

***COLLECTIVE BARGAINING
AGREEMENT***

B E T W E E N

NEA PORTSMOUTH

and

PORTSMOUTH SCHOOL COMMITTEE

September 1, 2016 – August 31, 2019

2016-2019 CONTRACT
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The following represents the full and final agreement between the parties. Any prior proposals between the parties not reflected herein are null and void and will not be used for any purpose.

ARTICLE I: RECOGNITION

1. The Portsmouth School Committee (hereinafter called the School Committee) recognizes NEA Portsmouth as the sole and exclusive representative of a unit consisting of all certified teaching personnel in accordance to and within the authority and limits established by Title 28 of the General Laws of Rhode Island as amended.
2. NEA Portsmouth agrees to represent equally all personnel in the negotiating unit without regard to membership or participation in the activities of NEA Portsmouth or any other employee organization, and to continue to admit teachers to membership without qualification, other than payment of dues and employment, in the Portsmouth School Department.
3. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by NEA Portsmouth in the negotiating unit as above defined, and references to teacher shall include male and female teachers.

ARTICLE II: CONTRACTS

Section A Group Contract

All certified teachers regularly employed in the Portsmouth Schools shall be included under the terms of this Agreement.

Section B Individual Contracts

1. An initial contract shall be given to each teacher upon appointment to the professional staff of the Portsmouth School Department.
2. This contract shall state the salary step and beginning date of service.
3. All teachers will receive their proposed class assignments prior to the end of the preceding school year.

ARTICLE III: GRIEVANCE PROCEDURE

Section A Definition

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. An "aggrieved teacher" is the teacher or teachers making the claim.

3. A "party in interest" is the teacher or teachers making the claim, any person who might be required to take action or against whom any action might be taken in order to resolve the claim, and NEA Portsmouth.

Section B Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of the teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the appropriate member of the administration at Level One, and having the grievance adjusted at Level One without intervention of NEA Portsmouth, provided the adjustment is not inconsistent with the terms of this Agreement.

Section C Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed which might not be finally resolved at Level Four under the limits set forth herein by the end of the school year which could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

1. Level One
 - a. A teacher with a grievance will first discuss it with the immediate superior, either directly or through an NEA Portsmouth representative, with the objective of resolving the matter informally.
 - b. If the grievance at Level One was handled through a superior other than the aggrieved teacher's principal, and the grievance was unresolved after five (5) school days from its date of initiation in the procedure, the matter would be forwarded to the principal by either the teacher, an NEA Portsmouth representative, or the person with whom the grievance was originally filed in writing, including the initial and terminating dates. The objective here still is concerned with the informal resolving of the problem.
 - c. Each grievance shall have to be initiated at Level One within twenty-five (25) school days of the occurrence of the cause for complaint or if neither the aggrieved nor NEA Portsmouth had knowledge of such occurrence at the time

of its happening, then within twenty-five (25) school days of the first such knowledge by either the aggrieved or NEA Portsmouth.

2. Level Two

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after its presentation to the building principal, the teacher may file the grievance in writing with NEA Portsmouth through an NEA Portsmouth representative ten (10) school days after its initiation at Level One. Within five (5) school days after receiving the written grievance, NEA Portsmouth shall refer it to the Superintendent.
- b. The Superintendent will meet with the aggrieved teacher and NEA Portsmouth within five (5) school days after receipt of the written grievance in an effort to resolve it.
- c. If a teacher fails to file a written grievance for processing at Level Two within thirty (30) school days of first having notified the superior at Level One, then the grievance will be considered as waived.

3. Level Three

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance after having it referred to the Superintendent, or if no decision has been rendered within five (5) school days after referral to the Superintendent, NEA Portsmouth may request and receive a special School Committee hearing.
- b. This meeting will take place within five (5) school days of the request and should provide information pursuant to recommendations concerning the grievance.
- c. It will be the policy of the School Committee to schedule grievance hearings prior to the beginning of the School Committee meeting.

4. Level Four

- a. If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the School Committee hearing, then the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association or the Labor Arbitration Rules of the Labor Relations Connection which will act as the administrator of the proceedings.

- b. Notice of intention to request submission to arbitration must be in writing addressed to the Superintendent of Schools not later than ten (10) school days following the decision of the School Committee, or lack thereof, whichever shall first occur. A copy of such notice of intention to submit to arbitration shall be sent to the Superintendent by certified mail, return receipt requested.

Section D Rights of Teachers to Representation

1. No reprisals of any kind will be taken by the School Committee or by any member of the Administration against any party in interest, or any School Representative, any member of NEA Portsmouth, or any other participant in the grievance procedure by any reason of such participation.
2. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing. When a teacher is not represented by NEA Portsmouth, NEA Portsmouth shall have the right to be present and state its views at all stages of the grievance procedure. If the grievant is represented by someone other than NEA Portsmouth, NEA Portsmouth shall not be liable for any expenses incurred by the grievant.

Section E Miscellaneous

1. If, in the judgment of NEA Portsmouth, a grievance affects a group or class of teachers, NEA Portsmouth may submit such grievance in writing to the appropriate Principal(s) or the Superintendent directly, and the processing of such grievance will commence at the appropriate level. NEA Portsmouth may process such a grievance through all levels of the grievance procedure on the basis of its relevance to the whole group as an issue to be resolved for the general welfare.
2. Decision rendered at Levels One, Two, and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to NEA Portsmouth.
3. All documents, communications, and records dealing with the processing of a grievance shall be filed separately by NEA Portsmouth and by the Superintendent in the personnel files of the participants.
4. The School Committee agrees to make available to any grievant and/or the grievant's representative all information not privileged under law in its possession or control and which is relevant to the issue raised in the grievance.

ARTICLE IV: SALARY SCHEDULE

Section A Basic Salary Scale

Step	2016-2017	2017-2018	2018-2019
1	42,767	43,836	44,274
2	44,922	46,045	46,505
3	47,624	48,815	49,303
4	49,692	50,934	51,443
5	52,749	54,068	54,609
6	55,822	57,218	57,790
7	58,717	60,185	60,787
8	61,790	63,335	63,968
9	67,800	69,495	70,190
10	72,495	74,307	75,050
11	78,568	80,532	81,337

16/17 2.5%

17/18 2.5%

18/19 1%

Section B Advanced Increment Schedule

BA + 36	\$ 1,775
Masters	\$ 2,625
Masters +30	\$ 3,050
CAGS	\$ 3,250
Doctorate	\$ 4,150
<hr/>	
National Board Cert.	\$ 4,300

1. Any teacher starting work after September 1, 1990, shall not be entitled to the BA+36 stipend, but those teachers who began employment before September 1, 1990, and achieved the BA+36 shall be granted that stipend. Any teacher who has completed Masters +30 by September 1, 2016, shall continue to receive Masters + 30, but no other teacher shall be eligible to receive Masters + 30.
2. Teachers requesting full payment of Masters, etc., must make application and present credentials to the Superintendent of Schools by October 1st of the year they request payment. Teachers completing course requirements for Masters, etc., by January of the school year, may receive half (1/2) payment if application is made by October 1st and credentials presented by February 15th.
3. An allowance in addition to salary and other supplements shall be paid to a teacher having a National Board Certification. Teachers requesting payment must submit a letter of intent to the Superintendent of Schools by March 1st of the year

prior to the year they intend to request payment and submit their credential upon receipt. A one-time bonus of \$2500 shall be awarded to a newly National Board Certified Teacher.

Section C Longevity Schedule

An allowance in addition to salary and other supplements shall be paid to a teacher having years of teaching in the Portsmouth School System in accordance with the following:

Twenty Years	\$1500
Twenty-five Years	\$2000
Thirty Years	\$3000

Section D Pay Periods

1. Teachers shall have a choice of two payment options with the choice made prior to the start of the school year. The choices are as follows:
 - a. Salary paid in twenty-one (21) equal installments over the course of the school year; or
 - b. Salary divided into twenty-six (26) equal installments and paid in twenty-one (21) installments during the year with the final five (5) installments paid in a balloon payment at the end of the school year.

The first pay day shall be either on the last Friday in August or the first Friday in September, coinciding with the regular payroll schedule.

2. All teachers will have their checks automatically deposited into a checking or savings account of their choice.

ARTICLE V: COMPENSATION FOR EXTRACURRICULAR ACTIVITIES AND ABOVE-BASIC SALARY PAYMENTS

Section A Hourly Rate

1. Hourly rate scale is \$40.00
2. Teachers of the home bound, teachers of summer school, teachers in ESY (extended school year), teachers employed on curriculum development, and teachers requested to perform other duties shall be compensated at the hourly rate according to the above scale.
3. All meetings called by the administration which are held after the school day, workshops, etc., will be advertised in one of the following ways:
 - a. voluntary and compensated; or
 - b. voluntary and not compensated

When advertised as compensated, compensation shall be at the Hourly Rate. Should nothing be posted on the meeting announcement, then that meeting will be compensated at the Hourly Rate. The decision to make meetings compensated or uncompensated shall lie with the administration. In addition, the decision to post a meeting as compensated or uncompensated shall not establish a practice for that type of meeting.

The following voluntary meetings are always compensated at the Hourly Rate: Beyond school hours ET (Evaluation Team), RTI, IEP and/or 504 Meetings and Faculty Staff Advisory Committees.

Note: Each Faculty Advisory Committee member, not otherwise compensated for serving on the Faculty Advisory Committee, will be paid an annual stipend. Stipends will be calculated on an annual basis. This will be accomplished by mutual agreement of the Superintendent and NEA Portsmouth. The stipend is based on the following formula:

Two hundred and eighty (280) hours at the Hourly Rate divided by the total number of system-wide participants serving on the Faculty Staff Advisory Committees [not counting those Faculty Advisory members otherwise compensated serving on the Faculty Advisory Committees].

4. Teachers may be asked during periods when schools are not in session to perform duties related to the opening, closing, and operating of schools. Such duties are voluntary and may include, but are not limited to, pupil assessment, scheduling, record review, instructional planning, curriculum material and text selection, etc. Teachers shall be compensated at the hourly rate according to the above scale.
5. Unless full-time home teachers are hired for the purpose of teaching convalescent children, teachers from the regular staff shall be hired as home teachers whenever contingencies may arise. Home teachers shall be compensated at the hourly rate according to the above scale.
6. When a part-time staff member agrees to voluntarily cover a class or classes, the part-time staff member will be compensated at the existing contractual pro-rated Hourly Rate (Article V, Section A) per class covered.

Section B Work with Student Teachers

Critic Teachers shall be recommended, with the teacher's approval by their Principal to the Superintendent. The Superintendent upon review will submit teacher's names to cooperating colleges. The cooperating teachers shall receive whatever compensation the cooperating college commits itself to pay.

Section C Department Heads, House Leaders, and Coordinators

1. All Department Heads, House Leaders, and Coordinators can be required to teach a fourth (4th) class (80 percent) with additional compensation as delineated in Section D of this article. High School Department Heads may not be assigned more than three (3) class preparations (three [3] distinct groups as to grade level and subject content). For the purpose of determining department size, the count shall include the Department Head, House Leader, and Coordinators
2. All House Leaders and Coordinators shall have a teaching load not to exceed 60% of the normal teaching requirements unless deemed necessary by the Superintendent with additional compensation in accordance with section D.
3. All Department Heads, House Leaders, and Coordinators shall have a work year of one hundred ninety (190) days or that which is posted in the notice describing the vacancy. Any position requiring a work year of over two hundred (200) days must be mutually agreed to by NEA Portsmouth and the School Committee. Compensation for days beyond the one hundred ninety (190) will be in accordance with the provisions of Section D of this article.
4. Department Heads, House Leaders, and Coordinator shall be posted, appointed, and evaluated annually.
5. The Portsmouth School Committee will seek input from NEA Portsmouth regarding job descriptions for promotional positions.

Section D Compensation for Department Heads, House Leaders, and Coordinators.

1. Compensation paid to Department Heads, House Leaders, and Coordinators shall be based on the number of teachers in the department including the supervisor. In addition, this compensation shall be considered payment for a teaching load not to exceed sixty (60) percent of the normal teaching requirements and a one hundred ninety (190) day work year. Compensation paid shall be in normal step increments of one year intervals as follows:

Department Size

	<u>1-4</u>	<u>5-7</u>	<u>8 or more</u>
Step 1	\$1,500.00	\$ 2,500.00	\$ 3,500.00
Step 2	\$2,000.00	\$3,000.00	\$4,000.00
Step 3	\$2,500.00	\$ 3,500.00	\$ 4,500.00

2. Department Heads, Coordinators, and House Leaders who are either required or voluntarily assigned to teach a fourth class shall be compensated additionally as follows:

Department Size

<u>1-4</u>	<u>5-7</u>	<u>8 or more</u>
\$1,000.00	\$1,500.00	\$2,000.00

3. Department Heads, House Leaders, and Coordinators who are either required or requested to work beyond the basic one hundred ninety (190) day work year shall be compensated at the rate of two hundred fifty dollars (250) per day for each additional day of work.

ARTICLE VI: FRINGE BENEFITS

Section A Health Care and Prescription Drug Insurance

1. The Portsmouth School Department shall provide health insurance which includes prescription drug coverage. The health insurance shall have the following key benefit components:

Benefit Component	2016-2017	2017-2018	2018-2019
<u>Office Visits</u>			
PCP	\$15	\$15	\$15
Specialist	\$25	\$25	\$25
Allergy/Derm	\$25	\$25	\$25
Vision	\$25	\$25	\$25
Chiro	\$25	\$25	\$25
Urgent Care	\$50	\$50	\$50
In Network Coinsurance	100%/0%	100%/0%	100%/0%
In Network Deductible (Ind/Fam)	\$500/\$1,000	\$1,000/\$2,000	\$1,000/\$2,000
In Network OOP Max (Ind/Fam)	\$6,350/\$12,700	\$6,350/\$12,700	\$6,350/\$12,700
ER Copay	\$100	\$100	\$100
RX Pharmacy	\$7/\$30/\$50/\$50 2.5x Mail Order	\$7/\$30/\$50/\$50 2.5x Mail Order	\$7/\$30/\$50/\$50 2.5x Mail Order
MHCD Copays	\$25 Ind/\$25 Group	\$25 Ind/\$25 Group	\$25 Ind/\$25 Group
Out of Network Coinsurance	80%/20%	80%/20%	80%/20%
Out of Network Deductible (Ind/Fam)	\$1,000/\$2,000	\$2,000/\$4,000	\$2,000/\$4,000
Out of Network OOP Max (Ind/Fam)	\$6,350/\$12,700	\$6,350/\$12,700	\$6,350/\$12,700
Health Matters Wellness Program	Yes	Yes	Yes

2. Except for those teachers that have their employment terminated for any reason during the school year, the health insurance coverage period shall run from 9/1 to 8/31. Teachers that have their employment terminated during the school year will have their health insurance end on their termination date, subject to any extension

available under COBRA. Health insurance coverage will be offered to teachers during the annual open enrollment period. Any teacher that declines coverage during the annual open enrollment period will not be eligible to participate in the health plan during that plan year. The exception will be if the teacher experiences a qualifying event during the year.

3. During the term of this collective bargaining agreement, the NEA Portsmouth health insurance co-share amount shall be as follows:

2016-2017: twenty-percent (20%) co-share for both a single plan with a \$500 deductible and a family plan with a \$1,000 deductible.

2017-2018: twenty-percent (20%) co-share for both a single plan with a \$1,000 deductible and a family plan with a \$2,000 deductible.

2018-2019; twenty-percent (20%) co-share for both a single plan with a \$1,000 deductible and a family plan with a \$2,000 deductible.

4. The description of the health insurance and prescription drug benefit provided for the 2016-2017 school year is included in Appendix A to the Agreement.

Health Insurance Buyback

5. Any employee may elect to receive a cash payment in lieu of the above health insurance benefit, provided that said employee notifies the Superintendent prior to September 1st of the year in which he/she intends to use this option. The following cash payments will apply and will be made by June 30th of the same school year:

Employees Eligible for Family Plan	\$1,000
Employees Eligible for Individual Plan	\$500

- a. Employees resigning from the system or reentering the Plans will receive a prorated payment.
- b. Any teacher enrolled in the Portsmouth School Department health insurance plan as the spouse or dependent of another district employee shall not be eligible for the health insurance buyback.

Dental Coverage

6. The Portsmouth School Department shall provide individual or family dental insurance to eligible employees. Eligible employees will pay the following co-shares:

2016-2019: twenty-percent (20%) co-share

Section B Tax Sheltered Annuities

Optionally, teachers shall have monies deducted from their salaries for the purpose of maintaining tax-sheltered annuities. This would be done by the Payroll Department on a pre-tax basis in accordance with Internal Revenue and Rhode Island Division of Taxation rules and regulations.

Section C Graduate Study

1. For all courses taken beyond the Masters level from an accredited college or university (or the credit equivalent for teachers certified under the pre-1987 Rhode Island Department of Education certification requirements), any teacher shall be allotted a maximum reimbursement per year of \$650.
2. Awarded allotment must be realized when the following have been actuated:
 - a. Course must be taken in correspondence with the fiscal year, July 1st to June 30th.
 - b. Teachers earning credit during the summer shall be reimbursed in September, only if they continue in the employ of this school system.
 - c. Teachers earning credit during the fall shall be reimbursed within forty-five (45) days of submission of evidence of satisfactory completion of such courses to the Superintendent.
 - d. All courses must be approved in advance by the Superintendent.
 - e. Reimbursement must be requested within thirty (30) days from the date of course completion.
3. Graduate Study stipend will not be denied on the basis of lack of funds.
4. Right of Appeal to the School Committee concerning adverse decisions is granted.
5. Exception: Any teacher who delays attainment of a regular degree in order to pursue course work which benefits the school system may request a graduate study stipend if the Superintendent has given prior approval.

Section D Part-Time Teachers

1. Teachers hired on a part-time basis, shall receive pro-rated benefits. Teachers receiving pro-rated benefits may pay the difference and receive full benefits. Any part time teacher choosing health and prescription coverage and/or dental coverage shall pay an increased co-share amount equal to the difference between

the equivalent premium paid by the School Department for a full time teacher and the pro-rated premium paid by the School Department based on the part time teacher's full time equivalency.

ARTICLE VII: TEACHER PROTECTION

Section A Worker's Compensation

The School Committee shall provide Worker's Compensation for all Certified Staff.

Section B Transfer of Tenure

Teachers who have attained tenure in other Rhode Island communities shall be placed on tenure in Portsmouth in accordance with §16-13-8.

Section C Legal Counsel

If criminal or civil proceedings are brought against a teacher in connection with the teacher's employment, the School Committee will furnish legal counsel to defend the teacher in such proceedings, if the proceedings are brought while the teacher is engaged in lawful teaching responsibilities.

Section D Academic Freedom

The School Committee and NEA Portsmouth agree that adequate freedom is essential to the fulfillment of the Portsmouth School Department, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Methods of instruction should be determined by the needs of children as established by the teacher, with the Principal and the Superintendent involved. Teachers who feel their right to academic freedom has been infringed upon will have access to the grievance procedure.

ARTICLE VIII: LEAVE POLICY

Section A Sick Leave

1. Twelve (12) days for the first year of service and fifteen (15) days each for the second and third years and thereafter twenty (20) days for each year of completed service at full pay shall be granted annually to each regularly appointed teacher. Days of sick leave shall be cumulative to one hundred and seventy (170) work days.
2. Five (5) individual sick days per year may be used as Family Sick Leave at the option of the bargaining unit member for the purposes of caring for sick family members. These are not additional sick days but simply allotted sick time that may be converted to family use. Family sick days may not be carried over from

year to year, meaning that a maximum of five sick days per year may be taken for family sick use.

3. A teacher leaving before the end of a school year who has used up all her/his sick leave shall have her/his days of sick leave pro-rated and any time over the teacher's allotment subtracted from the last paycheck. This will apply for the teacher's first three (3) years of service.
4. If a teacher is absent for three (3) or more consecutive days under sick leave, the Superintendent may request of that teacher a health certificate from the personal physician of the teacher.
5. Upon request by the Administration, the teacher will submit to an examination by a physician selected and paid for by the Administration.
6. A teacher not serving a full day because of illness shall have the absence counted as a day of sick leave. Leaving prior to one half (1/2) of the school day shall be considered a full absence, but leaving after one half (1/2) of the school day shall be considered a half day of sick leave.
7. A teacher who becomes pregnant will notify the Superintendent as soon as possible. The date the teacher is to leave on disability and the date of return will be determined by the teacher and the teacher's personal doctor. Such a leave request shall include a letter from the teacher's personal doctor verifying the expected length of disability. However, the Superintendent will be given advance notice by the teacher. The teacher may elect either or both of the following two (2) options:
 - a. Continued employment status as in a typical disability for which sick leave accumulation applies so that the teacher continues all fringe benefits. The teacher and the teacher's personal doctor will determine the length of disability; however, the teacher will inform the Superintendent as soon as possible of the expected date of release from disability.
 - b. A leave of absence for a maximum of one (1) year without pay to begin after the period of disability. Whenever possible the teacher will return to work at the beginning of the school year. The teacher would be allowed to maintain at the teacher's own expense any fringe benefit coverages under this contract.
 - c. Beginning on the date of the physical placement for adoption, a teacher who plans to adopt shall be eligible for all of Letter b above.
8. Quarantine absences shall not be deducted from sick leave and there shall likewise be no loss of salary. It is agreed to accept the legal definition of "Quarantine" that has been received and signed by the Director of Rhode Island Department of Health concerning quarantine absences.

9. In the event of in-service death, said teacher's designated beneficiary, or in the absence of a designated beneficiary, the teacher's estate shall be reimbursed for all unused days of sick leave to a maximum of one hundred twenty (120) days.

Section B Sick Leave Bank

The School Committee, in cooperation with NEA Portsmouth, shall maintain a Sick Leave Bank. The NEA Portsmouth shall administer the Sick Leave Bank and establish rules for the implementation of the Bank. A copy of these rules shall be on file in the Human Resources Office, as well as in each building by request of each building representative. By November 1st of each year, NEA Portsmouth shall provide to the Human Resources Office the names of participating members. NEA Portsmouth will also update the Human Resources Office of subsequent charges against the Bank. NEA Portsmouth takes full responsibility for the management and application of this Sick Leave Bank.

Guidelines

1. The term day in the following guidelines refers to the teacher's actual work day. For full-time teachers the day is a full work day. For part-time teachers the day is the length of their work day.
2. Any teacher who is employed at least .5 or more and who is at least a third year teacher shall participate in the Sick Leave Bank. A teacher shall deposit two (2) days upon her/his first year of participation, all other participating teachers shall at a minimum deposit one (1) day or at a maximum deposit three (3) days every year thereafter. A teacher may elect to **not** participate in the Bank by notifying NEA Portsmouth in writing by October 15th of the year in which s/he is first eligible for the Sick Leave Bank.
3. If the number of days in the bank on falls below 200, an automatic deduction of one (1) day shall be made from all participants in the Bank. If a participant does not have a sick day to contribute during the current school year, the sick leave day will be contributed at the beginning of the next school year without any lapse in Sick Leave Bank eligibility. If the number of days in the bank on November 1 exceeds 900, no deductions shall be required from any participants in the Bank.
4. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership. A teacher who has elected not to participate in the Sick Leave Bank as a third year teacher may never join the Sick Leave Bank.
5. The intent of the Bank is to provide additional financial protection for those teachers who have exhausted their accumulated sick leave and who incur a period

of personal illness or hospitalization, as verified in writing by a physician. The Sick Leave Bank shall be applicable only to teacher (not family) illness or accident, and shall not be applicable to any teacher during any unpaid leave of absence, sabbatical leave, or parental leave as per the agreement between the Portsmouth School Committee and NEA Portsmouth. It remains the intent of both parties to strive to retain good attendance in the District. It is not the purpose of this Bank to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness. In addition, an eligible third through fourth year teacher may utilize Bank days for the maximum listed below: Third year teachers: Maximum of thirty (30) days. Fourth year teachers: Maximum of sixty (60) days. Once this maximum usage in a school year is reached, a teacher must return to employment in a position (full or part-time) approved by the Administration for a period of two (2) consecutive school years with absences not exceeding allowable benefit levels before becoming eligible for use of the Bank again. An eligible fifth year and beyond teacher may utilize Bank days for a maximum of one hundred twenty (120) school days or two (2) consecutive school years, whichever occurs first. Once this maximum usage is reached, a teacher must return to employment in a position (full or part-time) approved by the Administration for a period of two (2) consecutive school years with absences not exceeding allowable benefit levels before becoming eligible for use of the Bank again.

6. Authorized withdrawals by participating teachers from the Sick Leave Bank shall be made only upon approval of the majority members of the Sick Leave Bank Committee, and their decision shall be final. The teacher may apply for Sick Bank Leave prior to exhausting all accumulated sick days. The teacher must first submit to the Sick Leave Bank Committee a doctor's certificate of illness (certifying inability to work and that the situation is a prolonged illness or hospitalization), and fill out the NEA Portsmouth application to use the Sick Leave Bank. The teacher must use all accumulated sick time prior to withdrawing approved Sick Leave Bank days. Recurring absences due to the same illness or disability indicated by a doctor's written verification do not have to be consecutive. Each withdrawal may not be less than five (5) school days. The Sick Leave Bank Committee may consider an additional request in the event of a catastrophic illness.
7. The Sick Bank Committee which shall act in all matters that concern the policies and decisions of the Sick Leave Bank. NEA Portsmouth shall appoint the members of the Sick Leave Bank committee, shall write its own regulations of operation covering procedures to review all requests and make such regulations available to all members of the Bank, Administration and School Committee. If such regulations violate school policies and/or are not practical to carry out, as determined by the Business Office, such regulations will have to be changed by the Committee.

8. A representative of the Sick Bank Committee shall compile and submit a list of those teachers who elect to not participate in the bank to Human Resources no later than November 1st each year. They shall also report the specifics of any withdrawals to the Human Resources Office prior to the end of each school year and shall prepare and present such other reports and information that the Human Resources Office may require from time to time.
9. Nothing herein shall limit management's right to monitor and/or contest the use of extended sick leave.
10. Any dispute which arises as to the administration of this section will not be subject to the grievance process.
11. Any member who is absent for illness or injury due to a work-related accident (which is compensable under the Rhode Island Workers' Compensation act) may not avail her/himself of any benefits of the Bank.
12. In June of each year, the Human Resources Department will provide NEA Portsmouth with an accounting of the number of days in the Sick Leave Bank and the number of days utilized from the Bank.

Section C Sabbatical Leave

A sabbatical leave, not-to-exceed one (1) year, may be granted by the School Committee upon recommendation of the Superintendent for any professionally certified employee after each seven (7) years of consecutive service in the Portsmouth School System. Any sabbatical granted by the School Committee prior to this contract that may have differed from this standard shall not be used to constitute a past practice. The following conditions shall prevail:

1. Requests for sabbatical leave must be submitted in writing to the Superintendent of Schools by February 1st, preceding the school year for which leave is requested.
2. A teacher must be enrolled full time in an accredited college or university and be engaged in a formal program leading to an advanced degree in a type of specialization which is beneficial to the school system. Full Time shall be defined as a course load resulting in a minimum of twelve (12) graduate credits.
3. The degree requirements must be completed during the period of sabbatical leave if the program is for work toward either a Master's Degree or a Certificate of Advanced Graduate Specialization.
4. A teacher shall be compensated at one-half (1/2) the amount of the teacher's annual salary.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which the teacher would have achieved had the teacher remained actively employed in the system during the period of absence.
6. A teacher granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. If the total remission of service is not made by the teacher, the teacher shall agree, by signing a promissory note before being granted the leave, to remit to the School Committee the monetary amount equal to the time not served.

Section D Personal Leave

1. Two (2) days per year will be allowed a teacher for the purpose of transacting personal business, which a teacher cannot conduct at any other time such as after school hours, weekends, and vacation periods. This leave shall not be granted prior to or immediately following vacations or holidays.
2. At the end of each school year unused personal days will be converted into sick leave days. A teacher may elect to carry over one (1) personal day to the next school year with a maximum number of available personal days not to exceed three (3). Teachers electing to carry over a personal day must notify the Human Resources Office in writing by June 30th of the current school year.
3. In an emergency, not related to travel plans (delays, cancellations, etc.), the Superintendent may grant personal leave prior to or immediately following vacations or holidays. No consideration will be given if it is determined by the Superintendent that the reason for the request is to directly or indirectly extend a vacation or holiday period.
4. Notification of such leave shall be given as far in advance as possible to the building principal who shall forward notification to Superintendent. Such days shall not be charged as sick leave.
5. In cases of extreme emergency, when prior notice is not possible, notification of emergency leave may be phoned in to the building principal.
6. A teacher who finds it necessary to take such leave will follow the appropriate procedures for notification of the building principal as far in advance as possible prior to taking the leave, or in case of emergency, immediately upon return to school following such leave. The administration will notify and consult with NEA Portsmouth regarding any changes in notification procedures.
7. Any teacher requesting the use of consecutive personal days must state the reason and must have prior written permission of the Superintendent. Such permission shall not be unreasonably denied.

Section E Professional Leave

1. At the discretion of the Principal and the Superintendent, days may be granted to a teacher to attend meetings such as conferences, seminars, conventions, or other schools for the purpose of broadening the teacher's educational background and enriching the educational environment of Portsmouth Schools.
2. Requests for such leave must be submitted in writing through the office of the building principal to the Superintendent.

Section F Military Leave

A teacher who is a member of a reserve component of the Armed Forces may be granted a leave of absence under the following conditions:

1. The length of the leave of absence for limited training will not exceed standards established by Federal or State regulations for training activities required for maintaining standing in a reserve component of the Armed Forces.
2. Compensation will be for up to a maximum of ten (10) school days in any one school year, on the basis of the difference between the teacher's military pay and the teacher's school pay. The teacher's salary will be paid for the period of leave when official military pay vouchers are submitted by the teacher and the amount due can be computed.
3. The obligation under this article is limited to days of training which must be served by the teacher on days when schools are in session. The teacher must present satisfactory evidence that the teacher's military obligation cannot be satisfied in full or in part, on days when schools are not in session.

Section G Bereavement Leave

1. A teacher shall be allowed ten (10) days of leave because of the death of a spouse/significant other, child, or step-child with no loss of pay. A teacher shall be allowed five (5) days of leave because of the death of any close relative: father, mother, step-mother, step-father, grandmother, grandfather, grandchild, sister, brother, father-in-law, mother-in-law, or legal guardian with no loss of pay.

Any extraordinary cases shall be reviewed by the Superintendent for a decision as to approval.

2. In the case of the death of a close friend, uncle, aunt, cousin, niece, or nephew, a teacher will be allowed the day of the funeral with no loss in pay.

Section H Jury Duty

When a teacher is drawn for jury service, the teacher shall receive differential pay for the duration of service as a juror. This pay shall be the difference between the amount of money normally paid to the teacher for each day of teaching and that amount of money paid for jury duty.

Section I General Leave

1. NEA Portsmouth and the School Committee recognize that leaves of absences without pay are necessary and are often in the best interest of the school system and/or employee. However, General Leaves shall not be granted to take employment elsewhere. Any General Leave granted by the School Committee prior to this contract that may differ from this statement shall not be used to constitute a past practice.
2. Reasons that may result in the granting of leaves of absence without pay may include, but are not limited to:
 - a. Personal hardship
 - b. Professional growth
 - c. Employee long term illness.
3. Each request for a leave must be submitted to the Superintendent. The Superintendent will forward this application to the School Committee for its action. The application for General Leave must be received by June 1st of the prior school year, except in extraordinary circumstances.

Section J Notice of Intent to Return

A teacher on any type of leave status for a year or more must inform the Superintendent of her/his intent to return to her/his original position, in writing, by February 1st of the prior school year. This notification must be separate and apart from the teacher's original letter requesting the leave.

Section K Job Reduction

1. A teacher who voluntarily wants to reduce his/her teaching position must notify the Superintendent in writing no later than January 31st of the preceding school year. The request must be done on a yearly basis.
2. Approval of Job Reductions is at the discretion of the Superintendent on a yearly basis.
3. The remaining part-time position of a Job Reduction, if filled, must go through the Job Assignment Process. The part-time position goes to the Job Assignment Process with the understanding that the position is a temporary one (1) year position.

4. The teacher going on a Job Reduction comes back to the same complete position s/he left, unless s/he was notified that the position or parts of the position will no longer exist. A teacher so notified becomes a displaced teacher.
5. When the teacher on a Job Reduction status goes back to his/her full-time position, the teacher who filled the temporary position, if it was filled, will be either displaced or laid off according to Article IX Section I.

ARTICLE IX: CONDITIONS OF EMPLOYMENT

Section A Class Size

The following is a listing of grades and the maximum number of students allowed per class:

<u>Grade</u>	<u>Maximum No. of Students</u>	<u>Grade</u>	<u>Maximum No. of Students</u>
K	22	6	25
1	23	7	25
2	23	8	25
3	25	9	26
4	25	10	26
5	25	11	26
		12	26

Exceptions

1. With the exception of circumstances described herein classes in Grades 9-12 shall not exceed 26 students. Physical Education/Health classes and Band/Chorus will remain at 20% over twenty-five (25) students as acceptable, if unavoidable. When mutually agreeable, between the NEA Portsmouth and the Administration, class size for Band/Chorus shall exceed the enrollment limitations specified herein. The class enrollment of teachers in Grades 6-12 shall not-exceed one hundred twenty-five (125).
2. The exception above for Physical Education/Health and Band classes will also pertain to Grades 6 through 8.
3. In Grades 3-12, in the event of student registrations on or after October 1st said class-size maximum may be increased by one (1) student.

4. In grades K-5 class size may be exceeded by one (1) student and the classroom teacher shall be compensated fifteen (\$15) per student per day and specialists shall be compensated five dollars (\$5) per student per class for each overage. In grades 6-12 class size may be exceeded by one (1) student per class and all teachers shall be compensated five (\$5) dollars for each overage.
5. Classes with a minimum enrollment of fifteen (15) students will be retained.
6. Class size in the contract shall mean the number of regularly enrolled students in the same class plus any mainstreamed student who is assigned to the class for that part of the school day. A mainstreamed student shall only be counted in the total while that student is in the regular education classroom. The total number of students in the class at any one time shall not exceed the maximum stated in the contract.

Students who are out of the regular education classroom receiving special services such as speech, remedial reading, guidance, resource, etc., shall be counted as part of the number of students for that regular education classroom.

Students who are out of the regular education classroom and who are assigned to a self-contained special education classroom for that period shall not be counted as part of the total for the regular education classroom for that period of time.
7. It shall be the goal of the School Committee in Grades 3 and 4 to attempt to limit the enrollment of students to twenty-two (22) whenever a self-contained special needs student is mainstreamed via an inclusionary program. It is understood that this provision will apply only in situations where the severity of the special needs student's disability warrants significant accommodation and modification to the regular education program.
8. With mutual consent of the Administration and NEA Portsmouth, the foregoing standards are subject to modification for physical education/ health, chorus, band, and/or experimental instruction. Experimental instruction shall be defined as those activities mutually agreed to by the Portsmouth School Department and NEA Portsmouth that require considerations of class size and schedule outside of the previously accepted norms.

Section B Teaching Hours and Teaching Load

1. All Grades:

- a. The official length of the school day shall not exceed six and one-half (6 ½) hours. This figure is exclusive of the fifteen (15) minute period before and after the school day. The high school shall divide the thirty (30) minute period into ten (10) and twenty (20) minute segments before and after school.
- b. The school committee may submit proposals for release time to the Department of Education for approval. In order to schedule all staff members during release day

workshops, the start and end of the normal workday may be altered but not extended without the consent of NEA Portsmouth. The President of NEA Portsmouth will be notified in writing within two (2) weeks of the Administration receiving permission of the Department of Education.

- c. All teachers shall have a duty-free lunch period daily. Elementary teachers shall have a minimum of twenty (20) minutes.

2. Elementary School Teachers

- a. Each teacher in the elementary schools shall be provided with a forty-five (45) minute span of time daily, known as a preparation/planning period. In instances where the schedule cannot provide a daily preparation period, the teacher shall have a total of five plan periods per week. This time will consist of a minimum of 180 minutes per five (5) day work week. Preparation/planning period blocks shall not be less than thirty minutes. One of the five planning preparation periods will be principal/administrator directed. One of the five planning periods will be teacher directed for the purposes of common planning. Three of the five planning periods shall be used at the teacher's discretion for preparation, planning, curriculum, conferencing, etc. Meeting with instructional coaches at a mutually agreed upon time with a mutually agreed upon agenda shall not be considered administratively directed.
 - i. When school is only in session four (4) days a week, two (2) planning periods will be at the teacher's discretion, one (1) will be teacher/directed common planning, and one (1) will be administrator directed.
 - ii. When school is only in session three (3) days a week, (2) planning periods will be at the teacher's discretion, and one (1) will be administrator directed.
 - iii. When school is only in session less than three (3) days a week, there will be no administrator directed planning time.
- b. When possible, elementary itinerant teachers (art, music, physical education, library, etc.) shall have at least sixty (60) minutes per week of their planning time scheduled concurrent with other teachers of the same subject.
- c. When space is available in an elementary school after satisfying the administration's need for regular academic classrooms, remedial reading, and library programs top priority for additional rooms shall be given to art and music.
- d. School aides or their substitutes will relieve all teachers at the elementary schools of lunch and recess duty. In the event that the aide is absent, the building principal will be required to make every effort to secure a substitute. In an

emergency, when a substitute is not available, then the principal may assign a teacher to cover as follows:

- i. The principal must have taken all of the above steps to secure coverage.
 - ii. The assignment of teachers must be strictly on a rotation basis with no teacher being assigned more than one coverage in each rotation.
 - iii. The released time provided by relieving a teacher of non-teaching duties will be exclusive of planning time contained in Article IX, Section B, I, Number 4.
- e. The administration shall provide substitutes enabling teacher to participate in IEP planning and to attend the IEP, RTI, and/or 504 meetings of students for which they are responsible.
 - f. Recognizing the challenges of implementing literacy and numeracy Regulations, the Portsmouth School Department Administration will work cooperatively with the professional staff to provide support and build capacity to meet these requirements. When needed, coverage shall be provided for state mandated assessments and reports.

3. Middle School Teachers

- a. No teacher will be assigned more than five (5) teaching periods per day.
- b. Each teacher in the middle school shall be provided with a sixty (60) minute span of time daily, known as a preparation/planning period. In instances where the schedule cannot provide a daily preparation period, the teacher shall have a total of five planning periods per week. This time will consist of a minimum of 300 minutes per five (5) day work week. One of the five planning preparation periods will be principal/administrator directed. One of the five planning periods will be teacher directed for the purposes of common planning. Three of the five planning periods shall be used at the teacher's discretion for preparation, planning, curriculum, conferencing, etc. Meeting with instructional coaches at a mutually agreed upon time with a mutually agreed upon agenda shall not be considered administratively directed.
 - i. When school is only in session four (4) days a week, two (2) planning periods will be at the teacher's discretion, one (1) will be teacher directed common planning, and one (1) will be administrator directed.
 - ii. When school is only in session three (3) days a week, (2) planning periods will be at the teacher's discretion, and one (1) will be administrator directed.
 - iii. When school is only in session less than three (3) days a week, there will be no administrator directed planning time.

- c. The administration shall provide substitutes enabling teacher to participate in IEP planning and to attend the IEP, RTI, and/or 504 meetings of students for which they are responsible.
- d. The amount of time assigned to Administrative Duties shall be equitable.
- e. By June 1st, the building principal will meet with NEA Portsmouth to discuss the Administrative Duties for the following school year.
- f. Recognizing the challenges of implementing literacy and numeracy regulations, the Portsmouth School Department Administration will work cooperatively with the professional staff to provide support and build capacity to meet these requirements. When needed, coverage shall be provided for state mandated assessments and reports.

4. Secondary School Teachers

- a. No teacher shall be required to teach more than the existing block schedule. On a two (2) day block schedule, no more than five (5) classes shall be assigned and one (1) administrative duty. Each teacher shall have one (1) preparation period per day. Administrative duties shall be equally distributed. The High School shall have a schedule, the specific type of which will be established by the Principal and Assistant Principal, giving due regard to the recommendations of NEA Portsmouth and also giving due regard to rotation of schedule, program offerings, attendance, discipline, and inter-school scheduling.
- b. One of the five planning preparation periods will be principal/administrator directed. One of the five planning periods will be teacher directed for the purposes of common planning. Three of the five planning periods shall be used at the teacher's discretion for preparation, planning, curriculum, conferencing, etc.
 - i. When school is only in session four (4) days a week, two (2) planning periods will be at the teacher's discretion, one (1) will be teacher directed common planning, and one (1) will be administrator directed.
 - ii. When school is only in session three (3) days a week, (2) planning periods will be at the teacher's discretion, and one (1) will be administrator directed.
 - iii. When school is only in session less than three (3) days a week, there will be no administrator directed planning time.
 - iv. During the administrative periods, teachers may be called upon to cover classes, monitor study halls, provide tutorial assistance, or perform other reasonable duties conducive to the maintenance and efficiency of the department.
 - v. No teacher may be assigned more than three (3) class preparations (three [3] distinct groups as to grade level and subject content).

- c. The administration shall provide substitutes enabling teachers to participate in IEP planning and to attend the IEP, RTI, and/or 504 meetings of students for which they are responsible.
- d. Any change in the practice of assigning Administrative Duties to part-time teachers at 3/5^{ths} and above shall be mutually agreed upon by NEA Portsmouth and the Superintendent.
- e. By June 1st, the building principal will meet with NEA Portsmouth to discuss the Administrative Duties for the following school year.
- f. Recognizing the challenges of implementing literacy and numeracy Regulations, the Portsmouth School Department Administration will work cooperatively with the professional staff to provide support and build capacity to meet these requirements. When needed, coverage shall be provided for state mandated assessments and reports.

Section C Length of School Year

- 1. The work year for a regular classroom teacher shall not exceed one hundred eighty (180) instructional school days, not counting those days set aside for orientation.
- 2. All teachers may be called upon for one (1) day of orientation. One (1) extra day may be required for new teachers in the system.
- 3. Consenting teachers may agree to work if requested beyond the one hundred eighty (180) day period at 1/180th of their base salary per day.
- 4. The Administration may require all teachers to work additional hours/days beyond the traditional one hundred eighty-one (181) day school year as outlined below. The Administration will seek the input of NEA Portsmouth in the scheduling of these additional hours/days.
 - a. Eighteen (18) hours mandatory, non-instructional, and part of the base salary shall be scheduled as follows:
 - i. Six (6) hours of which shall be designated as parent/teacher conferences for teachers from Pre-K to grade 8, and designated for Senior Project for teachers from grade 9-12.
 - ii. Six (6) hours shall be used for early release time scheduled in the district calendar.
 - iii. Six (6) hours shall be used for additional parent/teacher conferences for Pre-K to grade 3. Six (6) hours shall be used by grades 4-12 for house/department/faculty meetings.

- b. All dates must be set by the second week of September and communicated accordingly to the faculty.
 - c. Eighteen (18) hours mandatory, non-instructional, and compensated at the hourly rate shall be scheduled as three (3) additional six (6) hour days. Said days shall be scheduled as full Professional Development days and will be part of the school calendar provided such days shall be contiguous or during the regular school year and not fall on weekends or holidays.
 - d. Teachers will receive an agenda of the mandatory faculty meetings at least twenty-four (24) hours prior to each meeting. Teachers may suggest format and contents for these meetings.
 - e. Teachers unable to attend the required additional time may be excused by the building principal.
5. Guidance counselors may work up to five (5) extra days per year and shall be paid 1/180th of their base salary.

Section D Secretarial Assistance

A teacher shall have secretarial assistance when available upon request for work relating to the educational functioning of the teacher. The allocation of the secretaries is at the discretion of the principals.

Section E Accommodations for NEA Portsmouth

The NEAP president, or designee, shall be allowed up to (5) release days to attend to state or national business of the National Education Association.

Section F Payroll Deductions and NEA Portsmouth Dues

1. NEA Portsmouth dues shall be deducted automatically on an ongoing basis. Any teacher not wishing to join NEA Portsmouth or wishing to pay in cash shall notify the NEA Portsmouth Treasurer and the Payroll Department (a form will be distributed) prior to September 15th. Deductions are to be made from wages in equal amounts per pay check, commencing no later than the last pay period in October.
2. NEA Portsmouth shall notify the Superintendent of Schools on or before September 30th with the names of those teachers who indicate that they do not wish to be members of NEA Portsmouth. Teachers who are not members of NEA Portsmouth shall, as a condition of employment, authorize a deduction for the purposes of negotiating and facilitating a contract, a sum to be determined by NEA Portsmouth and/or its representative and which is to represent no more than

a proportionate share of the costs of securing the benefits conferred upon all the teachers. This sum shall in no case exceed the regular dues paid by an NEA Portsmouth member.

Section G School Calendar

In view of the fact that NEA Portsmouth has a natural interest in the school calendar, it should be aware of what is taking place in its preparation; and for that reason, the NEA Portsmouth President shall be consulted. However, the final authority in setting the school calendar is to remain with the Superintendent and the School Committee.

Section H Teacher Certification

It shall be the responsibility of the individual teacher to secure the necessary credentials and make the necessary arrangements for certification as prescribed by state law.

Section I Performance-Based Dismissal, Layoff, Recall, and Displacement

1. The Committee acknowledges the distinction between a Performance Based Dismissal and a layoff for non-performance reasons.
2. **Performance Based Dismissal.** A teacher dismissed/terminated/or non-renewed for performance shall be notified accordingly, and shall be furnished with a complete statement of the cause(s) for the dismissal by the governing body of the school. Such dismissal shall be consistent with the requirements of the Rhode Island General Laws.
 - a. Teachers dismissed/terminated/or non-renewed for job performance reasons may within the fifteen (15) days of written notice of said dismissal/termination/non-renewal, file notice of appeal pursuant to R.I.G.L. §§16-13-2 or 16-13-3.
3. **Reduction In Force or Layoff.** A reduction in force or layoff is an act by the Committee compelled by reasons (such as a fiscal deficit, school reorganization, program elimination, or reduction in student enrollment) unrelated to job performance which results in the layoff of a teacher who, but for the occurrence of said reason, would have been retained.
 - a. In order to retain a trained and effective staff it is the intention of the Committee to restore a RIF'ed teacher to his or her position at the soonest time practicable after the reason for the layoff ceases to exist provided the position remains available.
 - b. The layoff/recall protocol shall not apply to any teacher dismissed for performance reasons (as provided above).

4. **Displacement.** A displacement is an act by the Committee compelled by reasons (such as a fiscal deficit, school reorganization, program elimination, or reduction in student enrollment) unrelated to job performance, wherein the teacher is retained, although his/her position has been eliminated.
 - a. A displaced teacher shall be permitted to participate in the Job Assignment Process.
5. **Reductions In Force** shall be by seniority, commencing with the most junior teacher within the affected area of certification.
6. **Recalls:** Teachers shall be recalled by seniority within the affected area of certification (that is, in the inverse order of layoff) to the positions from which they were RIF'ed provided the position remains available.
 - a. Where a teacher cannot be recalled to her/his position, the RIF'ed teacher shall be recalled to the Job Assignment Process if qualified (as defined below).
 - i. Where a teacher cannot be recalled to her/his position and the teacher is not qualified (as defined below), the RIF'ed teacher shall be placed by the Superintendent following the Job Assignment Process, provided there remains an existing open position. Such placement shall take place before external candidates are placed.
 - b. Should the abolished position be restored prior to the start of the next school year, the teacher previously occupying the position shall have the right of first refusal to return to the restored position.

Section J Seniority in the Portsmouth School System

1. Seniority in the Portsmouth School System shall use the following criteria to determine rank:
 - a. Start of teaching employment on a continuing full time basis;
 - b. Start of teaching employment on a continuing part time basis;
 - c. Former employment as a teacher in Portsmouth;
 - d. Long term/daily substituting - total number of days;
 - e. Former employment in a non-certified position in the school department; and
 - f. Date of School Committee appointment.
2. If rank cannot be determined after applying the above mentioned criteria, a lottery will be used to break a tie. The lottery will be conducted by the Administration with all parties invited to attend, as well as the President of NEA Portsmouth or

her/his designee. In no event will the lottery be conducted without representation from NEA Portsmouth.

3. A Seniority List will be compiled on a yearly basis. The Superintendent will submit a draft to the President of NEA Portsmouth by December 1st of each school year. NEA Portsmouth's Executive Board will verify the draft and submit disputes for resolution to the Superintendent and the President of NEA. Any questions or corrections on the Seniority List will be brought back to the Superintendent on the first school day after the holiday break.
4. The Seniority List becomes official and may not be challenged ten (10) days after its submission to administration. In any given year, only newly hired first year teachers may question their position on the seniority list. The Superintendent will give certified staff members an official copy of the final seniority list attached to posting for the first job fair being held. Any dispute regarding a teacher's position on the seniority list which cannot be resolved informally will be subject to the grievance procedure.
5. A teacher whose contract has been non-renewed (based on budgetary constraints) and who has not been recalled within a two (2) year period shall lose all seniority rights and be dropped from the seniority and recall lists. A teacher who refuses to accept recall to a position within his/her certification(s) shall be removed from the seniority and recall lists. However, a teacher shall not forfeit seniority standing by refusing to accept a position of lesser or greater employment.
6. Teachers hired for part time positions who are employed for less than one hundred and thirty-five (135) full days shall not be placed on the seniority list or have recall rights. If part time teachers are rehired, then their time in service shall be cumulative. Upon attainment of one hundred and thirty-five (135) full days, they shall be placed on the Seniority List as of the one hundred and thirty fifth (135th) day and henceforth be given all rights of recall. Teachers who are emergency certified shall not accrue seniority rights in the Portsmouth School Department. Teachers hired for a one (1) year appointment will not be placed on the Seniority List. Teachers rehired for a subsequent year into a one (1) year appointment will accrue seniority according to Article IX, J, 1, c.

Section K Displacements and Relocations

1. Teachers shall be consulted regarding any changes in their programs and schedules, including the schools to which they will be assigned, the grades and/or subjects they will teach and any special or unusual classes or assignments that they will have. These assignments and relocations will not be arbitrary and the administration must give a reason for any assignment or relocation.
2. The Superintendent shall have authority to involuntarily transfer a teacher for good and just cause.

Section L Job Assignment Process

1. The Job Assignment process is the mechanism by which vacant positions (as defined herein) shall be awarded. Depending upon the number of positions, the process may be completed in one setting or more.
2. All vacant positions (as defined below) shall be posted and made available at the Job Assignment Process.
 - a. Vacant Positions are (1) those positions newly created by the Committee, and (2) those positions the Committee chooses to maintain resulting from any of the following events:
 - 1) Retirement
 - 2) Resignation
 - 3) Discharge
 - 4) Promotion
 - 5) Death
 - 6) Second Year Leave of Absence,
 - 7) Successful Transfer (including in the Job Assignment Process), or,
 - 8) A position which opens as the result of a layoff and to which the incumbent has not been recalled.
 - 9) A promotional position does not constitute a vacant position.
 - 10) Any part-time position that is made full time must be considered a new position and, therefore, a vacancy. Filling this vacancy should not prevent a layoff from being rescinded nor displace a teacher.
3. Teachers will be given the opportunity to complete an annual Job Preference Sheet to express interest in transferring within the school system. Open positions shall be filled by seniority within the following order:
 - a. Displaced teachers
 - b. Recall from reduction in force or layoff
 - c. Job Preference Sheet
4. For positions where there is no RIDE certification, preference will be given to teacher with experience in the position, those having completed course work or certificate work related to the position, and according to seniority.
5. In order to be considered for transfer, teachers:
 - a. Must have been rated either effective or highly effective on their most recent evaluation.
 - b. Must be tenured in the Portsmouth School Department.

- c. Cannot be on a corrective action plan.
- d. Must possess the appropriate certification.
 - i) A change in certification shall require an interview with the superintendent and/or principal before a decision is made whether or not the applicant should be in the Job Assignment Pool;
 - ii) A change in certification begins a new evaluation cycle in accordance with R.I.G.L. § 16-12-11
- 6. The Job preference sheet will be reviewed and mutually agreed upon by the Superintendent and NEA Portsmouth on an annual basis to be distributed on or before April 15th.
- 7. Job Preference Sheets are due by May 1st on an annual basis and may not be amended by the teacher until the following May 1st
- 8. All positions vacated after July 1st will be posted as 1 year only positions for the following school year.
- 9. In the event that the administration fails to complete the evaluation of a teacher in any given year, such will not prejudice the teacher's recall rights and he/she shall be presumed for that year to have been rated "effective or better" exclusively for the purpose of recall or for job transfer. This presumption shall not apply in cases of termination for job performance. However, in the event that the evaluation is not completed by the administration due to failure to cooperate, unjustified or unapproved absences, etc. on the part of the teacher, then this paragraph and presumption shall not apply.
- 10. The Superintendent, after meeting with the Union, may waive any of the above factors if he/she concludes that a teacher will be more effective in a new assignment. The Superintendent shall indicate her/his reasons in writing with specificity for waiving any requirement and shall provide the explanation to the Union.
- 11. Any teacher not meeting the above criteria shall be permitted to participate in the Job Assignment Process provided they receive authorization of the Superintendent in writing.
- 12. No teacher may take a position in the Job Assignment Process if it results in blocking the recall of a teacher on layoff.
- 13. In the event that the RIDE evaluation system is eliminated, replaced, or modified in such a way that is substantively impacts the utilization of the tool as outlined herein, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains utilized

herein, a change to the criteria of the domains, or a change in the ratings used in the RIDE evaluation model

14. One Year Leave of Absence:

- a. A one (1) year leave of absence will be filled with a one (1) year only appointment
- b. The position that a teacher left to take the one (1) year only appointment is no longer hers/his, and that vacated position will be entered on the Job Preference Sheet as a vacancy.
- c. The teacher going on leave comes back to the same position at the end of the first year unless s/he was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher. The teacher who filled the temporary position will be either displaced or laid off according to the process defined in Article IX Section I.
- d. If the teacher on leave does not come back at the end of the first year, the position is declared vacant and entered into the Job Assignment Process.

15. Second Year Leave of Absence:

- a. The teacher returning from leave after the second year is guaranteed a job unless laid off based on seniority and appropriate certification.
- b. The teacher returning must bid on a position in the Job Assignment Process by filling out the Job Preference Sheet according to the dates in Section M above. Failure to fill out the Job Preference Sheet will result in placement by the Superintendent according to certification and seniority.

16. One/Two Year Medical Leave (paid/unpaid)

- a. All one (1) year medical leaves will be evaluated by the Superintendent to determine if the request falls under the criteria of this section.
- b. The position is entered into the Job Assignment Process with the understanding that the position is a temporary one (1) year position.
- c. The position that a teacher left to take the temporary position is no longer hers/his, it becomes a vacancy and is entered into the Job Assignment Process.
- d. The teacher going on a one-year medical leave comes back to the same position unless s/he was notified that the position will no longer exist. A teacher so notified becomes a displaced teacher or laid off according to the process defined in Article IX Section I. The teacher from NEA Portsmouth who filled the temporary position will be either displaced or laid off according to the process defined in Article IX Section I.

- e. If the teacher on a one (1) year medical leave terminates her/his employment, the position is declared vacant and is entered into the Job Assignment Process.
- f. If the teacher on a one (1) year medical leave is granted additional years of medical leave, the teacher from NEA Portsmouth who filled the temporary position may continue in that position until the teacher on the medical leave comes back (the concept of Letter d above applies) or terminates her/his employment (concept of Letter e above applies). Upon return from the two (2) year medical leave, the teacher will return to his/her same position. If the teacher returns after three (3) or more years, the teacher is guaranteed a position in his/her area of certification, but not necessarily the same position.

ARTICLE X: GENERAL PROVISIONS

Section A Teacher's Personnel File

1. Upon request by individual teachers, teachers shall be given access to their School Department file.
2. No material, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in the files unless the teacher has had an opportunity to read and initial the material. Such signature does not necessarily indicate agreement with its content.
3. Teachers have the right to attach comments to any material placed in their file.
4. Upon receipt of a written request, teachers shall be furnished a reproduction of any material in their file, excluding references and information obtained in the process of evaluating the teacher for employment.
5. Access will be available only in the presence of a representative of the Superintendent's Office.
6. Any written complaints regarding a teacher made to the administration by any parent, student, or person will be promptly called to the teacher's attention.

Section B Rights of Representative Organization

1. NEA Portsmouth representatives shall be allowed release time without loss of salary for negotiation sessions or grievance hearings conducted during the school day, upon the call of the administration.
2. NEA Portsmouth representatives shall be granted leaves of absence for full-time service to educational organizations without loss of tenure or loss of increment(s), upon recommendation of the Superintendent and approval of the School Committee.

Section C Teacher Evaluation

1. The Rhode Island Model Teacher Evaluation and Support System (RIMTESS) will be the model used to evaluate teachers in the Portsmouth School Department. All observations and monitoring of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher by the primary evaluator who shall be a Portsmouth School District certified school-based or district administrator formally trained in the Rhode Island Model Teacher Evaluation & Support System. These individuals in addition to House Leaders, Department Heads and Special Ed. Coordinators may also serve as complementary evaluators as determined appropriate by the Superintendent. One announced and one unannounced observation must be done solely by the primary evaluator. House Leaders, Department Heads and Special Education Coordinators may perform one unannounced observation. All non-tenured teachers and teachers on an improvement plan shall have the principal/administrator as their sole evaluator. All state and local decisions regarding the RIMTESS will be clearly detailed and widely disseminated.
2. The Employee Performance Improvement Plan shall be consistent with the RIMTESS. A Performance Improvement Plan shall provide extensive support for teachers who are not meeting expectations. The implementation of such a plan is a responsibility laid upon the principal and/or supervisory staff by the District Evaluation Committee and the Superintendent in order to help in the professional growth and competence of the teacher involved. This action, when necessary, must not be interpreted as discipline or reprimand. Teachers shall respond in a positive manner to the Performance Improvement Plan. The District evaluation committee agrees to fully fund any training or materials specified in a performance improvement plan.
 - a. A Performance Improvement Plan may be utilized at any time during the school year but under normal circumstances, teachers on track to receive a final effectiveness rating of ineffective must be placed on a performance improvement plan by the mid-year conference. Teachers rated 'developing' at the conclusion of the school year will be placed on a performance improvement plan commencing the following academic year. The primary evaluator and teacher shall meet to discuss areas of performance to be addressed by the plan. The primary evaluator and teacher will mutually develop the improvement plan. The teacher may select an 'effective' or 'highly effective' peer to participate in the development and implementation of the improvement plan. An NEA Portsmouth Representative will be included in the Performance Improvement Team.
 - b. All teachers on Performance Improvement Plans will complete self-assessments.
3. Before any changes are made in the Portsmouth implementation of the RIMTESS evaluation instrument, the Association shall be consulted and shall assist in any revisions of the present system or in the preparation of a new instrument. The Committee and the Association agree that any changes in the evaluation

instrument shall be mutually agreeable, unless mandated by the RI Dept. of Education.

4. Evaluators

- a. The teacher's primary and any potential complementary evaluator(s) will be determined and disseminated within the first ten (10) days of school. The complementary evaluator may be included at any time in the evaluation process.
- b. Teachers may request a different evaluator at the beginning of the school year. Teachers may also request the complementary evaluator at any point during the school year. Requests will be made to the Superintendent through the Building Principal and must include the reason(s) for such request. The denial of said request by the Superintendent shall not be arbitrary or capricious.
- c. No teacher will be observed for evaluation purposes except by a Portsmouth School District certified school-based or district administrator District-approved evaluator who has successfully completed the RIMTESS evaluation training. All complimentary evaluators must have successfully completed the RIMTESS evaluation training.

5. District Evaluation Committee

- a. A District Evaluation Committee of up to twelve members, consisting of administrators and faculty, shall be appointed by mutual agreement of the Superintendent and the President of NEA Portsmouth.
- b. The District Evaluation Committee shall meet quarterly.

6. Evaluation Process

- a. Pre-observation and post-observation conferences may be requested by the observer or the teacher.
- b. Department Heads, House Leaders, Coordinators and System-wide Supervisors may only observe teachers under their direct supervision.
- c. Announced observations will be scheduled at a mutually agreeable time and date by the primary observer and the observed teacher. The primary observer may specify the context of the observation (for example, period 4 math class). For announced observations only, teachers shall submit a completed lesson plan on the standard lesson plan template at least three (3) days prior to the scheduled observation.
- d. The primary evaluator may require up to one (1) additional announced observation for non-tenured teachers, and may conduct up to two (2) additional unannounced observations of non-tenured teachers, or those

teachers rated as *Developing* or *Ineffective* on their most recent Summative Evaluation.

- e. Written feedback specifically aligned to the Rhode Island Model Teacher Evaluation System shall be provided to teachers within seven (7) school days of any unannounced or announced observation.
- f. Beginning of Year, Mid-Year, and End of Year conferences shall be scheduled at a mutually agreed upon time by the primary evaluator.
- g. Pre-approved, School-Wide Professional Goals shall be available for teachers at each school, aligned to school and/or District priorities and the school administrator(s)' professional goals on or before Orientation Day. Flexibility shall be afforded to teachers who may desire or require an alternate professional goal.
- h. Student Learning Objectives (SLOs) shall be established based on the guidelines provided by RIDE.
 - 1) SLO's may focus on key areas of reading, writing and/or mathematics and may be aligned to school-wide administrator SLOs.
 - 2) Grade-level, department, and/or same-course teachers may collaborate on the design of SLOs with the expectation that benchmark targets be differentiated based upon the entry points of their individual students.
 - 3) Reasonable flexibility shall be afforded to teachers in the selection and design of SLOs whenever the considerations included herein are not applicable.
 - 4) If a teacher has more than two course preps or teaches more than two subjects, she or he may choose to focus their SLOs on the preps or subjects that include the majority of their students. Or, the teacher may choose to focus on an area of greatest need, even if that includes fewer students.
 - 5) In all cases, SLOs must meet the necessary requirements for approval by the primary evaluator as defined by RIDE guidelines. Primary evaluators must review and approve SLOs before 25% of the course has elapsed.
- i. Self-Assessments shall be optional for teachers, except for those teachers on improvement plans.
- j. The primary evaluator shall consider all available documentation to produce a Summative Evaluation draft that is forwarded to the teacher at least five (5) working days prior to a scheduled end of year Summative Evaluation conference. Teachers shall have the option of introducing additional reasonable evidence to refute an individual rating on the draft, and the primary evaluator shall consider such evidence and adjust ratings as appropriate.
- k. The Evaluation Timeline will be set by the second full week of school and will be mutually agreed upon by NEA Portsmouth and the Superintendent or Assistant Superintendent, taking into consideration the school calendar, RIDE timelines, and RI laws governing notification for non-tenured teachers or for teachers who may be released due to performance reasons.

NEA Portsmouth teachers will be notified of the timeline within one business day from the day it is set. Only in the case of school cancellations due to weather or other factors beyond the control of PSD, the calendar may be changed when mutually agreed upon by NEA Portsmouth and the Superintendent or Assistant Superintendent.

7. Appeals

A teacher should first attempt to resolve the disputed matter with the evaluator within ten (10) school days of receipt of the related evaluation document. If the teacher is not satisfied with the resolution, then an appeal can be submitted to the Assistant Superintendent. All such attempts shall be documented in writing and submitted to the Assistant Superintendent. The teacher, an NEA Portsmouth representative, and the Assistant Superintendent shall meet in an attempt to resolve the dispute. If there is a divided opinion or the teacher is not satisfied with the result of the appeal, he/she may file a grievance on the matter.

8. Complaint Procedure

No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any complaints regarding a teacher made to the Administration by anyone shall be handled discreetly. Only after careful investigation by the principal, and/or supervisor and a sifting out of what may be frivolous and gratuitous in order to determine if there is justification for a complaint, should the teacher be made aware of such a complaint. No disciplinary action may be taken by administration upon a teacher based solely on information obtained through an anonymous complaint.

9. Teacher Files

- a. Upon request and with twenty-four (24) hours' notice, teachers shall be given access to their personnel files, which are maintained both at the central administration and school building levels, excluding references and information regarding their initial employment in the Portsmouth School Department.
- b. Teachers may have any person(s) of their choosing present when they inspect their files. No material derogatory to the teacher's conduct, service, character or personality shall be placed in a teacher's file unless the teacher is notified that such material has been or may be included in the file. A teacher shall have the right to respond in writing to any material filed, and such response shall be attached to the file material.

10. Corrective Action Plan

No teacher shall be placed on a Corrective Action Plan unless he/she receives a rating of:

- a. Less than *developing* in the “Professional Practices” and “Professional Foundations” domains of the RIDE evaluation, or
 - b. *Developing* after having two successive ratings of *effective* or better.
 - c. Sections 4.a and 4.b, immediately above should not be interpreted to prohibit the Union and the Administration from mutually agreeing to place a teacher on a plan of assistance. Such a mutually agreed to plan of assistance would not preclude that teacher’s participation in the Job Assignment Process. Further, this provision and the limitations contained herein do not in any way prohibit the Superintendent and/or Committee from utilizing a Corrective Action Plan or similar tool with an employee or employees for disciplinary purposes when warranted (subject to the grievance process).
11. In the event that the RIDE evaluation system is eliminated, replaced, or modified in such a way that it substantively impacts the utilization of the tool as outlined herein, the parties agree to reopen negotiations to address the impact. Substantive changes include, but are not limited to, the elimination of the domains utilized herein, a change to the criteria of the domains, or a change in the ratings used in the RIDE evaluation model.

Section D Teacher on Special Assignment

Teacher on Special Assignment (TOSA) is the term used to describe a certified teacher who has been assigned to perform duties other than classroom instruction. The assignment may include, but not be limited to, working on special programs and/or curriculum development; However, TOSA assignments are not typically intended to provide or replace administrative judgment, direction, or oversight. A TOSA opportunity provides exposure to unique program responsibility and development potentially enhancing an educator's career through preparation for an administrative program. Further, as a teacher is a valuable and scarce resource, TOSA assignments must focus on the effective instruction of students and must be cautiously, wisely, and prudently used. The selection of a TOSA will be determined by the Superintendent, the NEA Portsmouth President shall be consulted. However, the final authority in selecting a teacher to serve as a TOSA shall remain with the Superintendent. In most cases a TOSA position will only be 1 school year or at a minimum 1 semester in length. Any teacher selected as a TOSA will be entitled to return to his/her original assignment/placement.

Section E Non Discrimination

1. All assignments shall be made on the basis of qualifications, provided, however, that when two (2) or more teachers are equally qualified, seniority in the Portsmouth School System shall control.

2. All assignments shall be made in compliance with all non-discriminatory laws, rules, ordinances, and regulations established by the School Committee, Town of Portsmouth, State of Rhode Island, and United States Federal Government.

Section F Management Rights

There is reserved exclusively to the School Committee all responsibilities, powers, rights, and authority expressly vested in it by the laws and constitutions of Rhode Island and of the United States. It is agreed that the School Committee retains the right to establish and enforce reasonable rules and policies which are not inconsistent with this Agreement.

Section G No Strike Clause

NEA Portsmouth agrees that during the term of this Agreement, it will not condone or participate in a strike against the School Committee.

Section H Mentoring

NEA Portsmouth and the Portsmouth School Committee recognize the school department's responsibility to provide a mentoring program to enhance the performance of newly hired teachers and teachers moving to new positions. Any changes to the existing mentoring program must be mutually agreeable.

Section I Flex Time

Implementation of Flex Time schedules must be mutually agreeable by the Administration and NEA Portsmouth.

Section J Electronic Notice

Whenever this contract requires either party to notify the other party in writing, the notice provision shall be presumed to be satisfied by the use of electronic notice in lieu of certified mail or other mailing. This provision for alternate notice shall apply to all provisions of this contract, including but not limited to the grievance procedure.

ARTICLE XI: MEETINGS

The NEA Portsmouth and the School Committee recognize that after-school meetings are necessary and essential to the efficient operation of the school department.

Section A Open House

1. Teachers shall be required to attend one (1) annual Open House meeting.
2. The duration of the Open House shall not exceed two (2) hours.

3. Teachers unable to attend the required Open House may be excused by the building principal.

Section B Faculty Meetings

1. All faculty members assigned to the building and those who are considered itinerant who are unable to attend faculty meetings must inform their supervisor or principal that they are unable to attend, if so required.
2. Teachers shall receive an agenda of the faculty meetings at least twenty-four (24) hours prior to each meeting, except in cases of emergency. Teachers may suggest format and contents for these meetings.
3. An emergency (voluntary) faculty meeting may be called by the superintendent or his/her designee and shall be uncompensated.

Section C Crisis Management Plan

Teachers shall participate in the Crisis Management Plan when possible.

ARTICLE XII: RETIREMENT

Section A Health Insurance

1. Effective October 1, 2013, a teacher who notifies the Superintendent of their irrevocable retirement between January 1st and June 30th to be effective as of the last day of the current school year and who has been employed by the Portsmouth School Department for at least 15 years and has reached the retirement date determined by the Employees Retirement System of Rhode Island (ERSRI) or older at the time of retirement shall be eligible to receive six (6) years of individual health coverage provided by the School Department. The School Department and the retiree shall share the cost of purchasing the individual health insurance coverage. For each of the six years of post-employment coverage, the School Department shall pay an amount equal to that year's individual health coverage premium less the co-share percentage in effect at the time that the teacher retires. For each of the six years of post-employment coverage, the teacher shall pay an amount equal to that year's individual health care coverage premium multiplied by the co-share percentage in effect on the date of their retirement.
2. Any teacher that is eligible for post-retirement health coverage as described in number 1 above may elect to decline such coverage and receive a one-time cash incentive bonus of \$3,500. Once health coverage is declined by the retiree, School Department provided health coverage is no longer available to the retiree post retirement other than as described in number 5 below.
3. If a retired teacher becomes eligible for health care coverage from another employer during the six-year post-employment benefit period, then coverage

through the department shall end and the teacher shall not be eligible for further health care coverage through the School Department. Retired teachers will be required to certify each year whether or not they are eligible for coverage through a new employer.

4. Notwithstanding the above, any retired teacher receiving post-retirement health care coverage who becomes eligible for Medicare during the six-year post-retirement benefit period shall cease to be eligible for health care coverage through the School Department. Health coverage through the School Department shall end on the last day of the month prior to the month in which s/he becomes eligible for Medicare. The School Department shall not be responsible for providing any further health care coverage during the post-retirement period for retirees eligible for Medicare.
5. A retired teacher eligible for post-retirement health coverage as described in 1. above and whose six-year post-retirement benefit period has ended prior to them becoming eligible for Medicare shall be permitted to purchase individual health care coverage through the School Department at group rates in effect at that time. The retired teacher shall be responsible for the entire cost of any individual health coverage purchased and the School Department shall not be responsible for paying for any portion of said coverage. Any retired teacher who becomes eligible for Medicare will no longer be eligible to purchase health coverage through the School Department and any coverage then in effect will end as of the last day of the month prior to the month in which they become eligible for Medicare.

Section B Unused Sick Days

1. A teacher who retires will be paid for all unused sick days at the rate of thirty-five (35) dollars/day according to the following options:
 - a. 135 to 170 (maximum of 35 days); or
 - b. any days beyond 170

Sick days may accrue to one hundred seventy (170) days for the purposes of sick leave; additional days may accrue for purposes of severance at retirement, up to the cap of \$11,000. Teachers retiring may be paid for either option.

2. The total amount of payment for unused sick leave shall not exceed eleven thousand (\$11,000) dollars.

Section C Early Notification Incentive

1. Eligibility

Any teacher in the Portsmouth School Department who wishes to take a one-time advantage of the Early Retirement Incentive Plan may do so provided the following are satisfied:

- a. The teacher has been employed by the Portsmouth School Department for a minimum of fifteen (15) years and is at least ERSRI age eligible years.
- b. The teacher has met all the requirements of the Retirement System of Rhode Island and is eligible to begin collecting retirement benefits under the plan as of her/his retirement date.
- c. The teacher must notify the Superintendent of Schools, in writing, not later than February 1st of the school year of retirement. This letter of resignation for the purpose of retirement must contain an irrevocable resignation effective the last day of school. The letter of resignation for the purpose of retirement cannot be rescinded except in case of an extreme emergency as determined by the Superintendent.
- d. Any teacher granted disability income through the Rhode Island Teachers' Retirement System and otherwise eligible for this incentive shall have the February 1st date waived.
- e. The early retirement incentive shall not be included when calculating pensionable income.

2. Benefits

- a. A four thousand five hundred (\$4,500) dollar cash incentive bonus, payable on or before July 5th of the calendar year of retirement; or
- b. Three (3) additional years of individual health care coverage beyond the six (6) year post-retirement benefit period available to eligible retirees per Section XII at the cost described therein and subject to the restrictions regarding termination of coverage due to eligibility for coverage under Medicare or from a new employer. The retiree must not decline post-retirement benefits available under section XII to choose this option.

ARTICLE XIII: SEVERABILITY

Should any part of this Contract be ruled invalid by court decision, all other parts remain in effect.

ARTICLE XIV: AMENDMENT

1. If any provision of this Agreement is or shall at any time be contrary to law or Rhode Island State Department of Education regulations, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

3. There will be no waiver or modification of any of the Agreements, terms, or provisions contained in this Agreement by any teacher with the School Committee.
4. The terms and conditions of this Agreement shall not be modified, amended, or altered in any way unless made in writing and signed by both parties.
5. The rights and benefits of teachers provided in this Agreement are in addition to those provided by the Town of Portsmouth, State of Rhode Island, and Federal Law, rules, ordinances, or regulations.

ARTICLE XV: DURATION

1. This Agreement shall be effective as of September 1, 2016, and shall remain in full force and effect and shall bind and inure to the benefit of the parties hereto and their successors to and including August 31, 2019.
2. IN WITNESS WHEREOF, each of the parties hereunto has caused these presents to be executed by its proper officer, hereunto duly authorized and signed this 23rd day of August, 2016.

By: 
Terri Cortvriend
Chairperson

By: 
Amanda Boswell-Scott
President



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 <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> 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 <u>deductible</u> .
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 <u>out-of-pocket limit</u> 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 <u>out-of-pocket limit</u> .
Is there an overall annual <u>limit</u> 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.

<p>Does this plan use a <u>network</u> of <u>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 provider, 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 provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 3 for how this plan pays different kinds of providers.</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 specialist 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 excluded services.</p>

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

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- **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	\$7 copay per prescription (retail) \$17.50 copay per prescription (mail-order)	Not Covered	No Charge for certain preventive drugs
	Tier 2 generally high cost generic and preferred brand name drugs	\$30 copay per prescription (retail) \$75 copay per prescription (mail-order)	Not Covered	Preauthorization is required for certain drugs
	Tier 3 non-preferred brand name drugs	\$50 copay per prescription (retail) \$125 copay per prescription (mail-order)	Not Covered	Preauthorization is required for certain drugs
	Tier 4 specialty prescription drugs	\$50 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, kwijigo 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 \$6,980
- Patient pays \$560

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	\$30
Coinsurance	\$0
Limits or exclusions	\$30
Total	\$560

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

- Amount owed to providers: \$5,400
- Plan pays \$4,160
- Patient pays \$1,240

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	\$500
Coinsurance	\$200
Limits or exclusions	\$40
Total	\$1,240

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.