of accepting this position.

1. Such leaves shall be limited to one (1) teacher per school year, shall be given on the basis of seniority where more than one (1) teacher applies, and shall be without pay or benefits, except as to seniority, which shall continue to accrue, provided the teacher shall return at the expiration of the leave.
2. Upon return to service, he/she shall be placed in the position he/she left, if available, or a comparable position.
3. Sick leave shall not accrue during such leave, nor shall the teacher on leave advance to a higher step on the salary scale unless he or she teaches at least one (1) semester during the year in which the leave is taken.
4. The leave must be requested in writing by April 1 of the school year preceding the requested leave and shall not be extended under any circumstance.

G. The Association shall be given the opportunity to make brief announcements at the conclusion of faculty meetings.

H. The President of the Association, or his/her designee, may directly request an appointment with the Superintendent or, in the Superintendent's absence, his/her designee, at any time during his/her regular office hours.

I. With reasonable notice to the Superintendent, the President and his/her designee shall be released from teaching duties to attend the funeral of any Association member or the funeral of any Association member's family as defined in Article 15 D.

J. The Committee shall furnish to the Association President the name(s), address(es), and telephone number(s) of all newly hired teachers.

K. Upon request, the Association may have the opportunity to address newly hired teachers at the conclusion of the orientation meeting at the beginning of the year.

ARTICLE 5 EMPLOYMENT STANDARDS

A. Teachers shall be provided a healthy and safe work environment.

B. Teachers hired will be offered employment at a salary no less than that which is required by the provisions of R.I.G.L. §16-7-29. The Committee may, but shall not be required, to hire such teachers at a higher step based on credit for years of teaching and/or vocational experience not recognized by law.

C. A teacher who has taught more than one hundred and thirty-five (135) days in a given school year, on either a regular or a substitute basis, or a combination thereof, shall be given credit for a full school year and placed on the next salary step, if said teacher is hired for the next school year.

D. Employment may be terminated by mutual consent at any time providing that such consent has been reduced to writing and signed by both parties. Employment may be terminated by the Committee for good and just cause as is provided by state statute and case law. The teacher may resign by submitting written notice at least thirty (30) days prior to the effective date of resignation.

E. The Committee may require, provided a request is made to the teacher on a leave of absence on or before January 15th, that the teacher give written notice on or before February 15th that he/she will return to work the following school year. A teacher's failure to respond to such request in timely fashion shall be conclusive and constitute his/her resignation effective at the end of the current school year. If requested, the Committee shall grant an extension of time to respond after February 15.

F. For informational purposes only, the Committee will post, on the school web site, notice of vacant coaching positions, stating the general qualifications, duties and salary, if determined, of each position. It is understood and agreed that the filling of these positions, their duties and their compensation are not subject to collective bargaining.

G. No teacher will be disciplined, including reprimand (whether oral or written), suspension, or discharge, reduced in rank or compensation, or deprived of any professional advantage without

good and just cause. Where appropriate, discipline will be administered in a manner that will not embarrass the teacher before other employees or the public. Disciplinary action shall be progressive, where appropriate, and may include verbal coaching, oral reprimands, written reprimands, suspension and discharge. When documented verbal reprimands, written reprimands or suspensions are administered, documentation will be placed in the teacher's personnel file. Documentation of written reprimands and suspensions shall remain in the teacher's personnel file on a permanent basis. Association members shall be permitted to provide written rebuttals to items placed in their personnel file and these rebuttals shall be placed in the teacher's personnel file along with the disputed item.

ARTICLE 6 TEACHER FACILITIES

- A. Each school shall have space in which teachers may safely store instructional materials and supplies.
- B. Wherever space is available, the Committee shall make every effort to provide:
 - 1. A teacher work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 - 2. A usable desk and chair for each classroom and the use of filing cabinet space for each teacher.
 - 3. A separate dining area for the teachers.
 - 4. Separate lavatory facilities for the teachers.
 - 5. A work area furnished with a desk, chair, and filing cabinet for each coordinator.
 - 6. A suitable lounge in each school.
 - 7. A parking area for teacher use.
 - 8. School Counselors and School Nurse Teachers shall have reasonable access to a telephone for their use and a place to store confidential student records and information in each building they service.
 - 9. Where new classrooms are created by partitioning single rooms into more than one class space, each partitioned area shall have a floor-to-ceiling partition, electric switch, blackboard, heat, intercom control, direct access to a corridor, and any moveable accessories normally part of such rooms in non-partitioned areas.

**ARTICLE 7
PERSONNEL FILES**

All personnel files shall be maintained in the following manner:

A. No materials, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in a teacher's personnel file unless the teacher has had an opportunity to read such material. A teacher may review his/her file by making an appointment with the Human Resource Office during normal business hours.

B. By July 30 of each year, the teacher shall be required to review his or her personnel file and contest the inclusion of any materials contained therein. If the teacher fails to review his or her file or does not contest the inclusion of any material contained therein, the teacher shall be precluded from disputing the inclusion of any materials contained therein.

C. The employee shall be provided with a copy of any and all materials related to discipline or performance that is to be placed in his or her personnel file. The employee shall sign said notice indicating that he or she received a copy of said item. If an employee refuses to sign to acknowledge receipt, a CTA representative shall sign indicating that the document has been received.

D. Upon written request by the teacher, he/she shall be given access to his/her personnel file and be given the right to examine any material, except that which relates to his/her initial employment. In no instance will the teacher be allowed to remove his/her personnel file, or any material contained therein, from the Human Resource Office without the express written consent of the Superintendent or his/her designee.

E. The teacher shall have the right to comment on any material filed in his or her personnel file (excluding references and information obtained in the process of evaluating the teacher for employment). His/her comment shall be reviewed by the Superintendent or his/her designee, and attached to the file copy of the disputed item.

F. Upon written request to the Human Resource Office, the teacher shall be furnished with a reproduction of any material in his/her file, excluding references and information obtained in the process of evaluating the teacher for employment.

G. Each teacher shall present to the Superintendent or his/her designee, at the commencement of each school year, any and all current active certification data and educational transcripts not already on file. Upon the receipt of information furnished by the teacher, the teacher's personnel file shall be kept up to date concerning all pertinent data required by the administration.

H. The Superintendent or his designee shall maintain a separate and confidential medical file for all employees that shall contain any and all information directly related to the employee's health or medical history.

ARTICLE 8 TEACHER EVALUATION

Appraising personnel performance and quality is an extremely important factor affecting student learning. In order to ensure that all staff show consistent positive impact on student learning, the Cumberland School Department shall have a formal evaluation process that is completed on a regular basis. The system promotes the growth and effectiveness of staff and provides feedback for continuous improvement. All monitoring or observation of the work performance of an employee shall be conducted openly and with his/her full knowledge. Employees will be given a copy of any evaluation report prepared by their superiors and will have the right to discuss such report with the evaluator. Further, the teacher may indicate disagreement with the evaluation in total or in part by attaching such comments to the evaluation.

The Committee agrees to the following timeline:

1. The mid-year evaluation conference shall occur no later than the 90th school day.
2. An educator's first evaluation observation shall occur prior to the mid-year evaluation conference.
3. Evaluation observations will not take place the day before or after a school holiday nor the week before Winter/April Break.
4. The end of year conference shall take place no later than the first Friday in June.
5. Student Learning Objectives (SLO's), Student Outcome Objectives (SOOs) and/or Professional Growth Goals (PGGs) shall be mutually agreed to by the educator and evaluator. If the educator and the evaluator cannot agree on the teacher's SLO/SOO/PGG, the District Evaluation Committee shall determine the measure for the educator.
6. Dates above can be changed by mutual agreement of the CTA President and Superintendent.

ARTICLE 9 PROTECTION

- A. As soon as possible teachers will report, in writing, to the building administrator all cases of threats or assaults suffered by them in connection with their employment.
- B. The report will be forwarded to the Superintendent and the Committee, who will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and the Committee will act in appropriate ways as liaison between the teacher, the police, and the courts. The Committee will reimburse the teacher for medical and legal costs.
- C. In any case where an individual brings a charge of assault against a teacher, the charge must first be reduced to writing and signed by the complainant. The Superintendent and/or his/her

designee shall conduct an investigation and make the appropriate recommendations, if any. The teacher shall be subject to progressive discipline if said charge is substantiated through the investigation process.

1. At both levels the teacher will have the right to:
 - a. Meet his/her accuser face-to-face.
 - b. Representation by the Association or its representative and/or legal counsel.
2. Nothing in this article shall be construed to remove a teacher's recourse through the judicial process.

D. On-the-Job Injury/Workers' Compensation

1. Teachers shall be provided Workers' Compensation benefits per the Rhode Island Workers' Compensation Act of the Rhode Island General Laws (RIGL), as amended.
2. Whenever a teacher is absent from school as the result of personal injury caused by an assault not provoked by the teacher or injury occurring in the course of his/her employment, said teacher shall receive full salary and benefits for the period of absence up to one (1) year from the date of injury. In no event shall the teacher receive compensation that exceeds his/her full salary.
 - a. For each day the teacher receives Workers' Compensation benefits one-third (1/3) of a sick day shall be charged to his/her accrued sick leave.
 - b. When such absence shall not be covered by sick leave or personal business days, it shall be deemed to be leave without pay.
 - c. The difference between Workers' Compensation Insurance payments and any other insurance payments from insurance furnished by the Committee and full salary shall be paid.
3. The Committee shall have the right to have the teacher examined by a physician designated by the Committee and this physician shall consult with the teacher's physician for the purpose of establishing the length of time the teacher will be absent from his or her duties. If the Committee's physician and the teacher's physician do not agree, the opinion of an impartial physician shall be sought and the opinion of said impartial physician shall control.
4. On-the-job injury shall be defined as any injury occurring on or off school premises which occurs during the course of the performance of the teacher's duties.
5. In the event the teacher successfully brings a cause of action as a result of said assault or injury occurring in the course of his/her employment for which they were being paid Workers' Compensation benefits, the Committee shall be entitled to recover any

and all payments made in conjunction with this Article. (Subrogation Rights of the Committee)

6. The Committee shall continue to deduct all appropriate taxes and retirement contributions from the salary paid to the teacher. The retirement deduction shall be based on the teacher's regular full salary, as long as the teacher is receiving a salary based on sick leave or other paid leave under this section.

E. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Committee furnish legal counsel to defend him/her in such proceedings. The Committee will evaluate the request and the circumstances of the assault and, if the Committee deems the case to be meritorious, shall provide an attorney. If the case is found to be without merit by the Committee, the issue of the merit of the case shall be subject to the grievance procedure.

F. Where information is available and appropriate for distribution, teachers shall receive notification of any pupil in their classes who has physical and/or emotional issues.

ARTICLE 10 TEACHER SCHEDULES AND ASSIGNMENTS

A. Not later than the end of the school year, or within a reasonable time thereafter depending on the circumstances, in-service teachers shall be notified of their programs and schedule for the coming school year. Such schedule will be tentative and will contain the following:

1. The school or schools the teacher is assigned;
2. The grade level or levels the teacher is assigned;
3. The subject or subjects and preparation level or levels; and
4. Any special or unusual courses and assignments.

B. Elementary Schools - Special Area Teachers

1. It will be the goal of the Cumberland School Department to establish, where scheduling and facilities allow, one designated place within each school where each Special Area Teacher may teach his/her class, as well as a schedule that allows for minimum movement between school buildings.
2. Special Area Teachers will teach no more than six (6) periods per day or be assigned to teach in more than two (2) schools per day.
3. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules no later than the first day of school.

4. The Association and the Committee agree that schedules for Special Area Teachers, once set for a new year, shall not change after the first two (2) weeks of the school year in reference to the following:
 - a. Buildings assigned;
 - b. Number of buildings assigned; and
 - c. Class changes within assigned buildings.
5. At the discretion of the Superintendent, any necessary schedule change shall be executed reasonably and in a non-arbitrary manner after consultation with the Association President.

C. Teachers are required to attend, as soon as practical after the end of the regular work day and without additional compensation, the following staff meetings, when scheduled. These meetings will normally last approximately one (1) hour:

1. One (1) day during each month for departmental or curriculum meetings;
2. One (1) day during each month for faculty meetings called by the building administrator at his or her discretion; and
3. One (1) day during each quarter for meetings called by the Superintendent or the Assistant Superintendent to respond to district-wide concerns.

D. The parties agree that teachers should make themselves available for the purpose of giving individual help to those students who request and need it. Reasonable advanced notice of meetings shall be given.

E. Teachers shall be required to attend (2) two parent teacher conference nights and one (1) open house night each year. These meetings shall not be scheduled for more than two (2) hours in duration. Advanced notice of meetings shall be given. If any problem arises between the elementary, middle and high school levels such problem shall be a matter of conference between the Association and the Superintendent. These evening meetings shall not be scheduled during the Thanksgiving week. Only one (1) evening meeting shall be scheduled in any given week.

F. Parent-Teacher Conferences will be scheduled by the teacher within three (3) school days of the parent's request. Whenever possible the building administrator(s) will be present at these conferences upon the request of either parent or teacher. If the building administrator(s) is/are not available, the teacher may reschedule the conference for a time when the building administrator(s) will be available. Nothing in this provision shall prohibit a building administrator(s) from calling a parent-teacher conference, provided however, that a twenty-four (24) hour notice is given to the teacher and the building administrator is present, if requested.

G. Secondary teachers will have a duty free lunch period of the same length as that of a secondary student (a secondary student's lunch period shall be defined as that amount of time during

which a student is allowed to eat his/her lunch). Elementary teachers shall be entitled to a period of time of at least twenty (20) minutes, during which they may eat a duty free lunch.

H. Secondary school teachers shall ordinarily not be required to teach more than two (2) subjects nor more than three (3) preparations at any one time on a continuing basis. However, for specific courses and for specific durations set forth in writing and signed by the President of the Association and the Superintendent or his/her designee, the Association will agree to alter the limitations of this provision, when considered appropriate by agreement.

1. A subject is interpreted as a separate discipline, such as the discipline of mathematics, science, social studies, business education, physical education, etc.
2. A preparation is interpreted as a particular level within a discipline such as Algebra 1, Trigonometry, General Mathematics, etc.

I. The number of different rooms in which assignments occur should be kept to the minimum administratively possible. Should teachers be required to teach in more than one (1) room, these rooms will be as near to one another as possible, all circumstances considered.

J. In rooms with specific stations (shops, typing rooms, laboratories, etc.), the number of pupils assigned to such room should normally not exceed the number of stations available.

K. A teacher who wishes to leave the building during an unassigned period may do so by signing out on a register provided by the main office, indicating where or how the teacher can be reached if need for the teacher arises, and signing in at the main office upon return. Failure to sign in and out when leaving the building shall result in a written reprimand. Any additional violations of this section shall result in progressive discipline. A teacher with an unassigned last period may not use the sign in/sign out procedure to reduce the total length of daily in-school hours.

L. All Special Area Teachers shall be given sufficient time to travel from classroom to classroom and from building to building.

M. The official length of the teacher's school day shall not exceed six and three quarter (6 3/4) hours. The official length of the teacher's school day shall be defined as the length of time between the time the teacher is required to report and the time he/she is free to leave the school property for the day. Teachers are required to be at the location of their post no later than five (5) minutes prior to the start of the contractual day. Teachers are expected to remain at their post for a minimum of five (5) minutes at the conclusion of the contractual day.

N. The Committee will continue to attempt to provide substitute teachers whenever possible. The Committee will assign substitutes according to the following priorities:

1. Elementary classrooms;
2. Elementary special area classrooms; and
3. Secondary classrooms.

O. Preparation/Unassigned Time

1. All teachers shall have a minimum of Two Hundred (200) minutes preparation time per five day week. These Two Hundred (200) minutes shall include no less than one (1) forty (40) minute preparation block per day.
2. These periods, as well as all preparation time, shall be exclusive to other duties and apart from the teacher's lunch period.
3. Preschool teachers who teach two (2) sessions shall have preparation time between scheduled sessions.
4. If it becomes necessary to utilize a teacher during his or her preparation time, it is incumbent on the building administrator at each school to determine that assignment of preparation time is distributed evenly and fairly among all teachers.
5. Teachers shall be compensated on a pro-rata basis for the loss of any portion of the forty (40) minute block per day. Said compensation shall be capped at forty dollars (\$40.00) for a short period and sixty-five dollars (\$65.00) for a long period (high school only).
6. Teacher shall only be compensated for class coverage if in their content area.

P. Teachers will be paid at the mileage rate permitted by the Internal Revenue Service (IRS) for use of their automobiles for travel on school business or between schools during the regular school day. Payments will be made on a semi-annual basis upon the receipt of vouchers designed by the Administration.

Q. Teachers shall have three (3) school days between the official close of the marking period and the day report card grades must be submitted.

R. Although Grade 6 is and shall remain an elementary grade level, while located in the middle school, Grade 6 teachers will be assigned the same number of teaching, coverage, and preparation periods as teachers in Grades 7 and 8.

S. Teachers will be provided with rosters of the students assigned to their rooms before their first meeting with students. It is understood by the parties that these lists may change through additions and deletions.

T. Secondary Teachers: Teaching Periods

1. All secondary teachers (except school counselors and school nurse/teachers), shall be assigned five (5) teaching periods per day.
2. As used here, teaching periods include Academic Enrichment (AE).

U. Non-Instructional Duties

1. The Committee and the Association agree to work together to ensure that a teachers time is utilized most effectively. To this end, they agree as follows:
 - a. School Nurse/Teachers shall be required to administer eye or ear examinations.
 - b. Teachers shall not drive pupils to activities which take place away from the school building.
 - c. Teacher attendance at after school social functions will be on a voluntary basis.
2. A non-instruction duty is described as the following: Hallway duty, cafeteria duty, lavatory duty, recess duty and any other reasonable duties agreed to by the Association.
 - a. Employees assigned to the high school shall be assigned seven (7) periods, including one (1) preparation period of at least forty (40) minutes and one (1) duty period.
 - b. Employees assigned to the elementary schools shall be assigned to a total of two (2) duties per week, recess and/or bus duty. On the other three (3) days of the week, the teacher shall have a forty (40) minute lunch.
 - c. In the event a teacher has an unassigned period and a duty scheduled in the same day, the building administrator shall have discretion in the scheduling of these periods, provided the teacher receives their forty (40) minute preparation block each day and the educator is provided with at least twenty four (24) hour notice.

V. Common Planning Time

1. Early release time will be utilized for common planning time during the early release Wednesdays.
2. Common planning time shall consist of activities that are mutually agreed upon by educators and administrators.

W. Performance-Seniority-Experience (PSE) Matrix

1. Displacements
 - a. Any tenured educator who shall be displaced from their current position shall be notified by the Human Resource Office in writing of this displacement. Displacements occur due to a variety of circumstances (budget, enrollment, etc.), however a displaced educator retains a position

within the school department. Displacements shall occur prior to the posting of open positions and the beginning of the Performance-Seniority-Experience (PSE) matrix.

- b. Any educator who has been displaced will participate in the first round of the PSE matrix. This round shall occur prior to the rescission of non renewals for any non tenured educator. If there is an open position in which the displaced educator is certified, he or she needs to submit a letter of intent for the open position. If there are no open positions in which the displaced educator is certificated, then the displaced educator shall be permitted to select a position, in their certification, currently being held by a non tenured educator.

2. Open Positions/Voluntary Transfers

- a. The School Department will advertise all positions to invite internal applicants. The postings will set forth, at the minimum:
 - (1) certification and requirements, including any specialized training or particular skills, required or preferred for the position; and
 - (2) a clear deadline for the submission of applications and application materials.
- b. All postings will remain open for a minimum of six (6) calendar days.
- c. Educators who desire a change in building and/or grade and/or subject assignment shall file a written statement of such desire to the Human Resource Office during the posting period. Such statement shall include the building and/or grade and/or subject to which the educator desires to be assigned and his or her relevant experience. If the educator lists more than one (1) desired position, he or she shall indicate the order of preference.
- d. All applicants will be initially screened to ensure candidates meet the eligibility requirements. This screening will typically be performed by the Human Resource Office, or by a designee of that office.
- e. Assignments to open positions and voluntary transfers shall be based upon the Performance-Seniority-Experience (PSE) Matrix, see Appendix A____, with the position awarded to the member with the highest PSE Score.
- f. Round 1 of the PSE matrix will place any educator who has been displaced from his or her position. The following rounds shall include non tenured educators who have had their non renewal rescinded. The school department shall rescind as many non tenured educators as possible, given budgetary, enrollment and job performance concerns, so the most number of non tenured educators are able to participate in the PSE matrix.

- g. Where two (2) or more applicants have the same PSE score, ties shall be broken in joint consultation between the Superintendent and the CTA President. In all circumstances, the Superintendent, or his or her designee, will recommend to the School Committee the applicant for the position.
 - h. After the aforementioned process, the School Department will advertise all new and unfilled open positions and invite external applicants to apply.
3. Involuntary Transfer
- a. The Superintendent shall have the right to involuntarily transfer any employee in the best interest of the students and/or school. No teacher shall be transferred involuntarily without good and just cause.
 - b. Whenever possible, notice of involuntary transfer within the school year shall be given to the teacher not less than thirty (30) days prior to the effective date of such transfer.
4. Non Renewals/Dismissals
- a. In the event of layoff, employees shall be laid off based on one (1) or more of the following criteria: non tenured, program elimination, financial exigency and/or mutual consent of the union leadership and the Superintendent. In accordance with the above, the Superintendent retains the right to consult with the District Administrative team to determine which staff members will be most effective in meeting student needs based on the above-stated criteria. Notice shall be provided to employees as prescribed by R.I.G.L. § 16-13-2, as it may be amended from time to time.
 - b. At all times, the District maintains its right not to renew non-tenured teachers based upon a good-faith assessment by Administration that better teachers are available. Reductions in force will take certification, qualifications, and final effectiveness rating into account.
 - c. Suspensions of staff due to a decrease in school population will be made in accordance with R.I.G.L. §16-13-6.
 - d. If a non tenured educator is not recalled by the beginning of the following school year, that educator shall be treated as a non renewal and his or her teaching contract shall expire.
5. Recalls
- a. In the event of recall, the recall shall be determined by the Committee on the recommendation of the Superintendent, after having consulted with union leadership, using the Performance-Seniority-Experience (PSE) matrix. If a tenured teacher is not recalled by the beginning of the following school year,

that educator shall be placed on a recall list for a period of two (2) years and be recalled in the event any position opens during the school year.

6. Rescind of Non Renewal/Dismissals
 - a. In the event of the rescission of non renewal, the rescind shall be determined by the Committee on the recommendation of the Superintendent, after having consulted with union leadership, using the Performance-Seniority-Experience (PSE) matrix. Rescind of non renewals shall take place after all displaced educators have selected a position.
 - b. In the event of the rescission of dismissal, the rescind shall be determined by the Committee on the recommendation of the Superintendent, after having consulted with union leadership, using seniority and certification.

ARTICLE 11

POSITIONS IN SUMMER SCHOOL, UNDER FEDERAL PROGRAMS, AND EXTRA-CURRICULAR ACTIVITIES

- A. Notice of all vacancies in Summer School, positions under Federal Programs, and extra-curricular activities will be posted on the district web site at least two (2) weeks prior to filling the vacancies.
- B. Positions in the Cumberland Summer School will be filled first by regularly appointed teachers in the Cumberland School System in so far as such preferences are consistent with the educational needs of the system.
- C. In filing such positions, consideration will be given, but not limited to, the teacher's area of competence, major and/or minor in their field of study, and length of service in the Cumberland School System.
- D. Extra-curricular positions receiving compensation and positions under Federal Programs shall, whenever possible, be filled by qualified personnel within the bargaining unit.
- E. An extracurricular activity that extends beyond the official length of the teacher's school day shall not be assigned to any teacher who does not volunteer for it.

ARTICLE 12

TEXTBOOKS AND SUPPLIES

- A. Any and all changes in textbooks shall be made by the Assistant Superintendent's office with input from the District Curriculum Committee.
- B. The Committee will provide sufficient teaching equipment and supplies, as needed, for the school system.

C. In courses where textbooks are required, the Committee shall provide sufficient textbooks to ensure that each pupil shall have access to a textbook.

ARTICLE 13 CLASS SIZE

The Committee and the Association recognize the desirability of achieving optimum learning conditions for students. The parties agree to the following:

A. The regular class size for elementary schools by grade and in a building will be as follows:

1. Pre-School -- 15
2. K to 2 -- 23
3. 3 to 5 -- 24

B. Secondary class size (6-12) shall be twenty-six (26) students with a maximum teacher daily enrollment of one hundred thirty (130) students. Level 1 middle school mathematics classes shall not exceed nineteen (19) students.

C. The maximum case load for resource teachers will be thirty (30) students.

1. A Resource teacher at the high school will be assigned four (4) teaching periods on two (2) days of a four (4) day cycle and five (5) teaching periods on the other two (2) days of the four (4) day cycle. Should the high school schedule change during this agreement, the parties will adjust teacher assignments to the new cycle in the schedule.
2. A Resource teacher at the middle schools will be assigned five (5) periods per day with no more than three (3) coverage periods per seven (7) day cycle.

D. In no case will a teacher be assigned more than three (3) students above the class size maximum.

E. Excess students will be equitably distributed among the teachers at grade level whenever feasible.

F. Teachers shall be compensated for any student who exceeds the class sizes as outlined in Article 13A and 13B. Said calculation shall be determined as follows: Teacher Step (Salary) divided by Instructional Days (180) divided by Maximum Case Load (130) multiplied by number of days student is enrolled in class. The electronic form shall be returned to the Human Resource Office at the end of each semester. Compensation for said excess class size shall be made in June of each school year, as said compensation is pensionable.

**ARTICLE 14
SCHOOL CALENDAR**

When the Superintendent or her/his designee is preparing the school calendar for consideration by the Committee, he/she shall meet to consult with the President of the Association, or his/her designee, regarding the school calendar prior to its submission to the Committee for approval. Said consultation shall include the opening of school and the dates for the first of twenty-six (26) paychecks to teachers.

1. For the 2016-2017 school year, the calendar shall consist of one hundred and eighty (180) instructional days, one (1) orientation day in August, three (3) professional development days scheduled throughout the year and one (1) administrative day following the last scheduled day of instruction.
2. For the 2017-2018 school year, the calendar shall consist of one hundred and eighty (180) instructional days, one (1) orientation day in August, and four (4) professional development days scheduled throughout the year.
3. Orientation day shall be defined as a full day of work, with no more than three (3) hours of scheduled activity by the building administrator.

**ARTICLE 15
LEAVES OF ABSENCE**

It is agreed that all leaves of absence, including short term sick leave, shall be used only for the purpose authorized by the Agreement and that any unauthorized use of leave shall constitute grounds for disciplinary action. The Association recognizes the right of the Committee to make and enforce reasonable rules to ensure that there is no abuse of leave benefits. The Committee agrees to discuss any such proposed rules with the Association prior to their implementation. It is understood and agreed that the rules promulgated by the Committee are subject to a test in arbitration as to their reasonableness, if challenged by the Association, and as to their fair and impartial administration in individual cases.

A. SICK LEAVE

1. Teachers shall be entitled to eight (8) sick days with full pay each school year as of the first official day of said school year whether or not they report for duty on that day.
2. Teachers may use sick days for personal illness or illness in their immediate family (father, mother, brother, sister, son, daughter, husband, wife, domestic partner, or other relatives with whom the teacher may then be living.)
3. Teachers shall be required to provide a doctor's note to the Human Resource Office after expending three (3) consecutive sick days.

4. Sick leave may be accumulated from year to year up to a maximum of one hundred fifty-five (155) school days. Employees hired on or after July 1, 2013 shall be entitled to accumulate up to seventy-five (75) school days.
5. For the purpose of computing sick leave, teachers shall be credited with all sick leave accrued prior to the effective date of this agreement, subject to a maximum of one hundred fifty-five (155) school days. Once the maximum has been accrued, the teacher shall not accumulate any additional sick time.
6. Utilization of sick leave shall not cause a teacher to lose an increment or increments in the salary schedule.
7. A teacher shall be required to produce a doctor's note when utilizing a sick day before or after a holiday or school vacation.
8. A teacher who provides notice of retirement, in writing, to the Cumberland School Department, no later than January 15 of the year of said retirement, and who has at least fifteen (15) years of teaching service in the Cumberland School Department, will be paid of one-half (1/2) of their total accumulated sick leave days at a rate of fifty dollars (\$50.00) per day, not to exceed Three Thousand Eight Hundred and Seventy Five Dollars (\$3,875.00). Employees hired after July 1, 2013 shall be paid fifty dollars (\$50.00) per day for their total accumulated sick leave days. For purposes of this section "retirement" shall mean the teacher is eligible for retirement benefits under the State of Rhode Island Retirement System (ERSRI).
9. If a teacher has received benefits due to catastrophic illness, he/she shall first reimburse the Cumberland School Department prior to any benefits being paid under said section.
10. The Committee agrees to create a Family Sick Bank for those employees who need additional sick leave due to the illness of a family member who resides in their household. Upon application to the Superintendent and/or his/her designee, the employee may be entitled to receive up to an additional four (4) days of sick leave once they have exhausted their accrued time.

B. SICK BANK

1. Each teacher shall be automatically enrolled in the sick bank unless they opt out within ten (10) school days of the opening of school or within ten (10) school days of their date of hire. The teacher shall contribute two (2) sick leave days to the Sick Leave Bank upon enrollment.
2. Only teachers who contribute to the Sick Leave Bank are eligible to apply for benefits.
3. If the sick bank goes above one thousand (1,000) days, only new members shall contribute.

4. If the sick bank falls below one thousand (1,000) days, all members shall contribute one (1) day per year.

C. Sick Leave Bank Committee

1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members:
 - a. Two (2) members shall be appointed by the President of the Association;
 - b. Two (2) members shall be appointed by the Superintendent; and
 - c. The fifth member shall be the school physician who shall vote only in the case of a tie.
2. Sick Leave Committee shall determine:
 - a. individual eligibility for the use of said bank; and
 - b. the amount of leave to be granted.
3. All decisions of the Sick Leave Bank shall require a majority vote.
4. Decisions of the Sick Leave Committee shall be final and binding upon the employee and are not subject to appeal or to the grievance procedure.
5. Sick Leave Committee, in administering said Sick Leave Bank, may use such data and criteria as it may deem to be necessary to enable it to make its decisions on an application for sick leave benefits under this provision, including, but not limited to:
 - a. Adequate medical evidence of major illness or accident submitted by the applicant's physician;
 - b. Prior utilization of eligible sick leave by the applicant;
 - c. Physical examination of the application by a physician of his/her own choice, at the expense of the applicant;
 - d. The number of available days in the bank and other applications for grants therefrom.
6. In a case of a major illness or accident, said bank may be charged for sick leave required beyond the accumulated sick leave held by participating teacher-application and such charge shall commence only after the teacher-applicant's individually accumulated sick leave is reduced to a maximum of three (3) days.
7. The initial grant of sick leave by the Sick Leave Committee to an eligible teacher shall not exceed thirty (30) days. The Superintendent or his/her designee shall notify the

Association each time an additional thirty (30) days has been extended to the employee.

8. Upon the completion of the thirty (30) days, the period of entitlement may be extended by the Sick Leave Committee upon demonstration of need by the applicant.
9. In the event that a teacher receives sick leave from said Bank that extends to the end of a school year, such teacher must reapply to the Sick Leave Committee for the ensuing school year in order to be considered for benefits.
10. Any teacher who withdraws from the Sick Leave Bank will not be permitted to withdraw his/her contributed days or re-enter the Sick Leave Bank.
11. Any and all unused days which remain in the Sick Leave Bank on June 30 of any school year shall be carried over to the successive school year.
12. In the event the Sick Leave Bank goes below fifty (50) days, the Sick Leave Committee shall require participating teachers contribute one (1) additional sick day.
13. In no event shall the charge to said Sick Leave Bank, on account of any one (1) illness/injury of any one (1) applicant, exceed one hundred eighty-five (185) days.
14. Two (2) times per year, at the same time as the publication of the seniority list, the Association President shall be given a copy of the Sick Bank Participants List and the number of days remaining in said Sick Leave Bank at that time.

D. ABSENCE DUE TO DEATHS AND FUNERALS

1. In case of death in the immediate family of the teacher (father, mother, brother, sister, son, daughter, husband, wife, or any other blood relative or in-law with whom the teacher may then be living), a teacher shall be allowed five (5) school days in each case with full pay. The five (5) school days shall be consecutive days commencing immediately following the death.
2. In the case of the death of relatives by marriage or by blood not included in the aforesaid paragraph, the teacher shall be allowed the day of the funeral with full pay.
3. In the case of a mother-in-law, father-in-law or grandparent, a member may have two (2) consecutive days with full pay.
4. Employees shall be required to provide the Superintendent, or his/her designee, with the name of the deceased on the required form.

E. LEAVES FOR MILITARY TRAINING

1. When requested, the Committee shall grant a teacher a military leave of absence for training not to exceed ten (10) school days. Said employees will be paid the

difference between their base salary and their military pay for the period of said leave. The teacher shall provide a copy of a letter from the Commanding Officer of the teacher's unit to the Superintendent indicating that training is required on the dates requested.

2. It is understood that the Committee's obligation under this Article is limited to days of training which must be served by the teacher on days when school is in session. Teachers shall present satisfactory evidence that their military obligation cannot be satisfied on days when school is not in session.

F. TEMPORARY LEAVES OF ABSENCE

1. Teachers of the Jewish faith shall receive full pay when absent from school for the purpose of observing the following Jewish Holy Days:
 - a. Rosh Hashanah (two days),
 - b. Yom Kippur (1 day)
2. Requests for absence permission because of any other religious holidays shall be submitted to the Superintendent or his/her designee in advance.
3. Teachers may be allowed additional unpaid time off for other personal reasons when such requests are considered valid by the Superintendent.

G. JURY DUTY

1. Teachers who are called for jury duty during the school year will be remunerated the rate of the difference in their teacher's salary and the salary of the juror.
2. Reasonable advance notice must be given to the Superintendent or his/her designee whenever a teacher is called for jury duty.

H. PERSONAL BUSINESS DAY

1. Three (3) days shall be allowed for personal business except as herein provided.
2. The educator shall provide at least two (2) days advance notice of personal leave requests to the Superintendent, or his/her designee, if the teacher intends to take two (2) personal days in succession.
3. The educator shall provide fourteen (14) days advanced notice of personal leave requests to the Superintendent, or his/her designee, if the teacher intends to take three (3) personal days in succession.
4. Requests for personal days for a day immediately following or preceding a school vacation, holiday, professional development day or Election Day shall be requested in writing to the Superintendent or his/her designee no later than fourteen (14)

calendar days before the day(s) to be taken; provided, however, that no more than five percent (5%) of the membership may have any one (1) day. Days will be assigned on a first come, first served basis. Seniority will be the determining factor as the deadline approaches and the number of requests shall exceed five percent (5%).

5. Such Personal Day request must be made to the Human Resource Office. A request made after the deadline will not be honored unless requested on an emergency basis.

ARTICLE 16 LONG-TERM LEAVES OF ABSENCE

A. TEACHER-EXCHANGE PROGRAM

1. The Committee recognizes that Teacher-Exchange programs provide an excellent means of bringing about cultural exchange and understanding. Therefore, the Committee supports and will authorized participation to the extent that it facilitates the best education possible for Cumberland students.
2. Teachers who wish to participate in an exchange program shall observe the following:
 - a. Written requests shall be made to the Superintendent for approval to apply.
 - b. Written approval by the Superintendent will be considered binding, provided an acceptable exchange replacement is found.

B. LEAVES FOR PEACE CORPS AND VISTA

1. A leave of absence, without pay, of up to two (2) years will be granted to teachers who join the Peace Corps or VISTA, are full time participants in any such program and who have completed at least three (3) years of employment in the Cumberland School System.
2. Upon return from such a leave, a teacher will be considered as if he/she were actively employed by the Committee during the leave, and will be placed on the step of the salary schedule he/she would have achieved if he/she had not been on leave.

C. SABBATICAL LEAVE

1. A leave of absence will be allowed for one (1) year of advance study in an approved college or university graduate program.
2. Leaves will be limited to one (1) of the teachers covered by this Agreement who has completed at least five (5) years teaching experience in the Cumberland School System. In the event that more than one (1) teacher applies in a given year, the teacher with the most years of teaching in the Town of Cumberland shall be chosen

first. However, preference will be given, by seniority, to that teacher who has not yet gone on sabbatical leave over those applicants who have. Applications for sabbatical leave must be made in writing to the Superintendent no later than March 1 of the school year prior to when the leave is to begin. The successful applicant will be notified at the May meeting following the application deadline.

3. Teachers granted a Sabbatical Leave who receives a grant of Five Thousand Dollars (\$5,000.00) or more will be paid a salary that is the difference between the grant and the salary the teacher would have received if he/she had remained teaching. In the event that the teacher granted a Sabbatical Leave receives a grant less than Five Thousand Dollars (\$5,000.00) or does not receive a grant at all, the teacher will be paid fifty percent (50%) of the salary he/she would have received if he/she had remained teaching. Salary, as included herein, does not include any stipend.
4. Upon return to full-time teaching, the teacher shall be placed on the same step of the salary scale he/she would have achieved had he/she not taken the leave.
5. The teacher shall agree to return to employment in the Cumberland School system for one (1) full year in the event of a one-half (1/2) year's leave or two (2) full years in the event of a full year's leave. The teacher shall not be eligible to apply for an additional sabbatical leave until the above stated employment terms have been completed. In the event the teacher does not return as agreed, he/she shall repay to the Committee all monies received during the period of leave unless released from his/her agreement by the Committee upon written request.
6. If the successful applicant is unable to accept the sabbatical leave, waives award of the leave and notifies the Superintendent accordingly, in writing before June 30, the Superintendent will award the sabbatical to the next eligible applicant, who must in turn accept or reject the award, in writing within ten (10) days.

D. MILITARY LEAVE.

1. Military leaves will be granted, without pay, to any teacher who is inducted or enlists in any branch of the armed forces of the United States.
2. Upon return from such leave, he/she will be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

E. FAMILY MEDICAL LEAVE ACT (FMLA)/RHODE ISLAND PARENTAL AND FAMILY MEDICAL LEAVE ACT. Pursuant to both state and federal statutes, , the employee is entitled to receive up to twelve (12) weeks annually, or thirteen (13) weeks every two (2) years, of unpaid leave for an eligible illness or injury, such as the birth of a child..

F. UNPAID LEAVE OF ABSENCE:

1. Leave shall be for a period of up to one (1) year school and shall be without pay.

2. The teacher shall be afforded the opportunity to continue in the Group Health Insurance plan in accordance with prevailing law. The employee shall be required to continue to pay the co-share to continue insurance.
3. The teacher who elects to take leave must notify the Committee, in writing, at least thirty (30) days before commencement of the leave and must return at the beginning of the following school year.
4. In the event the teacher's leave would result in a mid-year return, the approval of leave shall require that the teacher return in the school year commencing the second September after the start of leave.
5. All unused benefits accrued prior to said leave shall be credited to the teacher.
6. The thirty (30) day notice provision before commencement of the leave will be waived in cases of adoption when time does not permit compliance.
7. All seniority benefits to which a teacher was entitled at the time his/her leave of absence commenced will continue to him/her upon his/her return.
8. All requests for leaves will be submitted in writing by the teacher and will be granted in writing by the Committee.
9. Upon return from unpaid leave, he/she shall be placed in the position he/she left, if available, or a comparable position.

ARTICLE 17 GRIEVANCE PROCEDURE

A. Definition: A grievance shall mean a claim by a teacher or teachers, the Association, or the Committee that there has been a violation, misinterpretation, or inequitable application of the provisions of the Agreement.

B. Purpose: The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time, affecting the interpretation or application of this Agreement. Both parties agree that grievance procedures will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties agree that this procedure shall be the exclusive remedy for the resolution of grievances as defined herein.

C. General Procedures:

1. The Association shall represent all members in grievances through Level 3.
2. Only the Association has the authority to file a grievance beyond Level 1.

3. The teacher may appear on his/her own behalf or he/she may be represented by an Association representative or a private attorney at the teacher's own expense up through Level 3.
4. The Association shall have the sole right to proceed to Level 4, Arbitration.
5. Nothing herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
6. The parties agree to make available to each other, upon request, statistics and records which are relevant to the grievance.
7. All grievances will be identified by the coding system developed cooperatively between the Cumberland School Department and the Association.

D. A Grievance shall be handled in the following order or manner:

1. LEVEL ONE. A teacher with a grievance shall first discuss it with his/her immediate supervisor or his/her building administrator with the objective of resolving the matter informally. The building administrator's written disposition shall be returned to the teacher within seven (7) school days of the presentation.
2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR & R Committee) within five (5) school days after the decision at Level One or ten (10) school days after the grievance has been presented, whichever is sooner.
 - a. Within five (5) school days after receiving the written grievance, the PR&R Committee will refer it to the Superintendent, or his/her designee.
 - b. The Superintendent, or his/her designee, shall grant a hearing to the aggrieved and return his/her written disposition within seven (7) days of the presentation of the grievance.
 1. If the teacher does not file a grievance in writing with the Chairperson of the PR&R Committee and the written grievance is not forwarded to the Superintendent, or his/her designee, within ten (10) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance will be considered as waived.

2. A dispute as to whether a grievance has been waived under this paragraph will be subject to appeal pursuant to Level Four.
3. LEVEL THREE. All grievances which are not disposed of in Level One and/or Level Two shall, if requested in writing, be heard by the Committee or a subcommittee of the Committee at the first Committee meeting each month or within twenty-one (21) calendar days upon receipt of such request.
 - a. To the extent possible, all grievance hearings shall be scheduled in executive session before a regularly scheduled Committee meeting, or before a special meeting.
 - b. The Committee shall grant a hearing to the aggrieved and his/her representative in Executive Session and return its disposition within ten (10) school days of the presentation.
 - c. If not resolved to the satisfaction of either party, it may be submitted to arbitration within thirty (30) calendar days of receipt of the Level Three disposition.
4. LEVEL FOUR. In the event a satisfactory settlement is not reached in Level One, Level Two, or Level Three, the grievance shall, if requested in writing after the completion of Level Three, be disposed of by binding arbitration or the Rhode Island Department of Education (RIDE), if agreeable by the parties, in the following manner:
 - a. The Association or the Committee shall, after so notifying the other, refer the matter to the American Arbitration Association within thirty (30) calendar days of receipt of the Level Three disposition.
 - b. Upon a demand for arbitration by the Association, the NEARI UniServe Director for the Association shall indicate the nature of the grievance by caption which will appear on the Committees' monthly agenda. The caption which describes the grievance will be subject to the approval of the Superintendent and the President of the Association.
 - c. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
 - d. As an alternative, the parties may choose to utilize the Labor Relations Connection. In that event, the arbitrator shall be selected by said Labor Relations Connection in accordance with its rules.
 - e. The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this Agreement.

- f. The Committee and the Association shall share equally the expense of arbitration.

E. General Provisions

1. The Association shall have the right to initiate a grievance or to appeal from the disposition of a grievance of any teacher or group of teachers at any step of this procedure, even if the aggrieved declines to proceed.
2. All arbitrators' awards shall be immediately implemented by both sides.
3. Except for preparation time, lunch time and class size, the Association shall not seek as a remedy (for any grievance initiated after the signing of this Agreement) monetary compensation for time for which the teacher is already being paid.

F. No Strike/No Lockout. In recognition of the acceptance by the parties of the use of arbitration to resolve all disputes arising during the term of this Agreement, the Association agrees that it will not cause, condone, sanction or take part in any strike, work stoppage, picketing or interference with the operation of the schools, and the Committee agrees that it will not lock out any employees during the term of this Agreement.

**ARTICLE 18
INSURANCE & OTHER BENEFITS**

A. Health Insurance. The Committee shall provide all members of the bargaining unit with health insurance coverage, subject to R.I.G.L. §28-7-49.

1. Preferred Provider Organization (PPO)
 - a. The Committee shall provide a PPO plan, which shall be the standard health insurance plan offered to members of the bargaining unit.
 - b. The PPO plan shall contain in and out of network benefits.
 - c. A summary of benefits for said PPO plan shall be appended hereto (Appendix B) and incorporated herein. Additionally a summary description of said PPO plan shall be available through the Human Resource Office
2. Open enrollment shall occur between September 1 and September 30 of each year.
3. Co-Share. The teachers shall pay a twenty percent (20%) co-share for their health insurance.
4. Co-Payments. The teachers shall be responsible for the following co-payments for medical services:
 - a. Prescriptions: Tier 1: \$10.00

Tier 2: \$50.00

Tier 3: \$75.00

Tier 4: \$200.00

- b. Services: Primary Care: \$15.00
Specialists: \$25.00
Urgent Care: \$50.00
Emergency Room: \$100.00
- c. Deductible: Teachers shall pay a Five Hundred Dollar (\$500.00) deductible per individual and One Thousand Dollar (\$1,000.00) per family.
- d. The Committee will allocate Thirty Thousand Dollars (\$30,000.00) each year to pay for the second half of the deductible payments (i.e. payments over Two Hundred and Fifty Dollars (\$250.00) for individual plans and Five Hundred Dollars (\$500.00) for family plans) incurred by members. The Union and the Committee will jointly agree on the mechanism for submissions of deductible payment claims and disbursements. Deductibles run from January to December.

B. Flexible Spending Account. The Committee shall provide the teachers with the ability to participate in the Flexible Spending Account (FSA). The Committee shall pay the administrative fee for employees who participate in the FSA. Additional information regarding the FSA shall be available through the Human Resource Office.

C. Dental. Subject to R.I.G.L. §28-7-49, the Committee shall provide each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this Agreement.

- 1. A summary of benefits for said dental plan shall be appended hereto (Appendix C) and incorporated herein.
- 2. Additionally, a summary description of said dental plan shall be available through the Human Resource Office.

D. Term Life Insurance. The Committee shall provide a term life insurance benefit for each teacher in the amount of Seventeen Thousand Five Hundred Dollars (\$17,500.00) at no cost to the employee. Upon retirement, the retiree will be able to maintain his/her life insurance through the Cumberland School Department at a premium equal to the system's premium for employed teachers.

E. Buy Back

1. Any teacher may elect, annually, to exchange his/her health plan for a payment of One Thousand Two Hundred Dollars (\$1,200.00). Said payment shall be made with the last pay period in June.
2. If both spouses are employed by the Cumberland School Department, the spouse not enrolled in health insurance with the District shall exchange his/her health plan for a payment of Six Hundred Dollars (\$600.00). Said payment shall be made with the last pay period in June.

F. Healthcare shall be prorated proportionate to the portion of the school year for which the teacher is being paid.

G. Anything herein to the contrary notwithstanding, no teacher otherwise qualified for coverage hereunder will be entitled to coverage unless he or she authorizes, in writing, the deduction of the co-share required hereby, which deduction shall thereupon be made in as nearly as may be equal installments from each periodic paycheck.

H. Necessary arrangements to enable employees to pay with pre-tax dollars will be made as long as it results in no additional expense to the Committee.

I. The Committee and the bargaining unit shall meet before the end of each school year to discuss the current year health costs and the projected health costs for the following school year.

**ARTICLE 19
TEACHERS' SALARIES**

A. Beginning in the first pay period of the 2016-2017 school year, the following salary schedule shall apply:

Step 1 – 42,519	Step 6 – 56,810
Step 2 – 45,343	Step 7 – 59,739
Step 3 – 47,757	Step 8 – 65,888
Step 4 – 50,512	Step 9 – 67,540
Step 5 – 53,882	Step 10 – 77,973

B. Teachers on Step 10 shall receive a one percent (1%) raise in the fourteenth pay period of the school year.

C. Teachers on Step 1 through 9 shall receive a two percent (2%) raise in the twentieth pay period of the school year.

D. In the 2017- 2018 school year, teachers shall receive the following:

1. Teachers on Step 10 shall receive a one percent (1%) raise in the first pay period of the school year and a one percent (1%) raise in the fourteenth pay period of the school year.

2. Teachers shall advance to the next step in the first payroll of the year. Teachers on Steps 1 through 9 shall receive a two percent (2%) raise in the fourteenth pay period of the school year.

E. Salary schedule for the life of the collective bargaining agreement are reflected in Appendix D.

F. Pursuant to Rhode Island General Law, a teacher who has taught one hundred and thirty-five (135) days in a given school year, on either a regular or a substitute basis, or a combination thereof, shall be given credit for a school year and placed on the next salary step if hired for the next school year. Included in this calculation shall be paid leave days during said school year.

G. Advanced Lanes. The Committee shall pay the following advanced lanes:

1. Master's Degree: \$2,500

2. CAGS: \$4,000

3. National Board Cert. \$4,500

4. Doctorate: \$5,000

5. Advanced lane payments shall be determined on degree or credits obtained by August 31. A new lane achieved after that date shall be given prorated payment beginning the pay date after February 1

6. Beginning in the 2016-2017 school year, new hires will not be eligible for advanced lane payments. Current bargaining unit members who do not submit evidence of an advanced lane eligible degree status by September 1, 2017 will not be eligible for advanced lane payment.

H. SCHOOL COUNSELORS. School Counselors shall follow the school calendar and, on an as needed basis, at the discretion of the building administrator or the Superintendent or his/her designee, work five (5) days before the start of school and five (5) days at the conclusion of the school year, or any combination thereof. School Counselors shall be compensated at their daily rate for the number of days worked before and after the school year. In no circumstance shall a School Counselor work more than five (5) days before and five (5) days after the school year. However, the number of days a School Counselor works shall be at the discretion of the building administrator or the Superintendent.

I. VERIFICATION OF ACCURACY OF PAYCHECK

1. Each teacher shall, within thirty (30) days of the receipt of the first paycheck, notify the Human Resource Office, in writing, of any errors in salary, step, lane advancement or any other incentive pay.
2. In the event that a teacher fails to notify the Human Resource Office of any errors as aforesaid, the teacher shall waive any right to retroactive salary, wages, or anything whatsoever resulting from his/her failure to provide timely notification.
3. Said waiver shall forever bar a claim for any and all monies resulting from such waiver.
4. In the event of notification of an error, the Human Resource Office shall work with the payroll office to correct the error in a timely manner.
5. A notice of this provision will be attached to the first payroll check for each employee.

**ARTICLE 20
DISTRICT CURRICULUM COMMITTEE**

This committee shall be made up on one (1) member from each grade level in Kindergarten through Grade 5 and one member from each content area at both the middle school and the high school. The District Curriculum Committee shall have approximately ten (10) meetings per year and each member shall be paid One Hundred Dollars (\$100.00) per meeting, provided said member attends the meeting. This hourly rate will be shared equally by the Committee and the Association, with each paying Fifty Dollars (\$50.00) per member.

**ARTICLE 21
PROFESSIONAL DEVELOPMENT**

- A. On an as-needed basis the Cumberland School Department will offer, sponsor, or fund courses, workshops, or training sessions in professional development.
- B. Teachers who participate in sessions, which are mandated by the Cumberland School Department or sponsored by the Cumberland School Department, that occur outside the hours or the school day or the official school calendar will be compensated for professional training at the rate of Thirty Two Dollars and Fifty Cents (\$32.50) per hour.
- C. Facilitators of these professional development programs shall receive fifty dollars (\$50.00) per hour.

ARTICLE 22
MENTORING

A. A mentoring program, approved by the Committee, shall be provided for all non-tenured teachers. Mentors shall be volunteer teachers who successfully apply and complete the training program. On an annual basis, mentors will provide evidence of professional development in the area of mentoring prior to the assignment of new mentees.

B. A committee, made up of the Superintendent or his/her designee, the Director of Human Resources and the Association President and Vice President, shall review the qualification of the mentor teacher, which shall include the following:

1. Educational background and certification;
2. Work experience (classroom and administrative);
3. Contributions made to the profession both within and outside of the district;
4. Past job performance as demonstrated by evaluations, references and other pertinent information;
5. Professional artifacts;
6. Evidence of teacher effectiveness as measured by student academic growth. This evidence may include, but not be limited to:
 - a. standardized test scores on state and local assessments;
 - b. examples of student work and other examples of student achievement in the academic area;
 - c. Content knowledge and demonstration of best instructional practice; and
 - d. Other relevant information.

C. Compensation for mentors will be a combination of a stipend of three hundred dollars (\$300.00) per year and an hourly professional development fee for each hour of training in the preparation of mentors.

D. When available mentor candidates will be matched with mentor teachers in the following areas: Pre-K; 3-5; 6, 7-8; and 9-12. Mentors at 7-12 will be matched by content areas.

E. Mentors are not part of the evaluation process. They will not provide nor be asked for evaluations of their teachers. Mentors are required to provide performance reviews to the teacher they mentor.

**ARTICLE 23
DURATION**

This agreement shall be effective for a term of two (2) years, beginning September 1, 2016 and expiring on August 31, 2018.

**ARTICLE 24
CONCLUSION**

A. In all cases, where this Agreement does not provide for the contrary, the regulations and practices relating to salaries, hours, and other conditions of employment in effect at the execution of this Agreement shall continue in full force and effect and shall not be modified during the effective dates of this Agreement without the specific written approval of all parties to this Agreement.

B. Past practices, now in existence, which deal with a subject matter which is not specifically addressed in this agreement, shall continue to apply as to both parties.

C. Where this Agreement provides terms and conditions for specific subject matter, said provisions shall supersede any past practices between the parties.

D. In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established ad competent jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

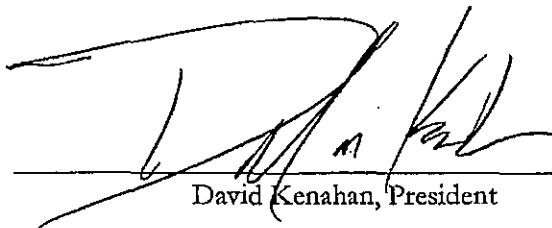
E. This Agreement shall not be altered, amended, modified or changed except in writing and signed by both the Committee and the Association. These writings shall be appended heretofore and become a part hereof.

F This Agreement supersedes, replaces and annuls all prior to existing contracts or agreements between the Committee and any individual or group with respect to wages, terms, hours, and conditions of employment of those individuals deemed to be covered pursuant to Article 1.

G. In the event of a breach or contemplated breach of any of the terms or provisions of this Agreement, either party shall have the right to institute and prosecute an action in a court of competent jurisdiction to secure an order or decree directing the specific performance hereof or enjoining such breach. Such equitable relief shall be in addition to any award of damages which would otherwise obtain.

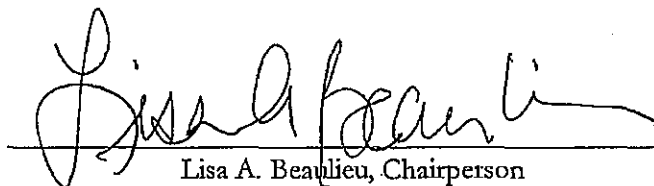
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 11 day of August, 2016

CUMBERLAND TEACHERS' ASSOCIATION



David Kenahan, President

CUMBERLAND SCHOOL COMMITTEE



Lisa A. Beaulieu, Chairperson

Appendix A
Performance-Seniority-Experience (PSE) Matrix

Final Effectiveness Rating	Points	Seniority (in Years)	Points	Relevant Experience	Points
Highly Effective	5	20 or more	4	Three (3) or more of the last five (5) years utilizing certification at same level (elementary/secondary)	4
Effective	3	11 to 19	3	Three (3) or more of the last five (5) years utilizing certification, but at a different level	3
Developing	2	6 to 10	2	Less than three (3) years of the last five (5) years utilizing certification at any level	2
Ineffective	1	0 to 5	1	No experience utilizing certification in last five (5) years, but with some previous experience	1

Appendix B
Summary of Benefits for Health Coverage



**Blue Cross
Blue Shield**

of Rhode Island **HealthMate Coast-to-Coast**

Coverage Period: 09/01/2016 - 06/30/2017

Coverage for: See below Plan Type: PPO

Summary of Benefits and Coverage: What this Plan Covers & What it Costs



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.BCBSRI.com or by calling 1-800-639-2227 or (401) 459-5000.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u>?	For In Network providers \$500 for an individual plan / \$1000 for a family plan. For Out-of-Network providers \$1000 for an individual plan / \$2000 for a family plan. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs and diagnostic testing.	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 3 for how much you pay for covered services after you meet the deductible .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 3 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. For In Network providers \$6350 for an individual plan / \$12700 for a family plan. For Out-of-Network providers \$6350 for an individual plan / \$12700 for a family plan.	The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u>?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 3 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com.

If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



Summary of Benefits and Coverage: What this Plan Covers & What it Costs

<p>Does this plan use a <u>network of providers?</u></p>	<p>Yes, this plan uses in-network providers. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of participating providers.</p>	<p>If you use an in-network doctor or other health care <u>provider</u>, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u>, or participating for <u>providers</u> in their <u>network</u>. See the chart starting on page 3 for how this plan pays different kinds of <u>providers</u>.</p>
<p>Do I need a referral to see a <u>specialist?</u></p>	<p>No. You don't need referral to see a specialist.</p>	<p>You can see the <u>specialist</u> you choose without permission from this plan.</p>
<p>Are there services this plan doesn't cover?</p>	<p>Yes.</p>	<p>Some of the services this plan doesn't cover are listed on page 7. See your policy or plan document for additional information about <u>excluded services</u>.</p>

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In Network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay per visit	20% coinsurance after deductible	_____none_____
	Specialist visit	\$25 copay per visit	20% coinsurance after deductible	_____none_____
	Other practitioner office visit	\$25 copay per visit	20% coinsurance after deductible	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge	20% coinsurance after deductible	For additional details, please see your plan documents or visit www.BCBSRI.com/providers/policies
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	20% coinsurance after deductible	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com .	Tier 1 generally low cost generic drugs	\$10 copay per prescription (retail) \$25 copay per prescription (mail-order)	Not Covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	\$50 copay per prescription (retail) \$125 copay per prescription (mail-order)	Not Covered	Preauthorization is required for certain drugs
	Tier 3 non-preferred brand name drugs	\$75 copay per prescription (retail) \$187.50 copay per prescription (mail-order)	Not Covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	\$200 copay per prescription (specialty pharmacy only)	50% coinsurance	Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Physician/surgeon fees	No Charge after deductible	20% coinsurance after deductible	_____none_____
If you need immediate medical attention	Emergency room services	\$100 copay per visit	\$100 copay per visit	Copay waived if admitted
	Emergency medical transportation	\$50 copay per trip	\$50 copay per trip	No Charge after deductible for Air/Water Ambulance

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Urgent care	\$50 copay per urgent care center visit	\$50 copay per urgent care center visit	Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge after deductible	20% coinsurance after deductible	45 day limit at an inpatient rehabilitation facility; Preauthorization is recommended
	Physician/surgeon fee	No Charge after deductible	20% coinsurance after deductible	—————none—————
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$25 copay/office visit No Charge after deductible for outpatient services	20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Mental/Behavioral health inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
	Substance use disorder outpatient services	\$25 copay/office visit No Charge after deductible for outpatient services	20% coinsurance after deductible/office visit 20% coinsurance after deductible for outpatient services	Preauthorization is recommended for certain services
	Substance use disorder inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
If you are pregnant	Prenatal and postnatal care	No Charge after deductible	20% coinsurance after deductible	—————none—————

Common Medical Event	Services You May Need	Your cost if you use an In Network Provider	Your cost if you use an Out-of-Network Provider	Limitations & Exceptions
	Delivery and all inpatient services	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
If you need help recovering or have other special health needs	Home health care	No Charge after deductible	20% coinsurance after deductible	_____none_____
	Rehabilitation services	20% coinsurance after deductible	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Physical and Occupational Therapy is limited to 30 visits; (combined for in and out of network). Speech Therapy is limited to 30 visits; Preauthorization is recommended for all visits.
	Habilitative services	20% coinsurance after deductible	20% coinsurance after deductible	Includes Physical, Occupational and Speech Therapy. Physical and Occupational Therapy is limited to 30 visits; (combined for in and out of network). Speech Therapy is limited to 30 visits; Preauthorization is recommended for all visits.
	Skilled nursing care	No Charge after deductible	20% coinsurance after deductible	Custodial care is not covered; Preauthorization is recommended
	Durable medical equipment	20% coinsurance after deductible	20% coinsurance after deductible	Preauthorization is recommended for certain services.
	Hospice service	No Charge after deductible	20% coinsurance after deductible	Preauthorization is recommended
If your child needs dental or eye care	Eye exam	\$25 copay	20% coinsurance after deductible	Limited to one routine eye exam per year.
	Glasses	Not Covered	Not Covered	_____none_____
	Dental check-up	Not Covered	Not Covered	_____none_____

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult)
- Dental check-up, child
- Glasses, child
- Long-term care
- Routine foot care unless to treat a systemic condition
- Weight loss programs

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Bariatric Surgery
- Chiropractic care
- Hearing aids
- Infertility treatment
- Most coverage provided outside the United States. Contact Customer Service for more information.
- Private-duty nursing
- Routine eye care (Adult)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051. You may also contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

Para obtener asistencia en Español, llame al 1-800-639-2227.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-639-2227.

如果需要中文的帮助, 请拨打这个号码 1-800-639-2227.

Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' 1-800-639-2227.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,970
- Patient pays \$570

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$500
Copays	\$40
Coinsurance	\$0
Limits or exclusions	\$30
Total	\$570

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,060
- Patient pays \$1,340

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$500
Copays	\$600
Coinsurance	\$200
Limits or exclusions	\$40
Total	\$1,340

These examples are based on coverage for an individual plan.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- ✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- ✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 or visit us at www.BCBSRI.com. If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 or TDD 1-888-252-5051 to request a copy.

Appendix C
Summary of Benefits for Dental Coverage

Understanding Your Plan Your Benefit Summary

CUMBERLAND SCHOOL DEPT -

Group Number: 1076-0002

Delta Dental PPOSMPlus Premier

Effective: 07/01/2016 - 06/30/2017

This is a summary of benefits. The information shown here is not a guarantee of payment. Refer to the Certificate of Coverage for the full plan terms. The Certificate includes any limitations or exclusions not seen here. For a complete listing of frequencies and limitations go to www.deltadentalri.com/content/exclusionsandlimitations. To be covered, services must be dentally necessary and appropriate as per our review guidelines.

- Conditions**
- Pre-treatment Estimate Recommended
 - Prior Authorization Required
 - Deductible Applies

- Provisions**
- Annual Maximum: \$1,200
 - Elective Orthodontic Lifetime Maximum: \$1,200
 - Maximum Lifetime Cap: Unlimited
 - Max Carry Over: \$250
 - Network Bonus: \$100
 - Carry Over Limit: \$1000
 - Individual Deductible: \$0
 - Family Deductible: \$0

Dependent Coverage - Dependent children are covered under these benefits up until the end of the year that they turn 19. Dependent children who are students over age 19 are covered as long as they stay in school or up until the end of the year that they turn age 23.

Procedure	Covered At	Frequency / Limitations
DIAGNOSTIC		
Oral exam	100%	Once per calendar year performed by a general dentist
Bitewing x-rays	100%	One set per calendar year
Complete x-ray series or panoramic film	100%	Once every 36 months
Single x-rays	100%	As required
PREVENTIVE		
Cleaning	100%	Twice per calendar year
Fluoride treatment	100%	For children under age 19 once per calendar year
Space maintainers	100%	Once every 60 months for lost deciduous (baby) teeth
RESTORATIVE		
Amalgam (silver) fillings	100%	Composite (white) fillings on front teeth only. For composite fillings on back teeth, the plan pays up to what would have been paid for an amalgam filling. Patient is responsible for the balance up to the dentist's charge.
Crowns over natural teeth, build ups, posts and cores	100%	Replacement limited to once every 60 months
Recementing crowns or bridges	100%	Once every 60 months
ENDODONTICS		
Root canal therapy on permanent teeth	100%	One procedure per tooth per lifetime. Vital pulpotomy and apicoectomies also covered once per tooth per lifetime.



- Pre-treatment Estimate Recommended
- Prior Authorization Required
- Deductible Applies

Beyond Benefits

When you visit us at deltadentalri.com, you can access a wealth of important dental health information and manage your plan by:

- Checking your benefits and claims
- Reviewing your deductibles and maximums
- Using our Find A Dentist tool to find a dentist in your area

Out-of-Network Coverage

You have the freedom to choose any dentist, but it is important to know that your out-of-pocket costs may be higher when you visit a dentist who does not participate in our network. Non-participating dentists have not agreed to accept the Delta Dental allowance as payment in full, so services from an out-of-network dentist may cost you more. You may also have to pay the dentist at the time of service and file a claim yourself. In Rhode Island, nine out of 10 dentists participate with us. To find a participating dentist near you, use our Find A Dentist tool at www.deltadentalri.com.

Procedure	Covered At	Frequency / Limitations
PERIODONTICS		
☐ Root planing and scaling	50%	Once per quadrant every 24 months
☐ Osseous (bone) surgery	50%	Once per quadrant every 36 months (bone grafts are not covered)
☐ Gingivectomies	50%	Once per site every 36 months
☐ Soft tissue grafts	50%	Once per site every 60 months
☐ Crown lengthening	50%	Once per site every 60 months
Periodontal maintenance following active therapy	50%	Two per year
PROSTHODONTICS		
☐ Bridges and crowns over implants	50%	Replacement limited to once every 60 months
☐ Partial and complete dentures	50%	Replacement limited to once every 60 months
Repairs to existing partial or complete dentures	100%	Once per calendar year
Rebasing or relining of partial or complete dentures	100%	Once every 60 months
EXTRACTIONS AND ORAL SURGERY		
Extractions and other routine oral surgery when not covered by a patient's medical plan	100%	
ORTHODONTICS		
☐ Elective braces and related services	50%	For dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.
OTHER SERVICES		
Palliative treatment (minor procedures necessary to relieve acute pain)	100%	Twice per calendar year
General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures	100%	

Note: This plan does not include a missing tooth clause. In addition, if covered, crowns, bridges, partials and complete dentures are paid when the permanent structure is inserted (seated) by the dentist. Member coverage must be active on the date that the permanent structure is inserted and payment is based on benefits available on that day — for example, if the member's annual maximum has been paid prior to the insertion of the permanent structure, the service will not be paid.

Time limits on services (e.g. 6, 12, 24, 36, or 60 months) are figured to the exact day. Services are then covered the following day. For example, when a service is covered once every 12 months, if the service was done on July 1, it will not be covered again until the following year on July 2 or after.

Appendix D
Salary Schedule

	2016-2017 Payroll 1	2016-2017 Payroll 14	2016-2017 Payroll 20	2017-2018 Payroll 1	2017-2018 Payroll 14
Step 1	42,519	42,519	43,369	43,369	44,237
Step 2	45,343	45,343	46,250	46,250	47,175
Step 3	47,757	47,757	48,712	48,712	49,686
Step 4	50,512	50,512	51,522	51,522	52,553
Step 5	53,882	53,882	54,960	54,960	56,059
Step 6	56,810	56,810	57,946	57,946	59,105
Step 7	59,739	59,739	60,934	60,934	62,152
Step 8	65,888	65,888	67,206	67,206	68,550
Step 9	67,540	67,540	68,891	68,891	70,269
Step 10	77,973	78,753	78,753	79,540	80,336