

Cumberland Teachers' Association and Cumberland School Committee's Collective
Bargaining Agreement effective
September 1, 2024 through August 31, 2027

CUMBERLAND TEACHERS' ASSOCIATION

&

CUMBERLAND SCHOOL COMMITTEE

AGREEMENT

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Agreement effective
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CUMBERLAND TEACHERS' ASSOCIATION NEGOTIATION COMMITTEE

Kerry Carlson, President and Negotiations Chairperson

Faye Enright, Vice President

Shannon Bessette

Heather Bogossian

Faye Enright

Andrea Goff

Renee Larue

Jen Marvel

Michele McIntosh

Leslie Morin

Kerri Reilly

Fil Eden, NEARI Assistant Executive Director/UniServ

CUMBERLAND SCHOOL COMMITTEE

Karen Freeman, Chairperson

Mark Fiorillo, Vice Chair

Keri L. Smith, Clerk

Denis Collins

Amy Rogalski

Kerry Feather

Amy Vogel

CUMBERLAND SCHOOL DEPARTMENT

Philip D. Thornton, Ed.D, Superintendent

Timothy McGrath, Finance Director

Bonnie Drezek, Human Resources Manager

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PREAMBLE

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

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

ARTICLE 1 RECOGNITION

- A. Under the provisions of the Rhode Island School Teacher Arbitration Act of 1966, the Committee recognizes that teaching is a profession. The Association is recognized as the sole bargaining representative of all certified teachers, as defined in General Laws of 1956, Reenactment 1968, R.I.G.L. §28-9.3-2.
- B. The Committee agrees not to negotiate with any teacher organization other than the Association during the life of this agreement, except as may be directed by the state labor relations board.
- C. The Association recognizes the Committee as an agent of the State of Rhode Island and as the elected representative of the people of the Town of Cumberland. The Committee is the employer of all certified personnel of the Cumberland School Department.
- D. The Association agrees to equally represent all personnel in the negotiating unit without regard to participation in the activities of the Association or any other employee organization, and to admit teachers to membership without qualification other than payment of dues and employment with the Cumberland School Department.
- E. During negotiations, the Committee and the Association will make available for inspection pertinent records of the Cumberland School Department and the Association upon request of the other.
- F. After the ratification of this Agreement, if the Association elects a new bargaining agent, or if the Association acquires an affiliation other than the National Education Association Rhode Island/National Education Association, the Committee agrees that the provisions of the Agreement shall remain in full force and effect and the new bargaining agent and/or new affiliate will be accorded the full rights and privileges as required by law and this Agreement.

ARTICLE 2
RIGHTS OF THE COMMITTEE

- A. Except as otherwise provided in this Agreement, or by law, it is agreed that the Committee retains all rights to manage the Cumberland School Department, including without limiting the generality of the foregoing, the determination of the goals of the school system; the determination of capital expenditures; the establishment of rules and regulations, including discipline, for the conduct of pupils; the selection and location of the physical premises used or to be used in the school system; the maintenance and control of all school system records; the assignment of pupils to classes and their transfer among classes; the hiring, evaluation, assignment, transfer, severance, promotion, suspension and discipline for good and just cause of all school department personnel; the selection and change of school curricula, including the selection and change of all programs of instruction; the scheduling of hours and days for pupil attendance in the school system, which may vary from school to school; the scheduling of classes; and the making of reasonable rules and regulations applicable to teachers in the performance of their duties and in carrying out the terms of this Agreement.
- B. Notwithstanding the aforesaid, the Committee recognizes the professional interest and concern of the teachers for the quality of education and recognizes the advisability of meeting and conferring with the Association on matters which are not subject to bargaining, but which may affect the quality of education offered to the pupils in the school system.

ARTICLE 3
NON-DISCRIMINATION

- A. The Committee and the Association agree to maintain a policy of non-discrimination against any teacher, or teacher applicant, on the basis of race, religion, color, national origin, gender, gender expression, age, disability, marital status, sexual orientation, membership, participation in, or association with the activities of any teachers' association.
- B. Attainment of the objectives of the educational programming of the Cumberland School Department requires mutual understanding and cooperation among the Committee, the Superintendent, his or her staff, and the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in deliberation leading to the determination of matters of mutual concern.

ARTICLE 4
RIGHTS OF THE ASSOCIATION

- A. The Cumberland School Department will make available uniform deductions of the Association, National Education Association Rhode Island (NEARI), the National Education Association dues upon the written request of the individual teachers.
- B. Requests for continuous dues deductions shall be made on a form provided by the Association which is legal in the State of Rhode Island. Deductions shall be made, beginning with the third (3rd) check, and shall be paid in equal installments throughout the school year. Teachers who choose to make a lump sum cash payment for dues in lieu of payroll deductions shall inform the President of the Association by September 10. Said cash payment shall be made no later than

September 30. Otherwise, the teacher will automatically be placed on payroll deduction.

C. Collection of Dues:

1. Certification of those members of the bargaining unit for whom payroll deductions shall be made shall be the responsibility of the Association.
2. The Committee will discontinue deductions if notified by the Association in writing. In the event the Committee receives such notification by an employee, it shall discontinue such deductions and it shall notify the President(s) of the Association within 48 hours. The Association is fully responsible for any objection by an employee regarding his or her dues, fees, and assessments deductions.
3. The Association agrees to indemnify, hold harmless and defend the Committee for any disputes or claims arising out of payroll deductions for dues.

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

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

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

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

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

- H. The President of the Association, or his/her designee, may directly request an appointment with the Superintendent or, in the Superintendent's absence, his/her designee, at any time during his/her regular office hours.
- H. With reasonable notice to the Superintendent, the President and his/her designee shall be released from teaching duties to attend the funeral of any Association member or the funeral of any Association member's family as defined in Article 15 D.
- J. The Committee shall furnish to the Association President the name(s), job titles, work location(s), email address(es), date(s) of hire, and telephone number(s) of all newly hired bargaining unit employees. Once each year, by October 15th, the Committee shall furnish to the Association President the name, home address, job title, work location, subject area taught, email addresses, date of hire, phone numbers, and dues authorization status of all Bargaining Unit employees.
- K. Upon request, the Cumberland School Department will allow, at a mutually agreed upon time prior to the end of the first week of school, the CTA/NEARI to meet with new employees of the school district for the purpose of discussing union business.
- L. The Union President, or their designee, shall receive up to two (2) days per annum without pay for the purpose of attending union-led conferences or professional development.
- M. In recognition of the work required to perform their duties, the Union President shall teach one less course (or an equivalent reduction in workload) each year.

**ARTICLE 5
EMPLOYMENT STANDARDS**

- A. Teachers shall be provided a healthy and safe work environment.
- B. Teachers hired will be offered employment at a salary no less than that which is required by the provisions of R.I.G.L. §16-7-29. The Committee may, but shall not be required, to hire such teachers at a higher step based on credit for years of teaching and/or vocational experience not recognized by law.
- C. A teacher who has taught more than one hundred and thirty-five (135) days in a given school year, on either a regular or a substitute basis, or a combination thereof, shall be given credit for a full school year and placed on the next salary step, if said teacher is hired for the next school year.
- D. Employment may be terminated by mutual consent at any time providing that such consent has been reduced to writing and signed by both parties. Employment may be terminated by the Committee for good and just cause as is provided by state statute and case law. The teacher may resign by submitting written notice at least thirty (30) days prior to the effective date of resignation.
- E. The Committee may require, provided a request is made to the teacher on a leave of absence on or before January 15th, that the teacher give written notice on or before February 15th that he/she will return to work the following school year. A teacher's failure to respond to such a request in a timely fashion shall be conclusive and constitute his/her resignation effective at the

end of the current school year. If requested, the Committee shall grant an extension of time to respond after February 15.

- F. For informational purposes only, the Committee will post, on the school website, notice of vacant coaching positions, stating the general qualifications, duties and salary, if determined, of each position. It is understood and agreed that the filling of these positions, their duties and their compensation are not subject to collective bargaining.
- G. No teacher will be disciplined, including reprimand (whether oral or written), suspension, or discharge, reduced in rank or compensation, or deprived of any professional advantage without good and just cause. Where appropriate, discipline will be administered in a manner that will not embarrass the teacher before other employees or the public. Disciplinary action shall be progressive, where appropriate, and may include verbal coaching, oral reprimands, written reprimands, suspension and discharge. When documented verbal reprimands, written reprimands or suspensions are administered, documentation will be placed in the teacher's personnel file. Documentation of written reprimands and suspensions shall remain in the teacher's personnel file on a permanent basis. Association members shall be permitted to provide written rebuttals to items placed in their personnel file and these rebuttals shall be placed in the teacher's personnel file along with the disputed item.

ARTICLE 6 TEACHER FACILITIES

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

space, each partitioned area shall have a floor-to-ceiling partition, electric switch, blackboard, heat, intercom control, direct access to a corridor, and any moveable accessories normally part of such rooms in non-partitioned areas.

ARTICLE 7 PERSONNEL FILES

All personnel files shall be maintained in the following manner:

- A. No materials, excluding references and information obtained in the process of evaluating the teacher for employment, shall be placed in a teacher's personnel file unless the teacher has had an opportunity to read such material. A teacher may review his/her file by making an appointment with the Human Resource Office during normal business hours.
- B. The employee shall be provided with a copy of any and all materials related to discipline or performance that is to be placed in his or her personnel file. The employee shall sign said notice indicating that he or she received a copy of said item. If an employee refuses to sign to acknowledge receipt, a CTA representative shall sign indicating that the document has been received.
- C. Upon written request by the teacher, he/she shall be given access to his/her personnel file and be given the right to examine any material, except that which relates to his/her initial employment. In no instance will the teacher be allowed to remove his/her personnel file, or any material contained therein, from the Human Resource Office without the express written consent of the Superintendent or his/her designee.
- D. The teacher shall have the right to comment on any material filed in his or her personnel file (excluding references and information obtained in the process of evaluating the teacher for employment). His/her comment shall be reviewed by the Superintendent or his/her designee, and attached to the file copy of the disputed item.
- E. Upon written request to the Human Resource Office, the teacher shall be furnished with a reproduction of any material in his/her file, excluding references and information obtained in the process of evaluating the teacher for employment.
- F. Each teacher shall present to the Superintendent or his/her designee, at the commencement of each school year, any and all current active certification data and educational transcripts not already on file. Upon the receipt of information furnished by the teacher, the teacher's personnel file shall be kept up to date concerning all pertinent data required by the administration.
- G. The Superintendent or his designee shall maintain a separate and confidential medical file for all employees that shall contain any and all information directly related to the employee's health or medical history.

ARTICLE 8 TEACHER EVALUATION

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

The Committee agrees to the following timeline:

- A. The beginning of the year conference shall occur no later than the 45th day of school or within 45 days of hire. The mid-year evaluation conference shall occur no later than the 90th school day.
- B. An educator's first evaluation observation shall occur prior to the mid-year evaluation conference.
- C. The post observation meeting will take place within one (1) week of the observation.
- D. Evaluation observations will not take place the day before or after a school holiday nor the week before Winter/April Break.
- E. The final evaluation observation shall take place no later than the last day of May.
- F. The end of year conference shall take place no later than the first Friday in June.
- G. The final effectiveness rating (FER) shall be submitted no later than three (3) days before the last day of school.
- H. Student Learning Objectives (SLO's), Student Outcome Objectives (SOOs) and/or Professional Growth Goals (PGGs) shall be mutually agreed to by the educator and evaluator. If the educator and the evaluator cannot agree on the teacher's SLO/SOO/PGG, the District Evaluation Committee shall determine the measure for the educator.
- I. Those educators who scored a final effectiveness rating of highly effective (HE) shall be evaluated once every four (4) years. Those educators who scored a final effectiveness rating of effective (E) with a score of 350 or above shall be evaluated once every three (3) years. In year three (3), the educator and the building administrator will schedule a meeting, no later than May 1, to prepare for the upcoming evaluation year. The evaluation frequency for all other ratings shall be based on the current schedule followed by the school department.
- J. For those educators in a non-evaluative year, procedures for submitting and reviewing the SLOs/SOOs/PGGs (or similar type configurations) shall be mutually agreed to by the parties. The School Department shall create a uniform template to be used by those teachers in a non-evaluation year in collaboration with the union leadership.

K. Dates above can be changed by mutual agreement of the CTA President and Superintendent.

ARTICLE 9 PROTECTION

- A. As soon as possible teachers will report, in writing, to the building administrator all cases of threats or assaults suffered by them in connection with their employment.
- B. The report will be forwarded to the Superintendent and the Committee, who will comply with any reasonable request from the teacher for information in its possession relating to the incident or the persons involved, and the Committee will act in appropriate ways as liaison between the teacher, the police, and the courts. The Committee will reimburse the teacher for medical and legal costs.
- C. In any case where an individual brings a charge of assault against a teacher, the charge must first be reduced to writing and signed by the complainant. The Superintendent and/or his/her designee shall conduct an investigation and make the appropriate recommendations, if any. The teacher shall be subject to progressive discipline if said charge is substantiated through the investigation process.
 - 1. At both levels the teacher will have the right to:
 - a. Meet his/her accuser face-to-face.
 - b. Representation by the Association or its representative and/or legal counsel.
 - 2. Nothing in this article shall be construed to remove a teacher's recourse through the judicial process.
- D. On-the-Job Injury/Workers' Compensation
 - 1. Teachers shall receive the protections and benefits set forth in RIGL § 9-1-31, as amended, for injury sustained during an assault upon the teacher that occurred while the teacher was discharging their duties within the scope of their employment.
 - 2. Teachers shall be provided Workers' Compensation benefits per the Rhode Island Workers' Compensation Act of the Rhode Island General Laws (RIGL), as amended.
 - 3. Whenever a teacher receives Workers' Compensation benefits, not as a result of an assault as described in RIGL § 9-1-31, they shall receive the equivalent of their net salary. Because Workers' Compensation benefits are not subject to income tax, these benefits will likely be less than the teacher's gross salary. The teachers' employee benefits shall not be impacted while they receive Workers' Compensation. Said teacher shall receive these salary and benefits for the period of absence up to one (1) year from the date of injury. In no event shall the teacher receive compensation that exceeds his/her full salary.
 - 4. The Committee shall have the right to have the teacher examined by a physician designated by the Committee and this physician shall consult with the teacher's physician for the purpose of establishing the length of time the teacher will be absent from his or

her duties. If the Committee's physician and the teacher's physician do not agree, the opinion of an impartial physician shall be sought and the opinion of said impartial physician shall control.

5. On-the-job injury shall be defined as any injury occurring on or off school premises which occurs during the course of the performance of the teacher's duties.
 6. In the event the teacher successfully brings a cause of action against a third party as a result of said assault or injury occurring in the course of his/her employment for which they were being paid Workers' Compensation benefits, the Committee shall be entitled to recover any and all payments made in conjunction with this Article. (Subrogation Rights of the Committee)
 7. The Committee shall continue to deduct all appropriate taxes and retirement contributions from the salary paid to the teacher. The retirement deduction shall be based on the teacher's regular full salary, as long as the teacher is receiving a salary based on sick leave or other paid leave under this section.
- E. If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request the Committee furnish legal counsel to defend him/her in such proceedings. The Committee will evaluate the request and the circumstances of the assault and, if the Committee deems the case to be meritorious, shall provide an attorney. If the case is found to be without merit by the Committee, the issue of the merit of the case shall be subject to the grievance procedure.
- F. Where information is available and appropriate for distribution, teachers shall receive notification of any pupil in their classes who has physical and/or emotional issues.

ARTICLE 10 TEACHER SCHEDULES AND ASSIGNMENTS

- A. Not later than the end of the school year, or within a reasonable time thereafter depending on the circumstances, in-service teachers shall be notified of their programs and schedule for the coming school year. Such schedule will be tentative and will contain the following:
1. The school or schools the teacher is assigned;
 2. The grade level or levels the teacher is assigned;
 3. The subject or subjects and preparation level or levels; and
 4. Any special or unusual courses and assignments.
- B. Elementary Schools - Special Area Teachers
1. It will be the goal of the Cumberland School Department to establish, where scheduling and facilities allow, one designated place within each school where each Special Area Teacher may teach his/her class, as well as a schedule that allows for minimum movement between school buildings.

2. Special Area Teachers will teach no more than six (6) periods per day or be assigned to teach in more than two (2) schools per day.
 3. In arranging schedules for teachers who are assigned to more than one (1) school, an effort will be made to limit the amount of inter-school travel. Such teachers will be notified of any changes in their schedules no later than the first day of school.
 4. The Association and the Committee agree that schedules for Special Area Teachers, once set for a new year, shall not change after the first two (2) weeks of the school year in reference to the following:
 - a. Buildings assigned;
 - b. Number of buildings assigned; and
 - c. Class changes within assigned buildings.
 5. At the discretion of the Superintendent, any necessary schedule change shall be executed reasonably and in a non-arbitrary manner after consultation with the Association President.
- C. Teachers are required to attend, as soon as practical after the end of the regular workday and without additional compensation, the following staff meetings, when scheduled. These meetings will normally last approximately one (1) hour:
1. One (1) day during each month for departmental or curriculum meetings;
 2. One (1) day during each month for faculty meetings called by the building administrator at his or her discretion; and
 3. The Superintendent shall have the ability to call a special/emergency meeting of all certified staff upon notice to the Association.
- D. The parties agree that teachers should make themselves available for the purpose of giving individual help to those students who request and need it. Reasonable notice of meetings shall be given.
- E. Teachers shall be required to attend one (1) parent teacher conference day, (1) one parent teacher conference evening and two additional evening events as determined by the building administrator in consultation with the building representatives. The parent teacher conference day shall follow the professional development day schedule. The parent teacher conference evening may be scheduled outside of the typically scheduled work day. The evening meetings shall not be scheduled for more than two (2) hours in duration. Advanced notice of meetings shall be provided no later than October 1st each school year. If any problem arises between the elementary, middle and high school levels such problem shall be a matter of conference between the Association and the Superintendent. These evening meetings shall not be scheduled during the Thanksgiving week or the week preceding winter break. Only one (1) evening meeting shall be scheduled in any given week.

- F. Parent-Teacher Conferences will be scheduled by the teacher within three (3) school days of the parent's request. Whenever possible the building administrator(s) will be present at these conferences upon the request of either parent or teacher. If the building administrator(s) is/are not available, the teacher may reschedule the conference for a time when the building administrator(s) will be available. Nothing in this provision shall prohibit a building administrator(s) from calling a parent- teacher conference, provided however, that a twenty-four (24) hour notice is given to the teacher and the building administrator is present, if requested.
- G. Secondary teachers will have a duty-free lunch period of the same length as that of a secondary student (a secondary student's lunch period shall be defined as that amount of time during which a student is allowed to eat his/her lunch). Elementary teachers shall be entitled to a period of time of at least twenty (20) minutes, during which they may eat a duty-free lunch.
- H. Secondary school teachers shall ordinarily not be required to teach more than two (2) subjects nor more than three (3) preparations at any one time on a continuing basis. However, for specific courses and for specific durations set forth in writing and signed by the President of the Association and the Superintendent or his/her designee, the Association will agree to alter the limitations of this provision, when considered appropriate by agreement.
1. A subject is interpreted as a separate discipline, such as the discipline of mathematics, science, social studies, business education, physical education, etc.
 2. A preparation is interpreted as a particular level within a discipline such as Algebra 1, Trigonometry, General Mathematics, etc.
- I. The number of different rooms in which assignments occur should be kept to the minimum administratively possible. Should teachers be required to teach in more than one (1) room, these rooms will be as near to one another as possible, all circumstances considered.
- J. In rooms with specific stations (shops, typing rooms, laboratories, etc.), the number of pupils assigned to such rooms should normally not exceed the number of stations available.
- K. A teacher who wishes to leave the building during an unassigned period may do so by signing out on a register provided by the main office, indicating where or how the teacher can be reached if need for the teacher arises, and signing in at the main office upon return. Failure to sign in and out when leaving the building shall result in a written reprimand. Any additional violations of this section shall result in progressive discipline. A teacher with an unassigned last period may not use the sign in/sign out procedure to reduce the total length of daily in-school hours.
- L. All Special Area Teachers shall be given sufficient time to travel from classroom to classroom and from building to building.
- M. The official length of the teacher's school day shall not exceed six and three quarter (6 3/4) hours. The official length of the teacher's school day shall be defined as the length of time between the time the teacher is required to report and the time he/she is free to leave the school property for the day. Teachers are required to be at the location of their post no later than five (5) minutes prior to the start of the contractual day. Teachers are expected to remain at their post for a minimum of five (5) minutes at the conclusion of the contractual day.

- N. The school department shall determine the number of educators needed to supervise students before and after the contractual day and shall assign interested educators to said task. Said assignment shall not be for less than fifteen (15) minutes increments. Educators shall be paid at the hourly rate, as set in Article 21.
- O. The Committee will continue to attempt to provide substitute teachers whenever possible. The Committee will assign substitutes according to the following priorities:
1. Elementary classrooms;
 2. Elementary special area classrooms; and
 3. Secondary classrooms.
- P. Preparation/Unassigned Time
1. All certified staff shall be assigned a preparation/unassigned period. Said preparation/unassigned time shall be scheduled in the same uninterrupted block as the regularly scheduled instructional block. At the high school and middle school, the preparation/unassigned period will be the same length as the instructional period with a minimum of 50 minutes daily. At the elementary school, the preparation/unassigned time will be no less than (40) minutes daily. In addition, a minimum of three times a week, elementary teachers will be unassigned for 20 additional minutes of preparation time. If the administration changes the schedule the parties will meet to bargain the impact of that change.
 2. These periods, as well as all preparation time, shall be exclusive to other duties and apart from the teacher's lunch period.
 3. Preschool teachers who teach two (2) sessions shall have preparation time between scheduled sessions.
 4. If it becomes necessary to utilize a teacher during his or her preparation time, it is incumbent on the building administrator at each school to determine that assignment of preparation time is distributed evenly and fairly among all teachers.
 5. Teachers shall be compensated on a pro-rata basis for the loss of any portion of the preparation/unassigned block per day. Said compensation shall be Forty-five dollars (\$45.00). Elementary teachers will not be required to cover a class on a day when they have recess duty.
 6. Teaching additional class in place of a preparatory period
 - a. The parties agree that, in an ideal situation, qualified teachers would be hired into open positions. However, if the district is unable to fill positions, teachers may agree to take on a sixth (6th) class in lieu of their preparatory period and be compensated at the contractual rate of pay of the extra class (which is equal to one fifth (1/5) of the teacher's salary, payable over thirteen (13) pay periods for a one (1) semester course and one fifth (1/5) of the teacher's salary, payable over twenty six (26) pay periods for a full year course).

- b. Teachers will be offered additional classes based on seniority, certification, and when appropriate, experience, and education should be considered.
 - c. The CTA will be informed of open building positions in advance of any offer of said positions to teachers in said building with the appropriate qualifications.
 - d. The District will continue to post the open positions and make all reasonable efforts to fill them through the first marking period of the school year. The District will post the open positions as early as possible in the Spring for the upcoming school year.
 - e. This provision does not affect the prior practice of allowing teachers to teach a fifth section at the contractual rate when an additional class is available not equaling a full FTE.
- Q. Teachers will be paid at the mileage rate permitted by the Internal Revenue Service (IRS) for use of their automobiles for travel on school business or between schools during the regular school day. Payments will be made on a semi-annual basis upon the receipt of vouchers designed by the Administration.
- R. Teachers shall have three (3) business days between the official close of the marking period and the day report card grades must be submitted.
- S. Although Grade 6 is and shall remain an elementary grade level, while located in the middle school, Grade 6 teachers will be assigned the same number of teaching, coverage, and preparation periods as teachers in Grades 7 and 8
- T. Teachers will be provided with rosters of the students assigned to their rooms before their first meeting with students. It is understood by the parties that these lists may change through additions and deletions.
- U. Secondary Teachers: Teaching Periods
1. All secondary teachers (except school counselors and school nurse/teachers) shall be assigned a maximum number of teaching periods equal to one less than the number of instructional periods per day. If administration changes the schedule, e.g., block schedule, the parties will meet to bargain the impact of that change.
 2. As used here, teaching periods include Plus Block.
 3. Those educators at Cumberland High School who are named as content area leaders shall receive one (1) additional preparation/unassigned period to complete department work.
 4. Teachers at the middle level will be assigned four (4) teaching periods and a preparation period each day. The remaining period shall be assigned as common planning time, plus block, or duty. Duties will be assigned by trimester and will be assigned equitably.
 - a. If it is necessary to utilize a teacher on a non-plus block day to cover a class,

teachers should miss a duty period rather than a common planning time period whenever possible.

V. Non-Instructional Duties

1. The Committee and the Association agree to work together to ensure that a teacher's time is utilized most effectively. To this end, they agree as follows:
 - a. School Nurse/Teachers shall be required to administer eye or ear examinations.
 - b. School Nurse Teachers shall not be assigned a duty and shall report to the nurse's office upon arrival & at dismissal.
 - c. Teachers shall not drive pupils to activities which take place away from the school building.
 - d. Teacher attendance at after school social functions will be on a voluntary basis.

2. A non-instruction duty is described as the following: Hallway duty, cafeteria duty, lavatory duty, recess duty and any other reasonable duties agreed to by the Association.
 - a. Employees assigned to the high school shall be assigned seven (7) periods, including one (1) preparation period of at least fifty (50) minutes and one (1) duty period.
 - b. Employees assigned to the elementary schools shall be assigned to a total of two (2) duties per week, recess and/or bus duty. On the other three (3) days of the week, the teacher shall have a twenty (20) minute lunch and twenty (20) minutes of preparation time.
 - c. In the event a teacher has an unassigned period and a duty scheduled on the same day, the building administrator shall have discretion in the scheduling of these periods, provided the teacher receives their preparation/unassigned block each day and the educator is provided with at least twenty four (24) hour notice.
 - d. High School Special Education teachers will not be assigned to a duty. Instead, this unassigned period will be used for meetings, testing, and case management responsibilities. Other preparation periods will be used to develop instructional resources for co-taught classes and academic enrichment periods.

W. Class Coverage

The Committee and the Association recognize that teachers will be called upon to provide class coverage when the classroom teacher is not present in their class. Administration will utilize teachers in this capacity only when necessary. Class coverage shall not be assigned as just a non-instructional duty, but rather, administration shall make reasonable effort to assign class coverages in an equitable manner across the membership within that school. Teachers shall only be compensated for class coverage when asked to do so during their preparation period.

X. Common Planning Time

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

Y. Performance-Seniority-Experience (PSE) Matrix

1. Displacements

- a. Any tenured educator who shall be displaced from their current position shall be notified by the Human Resource Office in writing of this displacement. Displacements occur due to a variety of circumstances (budget, enrollment, etc.), however a displaced educator retains a position within the school department. Displacements shall occur prior to the posting of open positions and the beginning of the Performance-Seniority-Experience (PSE) matrix.
- b. Any tenured educator who has been displaced will participate in a preliminary round of the PSE matrix. This round shall occur prior to the recall of non-renewals or placement of displaced non-tenured educators. If there is an open position in which the displaced educator is certified, he or she may submit a Google Form for the open position or be permitted to select a position, in their certification, currently being held by a non-tenured educator.
- c. If a tenured educator leaves a permanent position for a one (1) year only position, they are not able to participate in the preliminary round of the (PSE) matrix.

2. Open Positions/Voluntary Transfers

- a. The School Department will advertise all positions to invite internal applicants. The postings will set forth, at the minimum:
 - (1) certification and requirements, including any specialized training or particular skills, required or preferred for the position; and
 - (2) a clear deadline for the submission of applications and application materials.
- b. All postings will remain open for a minimum of three (3) calendar days, (weekend counting as one (1) calendar day), unless otherwise agreed to by the parties.
- c. Educators who desire a change in building and/or grade and/or subject assignment shall complete the Google form posted by the Human Resource Office during the posting period. If the educator lists more than one (1) desired position, he or she shall indicate the order of preference.

- d. All applicants will be initially screened to ensure candidates meet the eligibility requirements. This screening will typically be performed by the Human Resource Office, or by a designee of that office.
- e. Assignments to open positions and voluntary transfers shall be based upon the Performance-Seniority-Experience (PSE) Matrix, see Appendix A, with the position awarded to the member with the highest PSE Score.
- f. The preliminary round of the PSE matrix will place any educator who has been displaced from his or her position. The following rounds shall include non-tenured educators who have been recalled. The school department shall recall as many non-tenured educators as possible, given budgetary, enrollment and job performance concerns, so the most number of non-tenured educators are able to participate in the PSE matrix.
- g. Where two (2) or more applicants have the same PSE score, ties shall be broken in joint consultation between the Superintendent and the CTA President. In all circumstances, the Superintendent, or his or her designee, will recommend to the School Committee the applicant for the position.
- h. After the aforementioned process, the School Department will advertise all new and unfilled open positions and invite external applicants to apply.

3. Involuntary Transfer

- a. The Superintendent shall have the right to involuntarily transfer any employee in the best interest of the students and/or school. No teacher shall be transferred involuntarily without good and just cause.
- b. Whenever possible, notice of involuntary transfer shall be given to the teacher not less than thirty (30) days prior to the effective date of such transfer. When an involuntary transfer could occur, volunteers with the appropriate certification in the affected subject area may apply for consideration. Whenever possible, involuntary transfers shall not be for more than a year. Whenever possible, the same teacher will not be involuntarily transferred in consecutive school years.
- c. In the event that a teacher is involuntarily transferred after they have set up their classroom or teaching space, they will be provided with paid time to dismantle their current teaching space and set up their new teaching space. They will be paid professional development rate for up to ten (10) hours for this time. Compensation will also be provided for any classroom materials that have to be replaced due to the change of assignment.

4. Non-Renewals/Dismissals

- a. In the event of layoff, employees shall be laid off based on one (1) or more of the

following criteria: non tenured, program elimination, financial exigency and/or mutual consent of the union leadership and the Superintendent. In accordance with the above, the Superintendent retains the right to consult with the District Administrative team to determine which staff members will be most effective in meeting student needs based on the above-stated criteria. Notice shall be provided to employees as prescribed by R.I.G.L. § 16-13-2, as it may be amended from time to time.

- b. At all times, the District maintains its right not to renew non-tenured teachers based upon a good-faith assessment by Administration that better teachers are available. Reductions in force will take certification, qualifications, and final effectiveness rating into account.
- c. Suspensions of staff due to a decrease in school population will be made in accordance with R.I.G.L. §16-13-6.
- d. If a non-tenured educator is not recalled by the beginning of the following school year, that educator shall be treated as a non-renewal and his or her teaching contract shall expire.

5. Recalls

- a. In the event of recall, the recall shall be determined by the Superintendent, after having consulted with union leadership, using the (PSE) matrix. If a tenured teacher is not recalled by the beginning of the following school year, that educator shall be placed on a recall list for a period of two (2) years and be recalled in the event any position opens during the school year.

6. Recall of Non-Renewal/Dismissals

- a. In the event of the recall of non-renewal, the recall shall be determined by the Superintendent, after having consulted with union leadership, using the (PSE) matrix. Recall of non-renewals shall take place after all displaced educators have selected a position.
- b. In the event of the recall of dismissal, the recall shall be determined by the Committee on the recommendation of the Superintendent, after having consulted with union leadership, using seniority and certification.

Z. FLSA PUMP for Nursing Mothers Act

- 1. The Cumberland School Committee shall provide, as described below, a reasonable break time for an employee to express breast milk for such employee's nursing child for 1 year after the child's birth each time such employee has need to express the milk.
- 2. Each school shall provide a pumping area that is:
 - a. A designated pumping space that shall not be a bathroom, which space shall be the exclusive location for pumping at that school.

- b. The space shall be clean, with a locking door, furnished with a comfortable chair, small table, and a mini refrigerator.
 - c. The space does not have to be exclusively used for pumping, but it must be available when an employee needs to use it for pumping. The refrigerator shall be exclusive for breast milk storage.
3. Each school shall provide two pumping sessions each day:
- a. The building Administration shall provide class coverage for a reasonable period of time that permits an employee to pump for twenty minutes for one of the pumping sessions. The pumping session for which class coverage shall be provided shall be as far removed temporarily from the nursing employee's prep period as practicable.
 - b. The other pumping session shall take place during the nursing employee's prep/unassigned period and the building administration shall not assign class coverage to the nursing employee during this pumping session.
 - c. If a nursing employee chooses to utilize only one pumping session, it shall be the pumping session for which the building administration shall provide class coverage.

ARTICLE 11
POSITIONS IN SUMMER SCHOOL, UNDER FEDERAL PROGRAMS, AND
EXTRACURRICULAR ACTIVITIES

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

ARTICLE 12
TEACHING MATERIALS AND SUPPLIES

- A. Any and all changes in textbooks shall be made by the Assistant Superintendent's office with input from the District Curriculum Committee.
- B. The Committee will provide sufficient curricula resources and supplies, as needed, for the school system.
- C. In courses where textbooks are required, the Committee shall provide sufficient textbooks to ensure that each pupil shall have access to a textbook.
- D. The school department will provide professional development when new curricula and/or other changes in practice are made, including for the adoption of smart boards.

ARTICLE 13
CLASS SIZE

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

- A. The regular class size for elementary schools by grade and in a building will be as follows:
 - 1. Pre-School -- 15 students scheduled per session, per day.
 - 2. K to 2 -- 23
 - 3. 3 to 5 -- 25

If the CTA identifies a staffing issue that a member believes creates a student safety issue in a program, the Superintendent shall meet with the CTA to discuss and consider the concerns. The Superintendent shall not be required to take any action as a result of the meeting.

- B. Secondary class size (6-12) shall be twenty-seven (27) students with a maximum teacher daily enrollment of one hundred thirty-five (135) students. Level 1 middle school mathematics classes shall not exceed nineteen (19) students.
- C. The maximum caseload for resource teachers will be thirty (30) students.
 - 1. A special educator at the high school will be assigned four (4) teaching periods on four (4) days of a (7) day cycle and three (3) teaching periods on the other three (3) days of the seven (7) day cycle. Should the high school schedule change during this agreement, the parties will adjust teacher assignments to the new cycle in the schedule.
 - 2. Special Educators at the middle schools will be assigned five (5) periods per day with no more than three (3) coverage periods per seven (7) day cycle.

- D. In no case will a teacher be assigned more than two (2) students above the class size maximum.
- E. Excess students will be equitably distributed among the teachers at grade level whenever feasible.
- F. Teachers shall be compensated for any student who exceeds the class sizes as outlined in Article 13A and 13B. The final class load shall be established no later than three (3) weeks from the first day of school, or start of the semester at the secondary level. If the educator's class load still exceeds the class sizes, they shall be compensated from the first day the student was enrolled in their class. Said calculation shall be determined as follows: Teacher Step (Salary) divided by Instructional Days (180) divided by Maximum Caseload (135) multiplied by number of days student is enrolled in class. The electronic form shall be returned to the Human Resource Office at the end of each semester. Compensation for said excess class size shall be made in June of each school year, as said compensation is pensionable. For educators in special areas, who have classes that do not meet on a daily rotation, the payment shall be prorated to reflect the number of days that the student is enrolled in that educator's class.
- G. The Committee and the Association agree that providing for the mental health needs of students and addressing disruptive behavior is vital to a productive and safe learning environment. While there are no explicit practices and procedures regarding student mental health and behaviors outlined in this contract, the parties are committed to maintaining a safe and productive learning and working environment in accordance with applicable laws, regulations, and best practices. The Committee will regularly review policies and practices with regards to student mental health and behavior to ensure education services are delivered in a manner that promotes student success, supports teacher effectiveness, and fosters a positive learning environment.
- H. The Committee and the Association acknowledge the importance of providing appropriate support and resources to ensure that special education services are delivered effectively. While there is no explicit caseload cap outlined in this contract, the Committee is committed to maintaining manageable caseloads for special education teachers in accordance with applicable laws, regulations, and best practices. Special education caseloads will be determined based on factors such as the types and severity of disabilities served, individual student needs, available resources, and staffing ratios. The Committee will strive to balance caseload sizes to allow teachers to effectively meet the needs of their students, provide high-quality instruction, and comply with legal requirements, including the Individuals with Disabilities Education Act (IDEA) and Rhode Island Special Education Regulations. The Committee will regularly review caseload assignments and staffing levels to ensure that special education services are delivered in a manner that promotes student success, supports teacher effectiveness, and fosters a positive learning environment.

ARTICLE 14 SCHOOL CALENDAR

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

- A. For the 2024-2-25 school year, the calendar shall consist of one hundred and eighty (180)

instructional days, one (1) orientation day, and three (3) professional development days scheduled throughout the year.

- B. For the 2025-2026 school year, the calendar shall consist of one hundred and eighty (180) instructional days, one (1) orientation day, and three (3) professional development days scheduled throughout the year.
- C. For the 2026-2027 school year, the calendar shall consist of one hundred and eighty (180) instructional days, one (1) orientation day, and three (3) professional development days scheduled throughout the year.
- D. Orientation day shall be defined as a full day of work, with no more than three (3) hours of scheduled activity by the building administrator.

ARTICLE 15 LEAVES OF ABSENCE

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

A. SICK LEAVE

- 1. Teachers shall be entitled to ten (10) sick days with full pay each school year as of the first official day of said school year whether or not they report for duty on that day.
- 2. Teachers may use sick days for personal illness or illness in their immediate family (father, mother, brother, sister, son, daughter, husband, wife, domestic partner, or other relatives with whom the teacher may then be living.)
- 3. Teachers shall be required to provide a doctor's note to the Human Resource Office after expending three (3) consecutive sick days.
- 4. Sick leave may be accumulated from year to year up to a maximum of one hundred eighty (180) school days.
- 5. For the purpose of computing sick leave, teachers shall be credited with all sick leave accrued prior to the effective date of this agreement, subject to a maximum of one hundred eighty (180) school days. Once the maximum has been accrued, the teacher shall not accumulate any additional sick time.
- 6. Utilization of sick leave shall not cause a teacher to lose an increment or increments in the salary schedule.

7. A teacher shall be required to produce a doctor's note, within three (3) business days of returning from sick leave, when utilizing a sick day before or after a holiday or school vacation. Failure to produce a medical note within 3 business days of returning will result in the sick day reverting to an unpaid day.
8. A teacher who provides notice of retirement, in writing, to the Cumberland School Department, no later than March 1 of the year of said retirement, and who has at least fifteen (15) years of teaching service in the Cumberland School Department, will be paid for up to one hundred twenty (120) days of their total accumulated sick leave at a rate of sixty-five (65) dollars per day. For purposes of this section "retirement" shall mean the teacher is eligible for retirement benefits under the State of Rhode Island Retirement System (ERSRI).
9. The Committee agrees to create a Family Sick Bank for those employees who need additional sick leave due to the illness of a family member who resides in their household. Upon application to the Superintendent and/or his/her designee, the employee may be entitled to receive up to an additional four (4) days of sick leave once they have exhausted their accrued time.

B. SICK BANK

1. Each teacher shall be given an enrollment form for the CTA Sick Bank and must return that form within ten (10) school days of their date of hire. The teacher shall contribute two (2) sick leave days to the Sick Leave Bank upon enrollment.
2. Only teachers who contribute to the Sick Leave Bank are eligible to apply for benefits.
3. If the sick bank goes above one thousand (1,000) days, only new members shall contribute.
4. If the sick bank falls below one thousand (1,000) days, all members shall contribute one (1) day per year.

C. Sick Leave Bank Committee

1. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members:
 - a. Two (2) members shall be appointed by the President of the Association;
 - b. Two (2) members shall be appointed by the Superintendent; and
 - c. The fifth member shall be the school physician who shall vote only in the case of a tie.
2. Sick Leave Committee shall determine:
 - a. individual eligibility for the use of said bank; and

- b. the amount of leave to be granted.
3. All decisions of the Sick Leave Bank shall require a majority vote.
4. Decisions of the Sick Leave Committee shall be final and binding upon the employee and are not subject to appeal or to the grievance procedure.
5. Sick Leave Committee, in administering said Sick Leave Bank, may use such data and criteria as it may deem to be necessary to enable it to make its decisions on an application for sick leave benefits under this provision, including, but not limited to:
 - a. Adequate medical evidence of major illness or accident submitted by the applicant's physician;
 - b. Prior utilization of eligible sick leave by the applicant;
 - c. Physical examination of the application by a physician of his/her own choice, at the expense of the applicant;
 - d. The number of available days in the bank and other applications for grants therefrom.
6. In a case of a major illness or accident, said bank may be charged for sick leave required beyond the accumulated sick leave held by participating teacher-application and such charge shall commence only after the teacher-applicant's individually accumulated sick leave is reduced to a maximum of three (3) days.
7. The initial grant of sick leave by the Sick Leave Committee to an eligible teacher shall not exceed thirty (30) days. The Superintendent or his/her designee shall notify the Association each time an additional thirty (30) days has been extended to the employee.
8. Upon the completion of the thirty (30) days, the period of entitlement may be extended by the Sick Leave Committee upon demonstration of need by the applicant.
9. In the event that a teacher receives sick leave from said Bank that extends to the end of a school year, such teacher must reapply to the Sick Leave Committee for the ensuing school year in order to be considered for benefits.
10. Any teacher who withdraws from the Sick Leave Bank will not be permitted to withdraw his/her contributed days or re-enter the Sick Leave Bank.
11. Any and all unused days which remain in the Sick Leave Bank on June 30 of any school year shall be carried over to the successive school year.
12. In no event shall the charge to the Sick Leave Bank, on account of any one (1) illness/injury of any one (1) applicant, exceed one hundred eighty-five (185) days.
13. Two (2) times per year, at the same time as the publication of the seniority list, the Association President shall be given a copy of the Sick Bank Participants List and the number of days remaining in said Sick Leave Bank at that time.

D. ABSENCE DUE TO DEATHS AND FUNERALS

1. In arriving at agreement on bereavement leave, the parties intent and expectation is that members will take the bereavement leave recognized herein within 14 calendar days immediately following the death. However, the parties agree that the bereavement leave contemplated within this section may be taken within three months of the death. If any portion of the leave is to take place beyond 14 calendar days, the member may be required to provide the Superintendent or designee with information concerning the circumstances upon request. All members shall be required to provide the name and relationship of the deceased on the required form when requesting bereavement leave. The member shall, as soon as practicable, advise the Superintendent or designee of their planned use of any bereavement time contained within this section. The Superintendent retains the right to address any abuses of the flexibility contemplated by this section.
2. In case of death in the immediate family of the member (parent, sibling, child, spouse, or any blood relative with whom the member may then be living), the member shall be allowed up to five (5) school days with full pay to bereave the loss and/or attend services for the deceased. If the death occurs during the summer recess for ten month employees, a decision about whether to grant bereavement leave, or a portion thereof, shall be at the discretion of the Superintendent, whose decision shall not be grievable.
3. In the case of the death of relatives by marriage or a blood relative who is not then living with the member, the member shall be allowed the day of the funeral with full pay. If the death occurs during the summer recess for ten month employees, a decision about whether to grant bereavement leave, or a portion thereof, shall be at the discretion of the Superintendent, whose decision shall not be grievable.
4. In the case of a parent-in-law or grandparent, the member may have two (2) consecutive days to be taken on or before the day of the funeral with full pay. If the death occurs during the summer recess for ten month employees, a decision about whether to grant bereavement leave, or a portion thereof, shall be at the discretion of the Superintendent, whose decision shall not be grievable.
5. Bereavement leave is not applicable when the member is on paid or unpaid leave.
6. In circumstances where travel will result in a member exceeding the time allotted above, e.g., travel to a foreign destination, additional leave without pay may be granted upon request at the discretion of the Superintendent, whose decision shall not be grievable.
7. The Superintendent may consider bereavement leave that falls outside the leave provided in this section upon request on a case-by-case basis. The Superintendent's decision on the request shall be final and shall not be grievable.
8. At the end of this Agreement's term, the language of this section shall revert back to the language contained in the parties' 2021 – 2024 collective bargaining agreement unless there is agreement to continue with the practice outlined herein.

E. LEAVES FOR MILITARY TRAINING

1. When requested, the Committee shall grant a teacher a military leave of absence for training not to exceed ten (10) school days. Said employees will be paid the difference between their base salary and their military pay for the period of said leave. The teacher shall provide a copy of a letter from the Commanding Officer of the teacher's unit to the Superintendent indicating that training is required on the dates requested.
2. It is understood that the Committee's obligation under this Article is limited to days of training which must be served by the teacher on days when school is in session. Teachers shall present satisfactory evidence that their military obligation cannot be satisfied on days when school is not in session.

F. RELIGIOUS HOLIDAYS OR OTHER TEMPORARY LEAVES OF ABSENCE

1. Requests for absence permission because of any religious holidays shall be submitted to the Superintendent or his/her designee on the required form in advance.
2. Teachers may be allowed additional unpaid time off for other personal reasons when such requests are considered valid by the Superintendent.

G. JURY DUTY

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

H. PERSONAL BUSINESS DAY

1. Three (3) days shall be allowed for personal business except as herein provided.
2. The educator shall provide at least two (2) days advance notice of personal leave requests to the Superintendent, or his/her designee, if the teacher intends to take two personal days in succession.
3. The educator shall provide fourteen (14) days advance notice of personal leave requests to the Superintendent, or his/her designee, if the teacher intends to take three personal days in succession.
4. Requests for personal days for a day immediately following or preceding a school vacation, holiday, professional development day or Election Day shall be requested in writing to the Superintendent or his/her designee no later than fourteen (14) calendar days before the day(s) to be taken; provided, however, that no more than five percent (5%) of the membership may have any one (1) day. Days will be assigned on a first come,

first served basis. Seniority will be the determining factor as the deadline approaches and the number of requests shall exceed five percent (5%).

5. Such Personal Day request must be made to the Human Resource Office. A request made after the deadline will not be honored unless requested on an emergency basis.
6. Any personal business day remaining at the end of the school year shall be converted to sick days, except for one (1) personal business day, which can be added to the educator's personal day balance. At no time can an educator carry more than four personal business days in any year.

I. PARENTAL LEAVE

Upon the birth or adoption of a child/children, an educator shall be eligible for four (4) weeks of paid maternity /paternity leave. The leave must be taken on consecutive school days and the first day of said leave shall begin within thirty (30) calendar days of the birth/adoption of the child.

J. INCLEMENT WEATHER LEAVE

In the event that students are dismissed early due to weather, teachers will be dismissed once students have left the building. There will be no reduction in teacher pay.

ARTICLE 16 LONG-TERM LEAVES OF ABSENCE

A. TEACHER-EXCHANGE PROGRAM

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

B. LEAVES FOR PEACE CORPS AND VISTA

1. A leave of absence, without pay, of up to two (2) years will be granted to teachers who join the Peace Corps or VISTA, are full time participants in any such program and who have completed at least three (3) years of employment in the Cumberland School System.
2. Upon return from such a leave, a teacher will be considered as if he/she were actively

employed by the Committee during the leave, and will be placed on the step of the salary schedule he/she would have achieved if he/she had not been on leave.

C. MILITARY LEAVE.

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

D. FAMILY MEDICAL LEAVE ACT (FMLA)/RHODE ISLAND PARENTAL AND FAMILY MEDICAL LEAVE ACT.

Pursuant to both state and federal statutes, the employee is entitled to receive up to twelve (12) weeks annually, or thirteen (13) weeks every two (2) years, of unpaid leave for an eligible illness or injury, such as the birth of a child..

E. UNPAID LEAVE OF ABSENCE:

1. Leave shall be for a period of up to one (1) year school and shall be without pay. Effective upon ratification, an unpaid leave shall not be granted for employment in another public or private school.
2. The teacher shall be afforded the opportunity to continue in the Group Health Insurance plan in accordance with prevailing law- unless the teacher takes the leave of absence for another opportunity that offers health insurance. The employee shall be required to continue to pay the co-share to continue insurance.
3. The teacher who elects to take leave must notify the Committee, in writing, at least thirty (30) days before commencement of the leave and must return at the beginning of the following school year.
4. In the event the teacher's leave would result in a mid-year return, the approval of leave shall require that the teacher return in the school year commencing the second September after the start of leave.
5. All unused benefits accrued prior to said leave shall be credited to the teacher.
6. The thirty (30) day notice provision before commencement of the leave will be waived in cases of adoption when time does not permit compliance.
7. All seniority benefits to which a teacher was entitled at the time his/her leave of absence commenced will continue to him/her upon his/her return.
8. All requests for leaves will be submitted in writing by the teacher and will be granted in writing by the Committee.
9. Upon return from unpaid leave, he/she shall be placed in the position he/she left, if available, or a comparable position.

ARTICLE 17
GRIEVANCE PROCEDURE

- A. Definition: A grievance shall mean a claim by a teacher or teachers, the Association, or the Committee that there has been a violation, misinterpretation, or inequitable application of the provisions of the Agreement.
- B. Purpose: The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time, affecting the interpretation or application of this Agreement. Both parties agree that grievance procedures will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties agree that this procedure shall be the exclusive remedy for the resolution of grievances as defined herein.
- C. General Procedures:
1. The Association shall represent all members in grievances through Level 3.
 2. Only the Association has the authority to file a grievance beyond Level 1.
 3. The teacher may appear on his/her own behalf or he/she may be represented by an Association representative or a private attorney at the teacher's own expense up through Level 3.
 4. The Association shall have the sole right to proceed to Level 4, Arbitration.
 5. Nothing herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
 6. The parties agree to make available to each other, upon request, statistics and records which are relevant to the grievance.
 7. All grievances will be identified by the coding system developed cooperatively between the Cumberland School Department and the Association.
- D. A Grievance shall be handled in the following order or manner:
1. LEVEL ONE. A teacher with a grievance shall first discuss it with his/her immediate supervisor or his/her building administrator with the objective of resolving the matter informally. The building administrator's written disposition shall be returned to the teacher within seven (7) school days of the presentation.
 2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance, he/she may file the grievance in writing with the Chairperson of the Association's Committee on Professional Rights and Responsibilities

(hereinafter referred to as the PR & R Committee) within five school days after the decision at Level One or ten (10) school days after the grievance has been presented, whichever is sooner.

- a. Within five (5) school days after receiving the written grievance, the PR&R Committee will refer it to the Superintendent, or his/her designee.
 - b. The Superintendent, or his/her designee, shall grant a hearing to the aggrieved and return his/her written disposition within seven (7) days of the presentation of the grievance.
 1. If the teacher does not file a grievance in writing with the Chairperson of the PR&R Committee and the written grievance is not forwarded to the Superintendent, or his/her designee, within ten (10) school days after the teacher knew, or should have known, of the act or condition on which the grievance is based, then the grievance will be considered as waived.
 2. A dispute as to whether a grievance has been waived under this paragraph will be subject to appeal pursuant to Level Four.
3. LEVEL THREE. All grievances which are not disposed of in Level One and/or Level Two shall, if requested in writing, be heard by the Committee or a subcommittee of the Committee at the first Committee meeting each month or within twenty-one (21) calendar days upon receipt of such request.
- a. To the extent possible, all grievance hearings shall be scheduled in executive session before a regularly scheduled Committee meeting, or before a special meeting.
 - b. The Committee shall grant a hearing to the aggrieved and his/her representative in Executive Session and return its disposition within ten (10) school days of the presentation.
 - c. If not resolved to the satisfaction of either party, it may be submitted to arbitration within thirty (30) calendar days of receipt of the Level Three disposition.
4. LEVEL FOUR. In the event a satisfactory settlement is not reached in Level One, Level Two, or Level Three, the grievance shall, if requested in writing after the completion of Level Three, be disposed of by binding arbitration or the Rhode Island Department of Education (RIDE), if agreeable by the parties, in the following manner:
- a. The Association or the Committee shall, after notifying the other, refer the matter to the American Arbitration Association within thirty (30) calendar days of receipt of the Level Three disposition.
 - b. Upon a demand for arbitration by the Association, the NEARI UniServe Director for the Association shall indicate the nature of the grievance by caption which will appear on the Committees' monthly agenda. The caption which describes the grievance will be subject to the approval of the Superintendent and

the President of the Association.

- c. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules.
- d. As an alternative, the parties may choose to utilize the Labor Relations Connection. In that event, the arbitrator shall be selected by said Labor Relations Connection in accordance with its rules.
- e. The arbitrator shall not be empowered to make any decision amending, modifying, adding to or subtracting from the provisions of this Agreement.
- f. The Committee and the Association shall share equally the expense of arbitration.

E. General Provisions

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

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

ARTICLE 18 INSURANCE & OTHER BENEFITS

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

1. Preferred Provider Organization (PPO)
 - a. The Committee shall provide a PPO plan, which shall be the standard health insurance plan offered to members of the bargaining unit.
 - b. The PPO plan shall contain in and out of network benefits.
 - c. A summary of benefits for said PPO plan shall be appended hereto (Appendix B) and incorporated herein. Additionally, a summary description of said PPO plan shall be available through the Human Resource Office

2. Open enrollment shall occur between September 1 and September 30 of each year.
3. Co-Share. The teachers shall pay a twenty percent (20%) co-share for their health insurance.
4. Co-Payments. The teachers shall be responsible for the following co-payments for medical services:

a. Prescriptions:	Tier 1:	\$10.00
	Tier 2:	\$50.00
	Tier 3:	\$75.00
	Tier 4:	\$200.00

b. Services:	Primary Care:	\$15.00
	Specialists:	\$25.00
	Urgent Care:	\$50.00
	Emergency Room:	\$100.00

- c. Deductible: Teachers shall pay a Five Hundred Dollar (\$500.00) deductible per individual and One Thousand Dollar (\$1,000.00) per family.

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

C. Dental. Subject to R.I.G.L. §28-7-49, the Committee shall provide each employee with a dental plan with substantially equivalent benefits and network to those existing on the date of execution of this Agreement. Delta Dental will be provided for dependents until the age of 26.

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

D. Term Life Insurance. The Committee shall provide a term life insurance benefit for each teacher in the amount of Thirty-Five Thousand Hundred Dollars (\$35,000.00) at no cost to the employee. Upon retirement, the retiree will be able to maintain his/her life insurance through the Cumberland School Department at a premium equal to the system's premium for employed teachers.

E. The district will provide teachers with the opportunity to purchase short-term and long-term

disability insurance through payroll deduction. The CTA and the committee will work together to select coverage plans.

F. Buy Back

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

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

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

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

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

K. The Committee shall offer employees a voluntary vision plan as outlined in Appendix D.

**ARTICLE 19
TEACHERS' SALARIES**

A. Beginning in the first pay period of the 2024-2025 school year, the following salary schedule shall apply:

Step 1 – 49,326	Step 6 – 65,905
Step 2 – 52,603	Step 7 – 69,302
Step 3 – 55,403	Step 8 – 76,437
Step 4 – 58,600	Step 9 – 78,353
Step 5 – 62,508	Step 10 – 91,352

B. Beginning in the first pay period of the 2025-2026 school year, a three (3) percent raise shall be applied for step 10 & a one (1) percent raise shall be applied for steps 1-9, which is reflected in the following salary schedule:

Step 1 – 49,820	Step 6 – 66,564
Step 2 – 53,129	Step 7 – 69,995
Step 3 – 55,957	Step 8 – 77,201
Step 4 – 59,186	Step 9 – 79,136
Step 5 – 63,133	Step 10 – 94,092

C. Beginning in the first pay period of the 2026-2027 school year, a four (4) percent raise shall be applied for step 10 & a one (1) percent raise shall be applied for steps 1-9, which is reflected in the following salary schedule:

Step 1 – 50,318	Step 6 – 67,229
Step 2 – 53,660	Step 7 – 70,695
Step 3 – 56,516	Step 8 – 77,973
Step 4 – 59,778	Step 9 – 79,928
Step 5 – 63,764	Step 10 – 97,856

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

E. Advanced Lanes.

1. The Committee shall pay the following advanced lanes to Bargaining unit members hired prior to the 2016-2017 school year:

- a. Master's Degree: \$2,500
- b. CAGS: \$4,000
- c. National Board Cert. \$4,500
- d. Doctorate: \$5,000

2. Beginning in the 2024-2025 school year, the Committee shall pay the following advanced lanes to bargaining unit members hired beginning in the 2016-2017 school year (or who received an advanced degree beginning in the 2016-2017 school year) who have an advanced lane degree in their area of certification or in an area of professional advancement in education:

- a. Master's Degree: \$2,500
- b. CAGS: \$3,000
- c. National Board Cert. \$3,500
- d. Doctorate: \$4,000

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

4. The member will have ten (10) school days from the start of the school year to notify the Human Resources Department for consideration of advanced lane payment through the appropriate form.

F. SCHOOL COUNSELORS. School Counselors shall follow the school calendar and, on an as needed basis, at the discretion of the building administrator or the Superintendent or his/her designee, work the following allowance of days between the close of the year and the beginning of the following year:

- a. High School: 10 days
- b. Middle School: 5 days
- c. Elementary: 2 days at each school assigned

On or before June 1, the building administrator will work with the counselors at their school when determining the schedule of days for that summer. School Counselors shall be compensated at their daily rate for the number of days worked before and after the school year. In no circumstance shall a School Counselor be required to work more than the allowance of days above outside of the school year but may do so on a voluntary basis at their daily rate of pay and with the approval of their building administrator and Superintendent.

G. All stipend positions shall be listed in the appendix and include job title, duties and commensurate salary.

H. Effective September 1, 2021, all CTA staff shall be on Direct Deposit Payroll. If a member needs an exemption from this requirement, he/she shall contact human resources to determine an alternative delivery method for payroll.

I. VERIFICATION OF ACCURACY OF PAYCHECK

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

J. Teachers who are asked to work outside of the contractual school year will be paid at their per diem rate

K. The per diem hourly rate shall be calculated by dividing the teacher's annual compensation, including advanced lanes, by 1,249 hours (185 days/year x 6.75 hours/day).

**ARTICLE 20
DISTRICT CURRICULUM COMMITTEE**

When a new curriculum needs to be selected and implemented, a committee will be established. The committee will include the Assistant Superintendent, Curriculum Coordinators, and grade-level educators. The committee will participate in the curriculum selection process. Each CTA member will be paid if meetings and/or planning occur outside the contractual school day. CTA members will be paid the curriculum rate. The district and the CTA Association will share the curriculum cost equally.

**ARTICLE 21
PROFESSIONAL DEVELOPMENT**

- A. On an as-needed basis the Cumberland School Department will offer, sponsor, or fund courses, workshops, or training sessions in professional development.
- B. Teachers who participate in sessions, which are mandated by the Cumberland School Department or sponsored by the Cumberland School Department, that occur outside the hours or the school day or the official school calendar will be compensated for professional training at the rate of Forty-five Dollars (\$45.00) per hour.
- C. Facilitators of these professional development programs shall receive Sixty Dollars (\$60.00) per hour.

**ARTICLE 22
MENTORING**

- A. A mentoring program, approved by the School Committee, shall be provided for all non-tenured teachers. Participation by mentees is voluntary for purposes of their professional growth and shall not involve compensation to the mentee. The School Committee shall be required to fund the mentor program each year for payment to mentors.
- B. A committee, made up of the Superintendent or his/her designee, the HR Manager, the Association President and Vice president, shall review the mentor program each year.
- C. The mentor program shall be presented prior to the start of the school year to the members.
- D. The program shall not exceed eighteen (18) mentors and the caseload shall not exceed 4 mentees.
- E. Mentors shall be selected by the Superintendent or his/her designee and the building principal based on needs of the building each year.
- F. Mentors and mentees shall sign a contract specifically detailing the expectations.
- G. The mentor stipend shall be \$500 per mentee.
- H. There will be no payment for loss of prep during mentor/mentee meetings.

**ARTICLE 23
DURATION**

This agreement shall be effective for a term of three (3) years, beginning September 1, 2024 and expiring on August 31, 2027.

**ARTICLE 24
CONCLUSION**

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

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

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

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

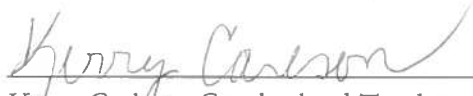
This Agreement shall not be altered, amended, modified or changed except in writing and signed by both the Committee and the Association. These writings shall be appended heretofore and become a part hereof.

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

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

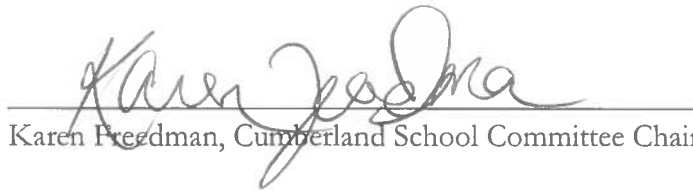
IN WITNESS WHEREOF, the parties hereto have executed this agreement on this 24th day of October, 2024

CUMBERLAND TEACHERS' ASSOCIATION



Kerry Carlson, Cumberland Teachers Association President

CUMBERLAND SCHOOL COMMITTEE



Karen Freedman, Cumberland School Committee Chair

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Appendix A

Performance-Seniority-Experience (PSE) Matrix


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

Appendix B

Summary of Benefits for Health Coverage

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
Blue Cross & Blue Shield of Rhode Island: HealthMate Coast to Coast

Coverage Period: 07/01/2023 - 06/30/2024
Coverage for: See below **Plan Type:** PPO

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-639-2227 or (401) 459-5000 or TDD 711 or visit us at www.BCBSRI.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-639-2227 or TDD 711 to request a copy.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	For In Network providers \$500 for an individual plan / \$1000 for a family plan. For Out-of-Network providers \$500 for an individual plan / \$1000 for a family plan.	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Doesn't apply to preventive services, services with a fixed dollar copay, prescription drugs, diagnostic testing, imaging services and outpatient mental health services.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain preventive services without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet deductible for specific services.
What is the out-of-pocket limit for this plan?	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 in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	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> .
Will you pay less if you use a network provider?	Yes. See www.BCBSRI.com or call 1-800-639-2227 or (401) 459-5000 for a list of <u>network providers</u> .	This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a referral.



• All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay; deductible does not apply per visit	\$15 copay plus 20% coinsurance per visit	None
	Specialist visit	\$25 copay; deductible does not apply per visit	\$25 copay plus 20% coinsurance per visit	Chiropractic Services are limited to 12 visit(s) per year
	Preventive care/screening/immunization	No Charge; deductible does not apply	\$25 copay plus 20% coinsurance	Member liability for Out-of-Network is based on services received; You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. 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; deductible does not apply	20% coinsurance	Preauthorization is recommended for certain services
	Imaging (CT/PET scans, MRIs)	No Charge; deductible does not apply	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.BCBSRI.com .	Tier 1 generally low cost generic drugs	\$10 copay; deductible does not apply per prescription (retail) \$25 copay; deductible does not apply per prescription (mail-order)	Not Covered	No charge for certain preventive drugs; Preauthorization is required for certain drugs; Infertility drugs: 20% coinsurance; deductible does not apply
	Tier 2 generally high cost generic and preferred brand name drugs	\$50 copay; deductible does not apply per prescription (retail) \$125 copay; deductible does not apply per prescription (mail-order)	Not Covered	
	Tier 3 non-preferred brand name drugs	\$75 copay; deductible does not apply per prescription (retail) \$187.50 copay; deductible does not apply per prescription (mail-order)	Not Covered	
	Tier 4 specialty prescription drugs	\$200 copay; deductible does not apply per prescription (Specialty pharmacy)	50% coinsurance; deductible does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% coinsurance	Preauthorization is recommended; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fees	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$100 copay; deductible does not apply per visit	\$100 copay; deductible does not apply per visit	Emergency room: Copay waived if admitted; Urgent care: Applies to the visit only. If additional services are provided additional out of pocket costs would apply based on services received.
	Emergency medical transportation	\$50 copay; deductible does not apply per trip	\$50 copay; deductible does not apply per trip	
	Urgent care	\$25 copay; deductible does not apply per urgent care center visit	\$25 copay plus 20% coinsurance per urgent care center visit	
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% coinsurance	Preauthorization is recommended; 45 day limit at an inpatient rehabilitation facility; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Physician/surgeon fee	No Charge	20% coinsurance	Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 copay; deductible does not apply/office visit No Charge; deductible does not apply for outpatient services	\$15 copay plus 20% coinsurance/office visit 20% coinsurance for outpatient services	Notification of admission may be required for certain Out-of-Network services
	Inpatient services	No Charge	20% coinsurance	
If you are pregnant	Office visits	\$25 copay; deductible does not apply per visit	\$25 copay plus 20% coinsurance per visit	Cost sharing does not apply for preventive services; Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound). Preauthorization is recommended.
	Childbirth/delivery professional services	No Charge	20% coinsurance	
	Childbirth/delivery facility services	No Charge	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	No Charge	20% coinsurance	Private duty nursing: 20% coinsurance; Preauthorization is recommended
	Rehabilitation services	20% coinsurance	20% coinsurance	Services include Physical, Occupational and Speech Therapy; No Charge; deductible does not apply for services to treat autism spectrum disorder. Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Habilitation services	20% coinsurance	20% coinsurance	
	Skilled nursing care	No Charge	20% coinsurance	Preauthorization is recommended; Custodial care is not covered
	Durable medical equipment	20% coinsurance	20% coinsurance	Preauthorization is recommended for certain services; Some In-Network services related to RI Mastectomy Treatment Mandate are covered at No Charge, deductible does not apply.
	Hospice service	No Charge	20% coinsurance	None
If your child needs dental or eye care	Children's eye exam	\$25 copay; deductible does not apply per visit	\$25 copay plus 20% coinsurance per visit	Limited to one routine eye exam per year.
	Children's glasses	Not Covered	Not Covered	None
	Children's dental check-up	Not Covered	Not Covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
• Acupuncture	• Dental check-up, child	• Routine foot care unless to treat a systemic condition
• Cosmetic surgery	• Glasses, child	• Weight loss programs
• Dental care (Adult)	• Long-term care	

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Bariatric Surgery• Chiropractic care• Hearing aids | <ul style="list-style-type: none">• Infertility treatment• Most coverage provided outside the United States. Contact Customer Service for more information. | <ul style="list-style-type: none">• Private-duty nursing• Routine eye care (Adult) |
|--|--|---|

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for us and those agencies is: the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711, state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov, Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance [Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: contact the plan at 1-800-639-2227 or (401) 459-5000 or TDD 711. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact your state insurance department at (401) 462-9520 or by email at HealthInsInquiry@ohic.ri.gov.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

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, kwijjigo holne' 1-800-639-2227.

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

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)	Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)	Mia's Simple Fracture (in-network emergency room visit and follow up care)																																										
<ul style="list-style-type: none"> ■ The plan's overall <u>deductible</u> \$500 ■ <u>Specialist copayment</u> \$25 ■ <u>Hospital (facility) coinsurance</u> No Charge ■ <u>Other coinsurance</u> 20% 	<ul style="list-style-type: none"> ■ The plan's overall <u>deductible</u> \$500 ■ <u>Specialist copayment</u> \$25 ■ <u>Hospital (facility) coinsurance</u> No Charge ■ <u>Other coinsurance</u> 20% 	<ul style="list-style-type: none"> ■ The plan's overall <u>deductible</u> \$500 ■ <u>Specialist copayment</u> \$25 ■ <u>Hospital (facility) coinsurance</u> No Charge ■ <u>Other coinsurance</u> 20% 																																										
<p>This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)</p>	<p>This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)</p>	<p>This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)</p>																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #ADD8E6;">Total Example Cost</td> <td style="background-color: #ADD8E6; text-align: right;">\$12,700</td> </tr> </table>	Total Example Cost	\$12,700	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #ADD8E6;">Total Example Cost</td> <td style="background-color: #ADD8E6; text-align: right;">\$5,600</td> </tr> </table>	Total Example Cost	\$5,600	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #ADD8E6;">Total Example Cost</td> <td style="background-color: #ADD8E6; text-align: right;">\$2,800</td> </tr> </table>	Total Example Cost	\$2,800																																				
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<p>In this example, Peg would pay:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #ADD8E6; text-align: center;"><i>Cost Sharing</i></th> </tr> </thead> <tbody> <tr> <td>Deductibles</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>Copayments</td> <td style="text-align: right;">\$40</td> </tr> <tr> <td>Coinsurance</td> <td style="text-align: right;">\$0</td> </tr> <tr> <th colspan="2" style="background-color: #ADD8E6; text-align: center;"><i>What isn't covered</i></th> </tr> <tr> <td>Limits or exclusions</td> <td style="text-align: right;">\$60</td> </tr> <tr> <td style="background-color: #ADD8E6;">The total Peg would pay is</td> <td style="background-color: #ADD8E6; text-align: right;">\$600</td> </tr> </tbody> </table>	<i>Cost Sharing</i>		Deductibles	\$500	Copayments	\$40	Coinsurance	\$0	<i>What isn't covered</i>		Limits or exclusions	\$60	The total Peg would pay is	\$600	<p>In this example, Joe would pay:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #ADD8E6; text-align: center;"><i>Cost Sharing</i></th> </tr> </thead> <tbody> <tr> <td>Deductibles</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>Copayments</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>Coinsurance</td> <td style="text-align: right;">\$10</td> </tr> <tr> <th colspan="2" style="background-color: #ADD8E6; text-align: center;"><i>What isn't covered</i></th> </tr> <tr> <td>Limits or exclusions</td> <td style="text-align: right;">\$20</td> </tr> <tr> <td style="background-color: #ADD8E6;">The total Joe would pay is</td> <td style="background-color: #ADD8E6; text-align: right;">\$1,030</td> </tr> </tbody> </table>	<i>Cost Sharing</i>		Deductibles	\$500	Copayments	\$500	Coinsurance	\$10	<i>What isn't covered</i>		Limits or exclusions	\$20	The total Joe would pay is	\$1,030	<p>In this example, Mia would pay:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="background-color: #ADD8E6; text-align: center;"><i>Cost Sharing</i></th> </tr> </thead> <tbody> <tr> <td>Deductibles</td> <td style="text-align: right;">\$500</td> </tr> <tr> <td>Copayments</td> <td style="text-align: right;">\$200</td> </tr> <tr> <td>Coinsurance</td> <td style="text-align: right;">\$20</td> </tr> <tr> <th colspan="2" style="background-color: #ADD8E6; text-align: center;"><i>What isn't covered</i></th> </tr> <tr> <td>Limits or exclusions</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="background-color: #ADD8E6;">The total Mia would pay is</td> <td style="background-color: #ADD8E6; text-align: right;">\$720</td> </tr> </tbody> </table>	<i>Cost Sharing</i>		Deductibles	\$500	Copayments	\$200	Coinsurance	\$20	<i>What isn't covered</i>		Limits or exclusions	\$0	The total Mia would pay is	\$720
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The plan would be responsible for the other costs of these EXAMPLE covered services.

Appendix C

Summary of Benefits for Dental Coverage



Benefits Summary

CUMBERLAND SCHOOL DEPARTMENT

Group Number: 5858-0015-0017
Delta Dental PPO Plus Premier™

Annual Maximum

\$1,500

Elective Orthodontic Lifetime Maximum

\$1,200

Maximum Lifetime Cap

Unlimited

Carry Over Max: \$250

In Network Bonus: \$100

Carry Over Limit: \$1000

Deductible

Individual \$25

Family \$75

Dependent Coverage

Dependent children are covered under these benefits up until the end of the year that they turn 26.

P Pre-treatment Estimate Recommended

A Prior Authorization Required

See back page for additional information >

Plan pays 100%; Member Coinsurance 0%

- Oral exam once per calendar year performed by a general dentist
- Cleaning twice per calendar year
- Fluoride treatment for children under age 19 once per calendar year
- Bitewing x-rays one set per calendar year
- Complete x-ray series or panoramic film once every 36 months.
- Single x-rays as required
- Sealants for children under age 14, once every 24 months on unrestored permanent molars
- Space maintainers unilateral space maintainers once per lifetime for lost deciduous (baby) teeth. Bilateral space maintainers once every 60 months for lost deciduous (baby) teeth
- Periodontal maintenance following active therapy two per year

Plan pays 100%; Member Coinsurance 0% - (Deductible Applies)

- Palliative treatment (minor procedures necessary to relieve acute pain) twice per calendar year
- Amalgam (silver) fillings and composite (white) fillings
- Extractions and other routine oral surgery when not covered by a patient's medical plan
- General anesthesia or intravenous (I.V.) sedation for certain complex surgical procedures
- Root canal therapy on permanent teeth one procedure per tooth per lifetime.
- Repairs to existing partial or complete dentures once per calendar year
- Recementing crowns or bridges once every 60 months
- Rebasement or relining of partial or complete dentures once every 60 months

Plan pays 80%; Member Coinsurance 20% - (Deductible Applies)

- P** • Crowns over natural teeth, build ups, posts and cores replacement limited to once every 60 months

Plan pays 50%; Member Coinsurance 50% - (Deductible Applies)

- P** • Bridges and crowns over implants replacement limited to once every 60 months
- P** • Partial and complete dentures replacement limited to once every 60 months
- P** • Root planing and scaling once per quadrant every 24 months
- P** • Osseous (bone) surgery once per quadrant every 36 months (bone grafts are not covered)
- P** • Gingivectomies once per site every 36 months
- P** • Soft tissue grafts once per site every 60 months
- P** • Crown lengthening once per site every 60 months
- Surgical placement of endosteal implant and abutment once per tooth site per lifetime

Plan pays 50%; Member Coinsurance 50%

- P** • Elective braces and related services for dependent children under the age of 19. Subject to a lifetime maximum. No pre-approval required.

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

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

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

Out-of-Network Coverage

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

How to Find a Dentist

Choose from Delta Dental's extensive network of dentists, you're sure to find one that's right for you. Visit www.deltadentalri.com to use our online Find A Dentist tool. You can see if your current dentist participates with us or look for a new dentist by searching by name, location or specialty. Enter your address or other criteria important to you (extended hours, languages spoken, etc.), and our tool will return a list of dentists that meet your needs – as well as maps and driving directions.

Beyond Benefits

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

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

Notice of Nondiscrimination and Accessibility Policy

Delta Dental of Rhode Island does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-843-3582.

Português (Portuguese): ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue para 1-800-843-3582.

Appendix D Summary of Benefits for Vision Plan



DeltaVision®

in partnership with
VSP® Vision Care

Benefits Summary: DeltaVision® - 150 Plus

Benefit	Description	Copay	
In-Network Coverage with VSP Choice Network: 42,000 Preferred Providers 119,000 Access Points			
WELLVISION EXAM*			
Exams 1 exam every 12 months	<ul style="list-style-type: none"> Comprehensive eye exam to ensure overall visual wellness 	\$10	
PRESCRIPTION GLASSES			
Frames 1 pair every 12 months	<ul style="list-style-type: none"> \$150 allowance for wide selection of frames 20% savings on amount over allowance. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied Frame allowance backed by a wholesale guarantee, meaning VSP fully covers more frames than retail allowance plans Allowance may differ at Costco® Optical, however it is of equivalent value. Costco Optical allowance of \$80 is equivalent to \$150 frame allowance at VSP doctor locations and participating retail chains 	\$25	
Lenses 1 pair every 12 months	<ul style="list-style-type: none"> Single vision, lined bifocal, lined trifocal, and lenticular lenses 		
Covered Lens Enhancements	<ul style="list-style-type: none"> Impact-resistant lenses for children Standard Progressive Lenses 	\$0	
CONTACT LENSES (instead of glasses)			
Contacts Every 12 months	<ul style="list-style-type: none"> \$150 allowance for contacts Contact lens fitting and evaluation 	\$0 Up to \$60	
VALUE-ADDED PROGRAMS			
VSP Essential Medical Eye Care Program	<ul style="list-style-type: none"> Exams and services to treat immediate issues like pink eye and sudden changes in vision Treatment options to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more Members with diabetes who do not have diabetic eye disease receive full retinal screening at no cost. Members with diabetic eye disease, glaucoma, and age-related macular degeneration (AMD) receive additional exams and services with \$20 copay. Limitations and coordination with medical coverage may apply. Ask your VSP network doctor for details 		
Extra Savings			
Additional Lens Enhancements	<ul style="list-style-type: none"> Average savings of 30% on enhancements including tints, UV protection, scratch-resistant coating, anti-glare coating and more Discount rate for Premium Progressive Lenses: \$95-\$105; Custom Progressive Lenses: \$150-\$175 		
Featured Frames	<ul style="list-style-type: none"> Extra \$20 allowance on featured brands like bebe, Calvin Klein, Flexon, Longchamp, Nike, and more. Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Not applicable at Costco Optical. Ask your VSP network doctor for more details 		
Additional Glasses and Sunglasses	<ul style="list-style-type: none"> 20% savings on additional prescription or non-prescription glasses and/or sunglasses from any VSP provider within 12 months of last WellVision Exam* 		
Laser Vision Correction	<ul style="list-style-type: none"> Average 15%-20% savings. See VSP.com for more information 		
TruHearing¹	<ul style="list-style-type: none"> Save up to 60% on the latest brand-name prescription hearing aids. Visit TruHearing.com/VSP or call 877.396.7194 for more information 		
Monthly Rates			
Employee Only	Employee & Spouse	Employee & Child(ren)	Family
\$6.50	\$13.00	\$13.65	\$18.85

See reverse side for more information.

Delta Dental of Rhode Island ▪ P. O. Box 1517 ▪ Providence, RI 02901-1517 ▪ 1.800.843.3582 ▪ deltadentalri.com

Your Coverage With Out-of-Network Providers Is up To:

Exam	\$45	Lined Bifocal Lenses	\$50	Progressive Lenses	\$50
Frame	\$70	Lined Trifocal Lenses	\$65	Elective Contact Lenses & Fitting/Evaluation Fees	\$105
Single Vision Lenses	\$30	Lenticular Lenses	\$100	Necessary Contact Lenses	\$210

Items Not Covered

The following items are excluded unless otherwise stated in the Benefits Summary: plano lenses (refractive correction of less than .50 diopter); two pairs of glasses instead of bifocals; replacement of lenses, frames, or contacts; medical or surgical treatment; orthoptics, vision training or supplemental testing; local, state and/or federal taxes, except where VSP is required by law to pay. Items not covered under contact lens coverage: insurance policies or service agreements; artistically painted or non-prescription lenses; fitting and evaluation fees for corneal refractive therapy, orthokeratology, and myopia management; re-fitting of contact lenses after the initial (90-day) fitting period; additional office visits for contact lens pathology; contact lens modification, polishing or cleaning.

Dependent Coverage

Dependent children are covered through the end of the month they turn age 26.

Notice of Nondiscrimination and Accessibility Policy

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Español (Spanish): ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística.

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Ligue para 1-800-843-3582.

DeltaVision® is underwritten in Rhode Island by Altus Dental Insurance Company, an affiliate of Delta Dental of Rhode Island. Claims processing, claims service, and provider network administration are provided under contract by Vision Service Plan Insurance Company ("VSP"). Delta Dental and DeltaVision are registered trademarks of the Delta Dental Plans Association. VSP and WellVision Exam are registered trademarks of Vision Service Plan. All other brands or marks are the property of their respective owners.

Coverage with a retail chain may be different or not apply. Log in to vsp.com to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage for covered services from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

¹ VSP is providing information to its members, but does not offer or provide any discount hearing program. VSP makes no endorsement, representations or warranties regarding any products or services offered by TruHearing, a third-party vendor. TruHearing is not insurance and not subject to state insurance regulations. For additional information, please visit vsp.com/offers/special-offers/hearing-aids/truhearing. For questions, contact TruHearing directly. Not available directly from VSP in the states of Washington and California.

Delta Dental of Rhode Island ▪ P. O. Box 1517 ▪ Providence, RI 02901-1517 ▪ 1.800.843.3582 ▪ deltadentalri.com

GRPVISION_DELTA_BENSUM (1-24)

Appendix E Stipend Position Schedule

Stipend Position	Total Stipend
Academic Coach (up to 5)	\$3,000.00
Academic Decathlon	\$250.00
Chorus -- MMS	\$2,000.00
Chorus -- NCMS	\$2,000.00
Class Advisor – CHS (2 per class, 8 total)	\$400.00
Content Area Leader -- CHS -- Art	\$3,000.00
Content Area Leader -- CHS -- English	\$3,000.00
Content Area Leader -- CHS -- Mathematics	\$3,000.00
Content Area Leader -- CHS -- PE/APE/Health	\$3,000.00
Content Area Leader -- CHS -- School Counseling	\$3,000.00
Content Area Leader -- CHS -- Science	\$3,000.00
Content Area Leader -- CHS -- Social Studies	\$3,000.00
Content Area Leader -- CHS -- Special Education	\$3,000.00
Content Area Leader -- CHS -- Unified Arts	\$3,000.00
Content Area Leader -- CHS -- World Language	\$3,000.00
Content Area Leader -- MMS -- English	\$2,000.00
Content Area Leader -- MMS -- Mathematics	\$2,000.00
Content Area Leader -- MMS -- Science	\$2,000.00
Content Area Leader -- MMS -- Social Studies	\$2,000.00
Content Area Leader -- MMS -- Curriculum Work	\$2,000.00

Content Area Leader -- NCMS -- English	\$2,000.00
Content Area Leader -- NCMS -- Mathematics	\$2,000.00
Content Area Leader -- NCMS -- Science	\$2,000.00
Content Area Leader -- NCMS -- Social Studies	\$2,000.00
Content Area Leader -- NCMS -- Curriculum Work	\$2,000.00
Content Area Leader -- K-8 -- Art	\$2,500.00
Content Area Leader -- K-8 -- Music	\$2,500.00
Content Area Leader -- K-5 -- PE/Health (can be split between 2 members at 1/2 the stipend amount each)	\$2,500.00
Content Area Leader -- K-5 -- STEM	\$2,500.00
Content Area Leader -- 6-8 -- PE/Health	\$2,500.00
Content Area Leader -- Preschool	\$3,000.00
Curriculum Coordinator (up to 5)	\$9,000.00
<p>In addition to the duties performed during the contractual day, Curriculum Coordinators are responsible for:</p> <ul style="list-style-type: none"> -Attending Achievement Sub Committee meetings (when applicable). -Presenting state testing results at school committee meetings (when applicable). -Attending monthly district curriculum meetings. -Attending after school principals' meetings (when applicable). -Working 10 days over the summer for various curriculum work. 	
Curriculum Work (as needed)	\$1,000.00
Dance Team	\$250.00
Dean of School Culture and Discipline - High School (up to 2)	\$9,000.00

<p>In addition to the duties performed during the contractual day, Deans of School Culture and Discipline are responsible for:</p> <ul style="list-style-type: none"> -Reporting to school 25 minutes prior to the start of each school day to oversee the entrance of students. -Remaining at school 55 minutes after the conclusion of the school day to oversee the dismissal of students. -Attending school dances, school events (i.e. spirit week), and school sports events (when applicable). -Attending various school committee and/or district meetings related to conduct, safety, or school policy. -Working 4 days over the summer for various work related to conduct, safety, and/or school policy. 	
Dean of School Culture and Discipline - Middle School	\$7,500.00
<p>In addition to the duties performed during the contractual day, Deans of School Culture and Discipline are responsible for:</p> <ul style="list-style-type: none"> -Reporting to school 25 minutes prior to the start of each school day to oversee the entrance of students. -Remaining at school 55 minutes after the conclusion of the school day to oversee the dismissal of students. -Attending various school committee and/or district meetings related to conduct, safety, or school policy. -Working 4 days over the summer for various work related to conduct, safety, and/or school policy. 	
Debate Team	\$1,000.00
Diversity Coalition	\$400.00
Drama Club	\$1,000.00
Ecology Club	\$250.00
English Language Learner Coordinator	\$9,000.00
<p>In addition to the duties performed during the contractual day, English Language Learner Coordinators are responsible for:</p> <ul style="list-style-type: none"> -Attending SC meetings and Achievement Subcommittee meetings when items being discussed apply to curriculum or ESL. -Coordinating evening Parent ESL Classes throughout the year. -Testing new students for EL services during Summer. -Attending RITELL Conference/Meetings throughout the year. 	
FBLA	\$250.00

Fifth Grade Band	\$840.00
Fifth Grade Band	\$1,160.00
Freshmen Mentoring (up to 2)	\$500.00
Gaming Club (up to 2)	\$250.00
Girls Who Code	\$250.00
Helping Hands	\$250.00
Homework Help Center	\$750.00
Lead Teacher -- Ashton	\$800.00
Lead Teacher -- BF Norton	\$800.00
Lead Teacher -- Community	\$800.00
Lead Teacher -- Cumberland Hill	\$800.00
Lead Teacher -- Garvin	\$800.00
Literary Magazine	\$400.00
Math PD Coach/Tier 3 Coordinator	\$9,000.00
<p>In addition to the duties performed during the contractual day, District Data Coordinators are responsible for:</p> <ul style="list-style-type: none"> -Attending Achievement Sub Committee meetings (when applicable). -Presenting state testing results at school committee meetings (when applicable). -Attending monthly district curriculum meetings. -Attending after school principals' meetings (when applicable). -Working 10 days over the summer for various curriculum work. 	
Math Team	\$1,000.00
Mock Trial	\$700.00

National Honor Society (up to 2)	\$500.00
Nursing Coordinator	\$9,000.00
<p>In addition to the duties performed during the contractual day, Nursing Coordinators are responsible for:</p> <ul style="list-style-type: none"> -Additional hours outside the contractual day to fulfill the duties of Nursing Coordinator throughout the district. -Attending various school committee/subcommittee/district meetings when applicable. -Attending state association District Head Nurse meetings throughout the year. -Coordinating Kindergarten Registration. -Coordinating the annual CPR/AED course for the district. 	
PBIS Coordinator	\$3,500.00
Ping Pong Club	\$250.00
Portuguese Club	\$400.00
Recycling Team	\$250.00
Robotics (up to 2)	\$400.00
Spanish Club (up to 2)	\$250.00
Special Education Coordinator (up to 4)	\$9,000.00
<p>In addition to the duties performed during the contractual day, Special Education Coordinators are responsible for:</p> <ul style="list-style-type: none"> -Supervising Extended School Year (ESY) services during the Summer. -Attending Local Advisory Committee (LAC) meetings -Working 10 days over the Summer to prepare for the upcoming school year. 	
Student Government (up to 3)	\$666.66
Variety Show (up to 3)	\$150.00
Writing Center	\$400.00

Yearbook -- CHS	\$1,150.00
Yearbook -- MMS	\$400.00
Yearbook -- NCMS (up to 2)	\$200.00
New Clubs* - approved and not reflected in the above table	\$250.00

*Any club not reflected in the above table, whether an existing club or a new club, must receive formal approval from the Superintendent or their designee in the fall of 2024 if the teacher wishes to receive the \$250 stipend. The Superintendent or their designee will establish a form on which teachers can apply for approval. The decision to approve a club or not shall be at the sole discretion of the Superintendent or their designee.